



भारतीय लघु उद्योग विकास बैंक  
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

इलेक्ट्रॉनिक मीटिंग सॉफ्टवेयर की खरीद एवं कार्यान्वयन  
हेतु प्रस्ताव का आमंत्रण

**Request for Proposal for  
Procurement & Implementation of Electronic Meeting Software**

भारतीय लघु उद्योग विकास बैंक  
एम एस एम ई विकास केन्द्र, सी-11, जी ब्लॉक,  
बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (प.), मुम्बई – 400051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
MSME Development Center, C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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## 1. Critical Information / महत्वपूर्ण सूचना

(RfP No: 400/2018/1268/BYO/ITV) dated September 08, 2017)

S.N.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1.	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	September 22, 2017	3:30 pm
2.	Last date for seeking clarifications / स्पष्टीकरण माँगने की अंतिम तिथि	September 14, 2017	5:00 pm
3.	Pre-Bid meeting	September 15, 2017	11:30 am
3.	Date & Time of Opening of Pre-qualification bid & Technical bid/ पूर्व योग्यता मानदंड बोली खोलने की तिथि व समय	September 22, 2017	4:00 pm
4.	Address for Bid Submission/ बोली जमा और पूर्व-बोली बैठक करने का पता		
	<b>General Manager (Systems)</b> Small Industries Development Bank of India, 3rd Floor, Information Technology Vertical MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E), Mumbai - 400 051 Phone: 022-67531100 / 67531228 Fax: 022-67531236	<b>महाप्रबन्धक (सिस्टम्स)</b> भारतीय लघु उद्योग विकास बैंक, तीसरा तल, इन्फॉर्मेशन टेक्नालजी वर्टिकल, एमएसएमई विकास केंद्र, प्लॉट-सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा(पू.), मुम्बई - 400 051 दूरभाष: 022-67531100 / 67531228 फैक्स: 022-67531236	
5.	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि, समय	To be intimated at a later date बाद में सूचित किया जायेगा	
6.	Bid Validity/ बोली के वैद्यता	<b>60 days</b> from the last date of bid submission / बोली जमा करने की अंतिम तिथि से <b>60</b> दिन तक।	
7.	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	A K Yadav, AGM (Systems) 022-67531371, anand@sidbi.in Rajesh Joshi, DGM (Systems) 022-67531251, rjoshi@sidbi.in	
8.	बयाना जमा राशि / Earnest Money Deposit	₹20,000/- (Rupees Twenty Thousand only)	
9.	टेंडर मूल्य /Tender Cost	<b>NIL</b>	

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## 2. Introduction and Disclaimers

### 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 Regional and Branch offices located all over India. Detailed information on the functions of the bank is provided on the bank's website, [www.sidbi.in](http://www.sidbi.in).

### 2.2. Purpose of RfP

SIDBI has a requirement of “**Electronic Meeting Software**” hosted on-premise, used for distributing Agenda documents electronically to the members of board / committees.

Proposals are invited from vendors for supply of above mentioned software licenses and implementation of the same on premise in Bank's Data Center (DC) and Disaster Recovery (DR) Site. This Request for Proposal document (“**RfP document**” or “**RfP**” or “**RFP**”) has been prepared solely for the purpose of enabling the **Small Industries Development Bank of India**, referred as the “**Bank**” hereafter, to shortlist suitable vendor. Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in Annexures attached.

This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.

The tender methodology being followed is under Two Bid System viz. 1) **Pre-qualification/ Minimum Eligibility Criteria** and 2) **Commercial bid**. Bid Evaluation methodology & eligibility criteria has been detailed in chapter 5.

### 2.3. Existing Setup

- Currently, business applications have been deployed centrally at the DC and DR site in virtualized environment using VMWare, Citrix XenApp and Web Servers. Applications are accessed over WAN using Citrix web client or Internet

browser. The client machines need to have Citrix web client and J-Initiator (Java utility) installed to access the applications. Oracle Database (11G) is being used to store all business critical data. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering build at the virtualization / application level for VMWare, Citrix and Web Application servers as well.

- The Electronic Meeting Software which is being purchased under the RfP would be required to be implemented on a VM server hosted in the Demilitarised zone in DC & DR Site.

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#### **2.4. 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 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.

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#### **2.5. 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.

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#### **2.6. 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.

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#### **2.7. No Legal Relationship**

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

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#### **2.8. 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.

## 2.9. Evaluation of Offers

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

## 2.10. Acceptance of Selection Process

Each Recipient / Respondent having responded to this RfP acknowledges have reading, understanding and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

## 2.11. Errors and Omissions

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

## 2.12. Acceptance of Terms

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

## 2.13. Requests for Proposal

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

Contact Person	A K Yadav	Rajesh Joshi
Email Id	anand@sidbi.in	rjoshi@sidbi.in
Telephone	+91 - 22 -67531371	+91 - 22 -67531251

- 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.

## 2.14. Notification

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



### 3. Broad Scope of Work

SIDBI intends to procure & implement Electronic Meeting Software on-premise in Bank's (Data Center) DC & (Disaster Recovery) DR Site. As part of implementation of Electronic Meeting Software, SIDBI intends that the bidder would supply the software license and the implementation planning, design & installation would be undertaken by the vendor.

- Execution of entire project i.e. Implementation planning for software, customisation, designing of software architecture for all the related component will be undertaken & managed by vendor team.
- For installation of software at Bank's DC and DR Site, vendor should complete the requirement study for customisation of the software and submit architecture diagram, detail system requirement specification required to host the software on-premise within **15 days from placing order**. Implementation of entire project to be **completed within one month from the date of order** or as advised by SIDBI (whichever is later).
- Submission of Installation Certificate as per format prescribed in tender, duly signed by the SIDBI official at respective location.
- Software(s) should support IPv4 and IPv6.
- All claims for functional / technical delivery made by the Bidders in their responses to the RfP shall be assumed as deliverable, within the quoted financials.
- The selected bidder have to customize the application as per the requirements of the Bank, at no additional cost for a period of 6 months from the date of installation. Bidder has to provide support services for a period of 1 year. Bidder has to provide training to the users after successful installation.
- In case of any damage to Bank property during equipment delivery and installation attributable to the bidder, bidder should replace the damaged property at its own cost.

#### **3.1. Implementation of the software at Bank's Data Center (DC) & DR (DR) Site**

- 3.1.1.** Plan implementation and configuration architecture of the Electronic Meeting Software.
- 3.1.2.** Supply, Installation, Integration, Implementation of Electronic Meeting Software on the designated server(s) as per Banks' requirement.
- 3.1.3.** Documentation and detailed architecture to be submitted as part of implementation.
- 3.1.4.** Availability of features for Synchronization DC & DR Syncing architecture maybe provided.

#### **3.2. Features and Functionality required in the Electronic Meeting Software**

- 3.2.1.** The proposed software solution should consist of following two parts :

- ❖ Web based application interface for the secretaries / designated officers / board division and others as per bank's requirement.
- ❖ App based access (Apple ipad) interface for committee members.

- 3.2.2.** Application on hand held device should work on iOS.
- 3.2.3.** License should be corporate/enterprise license for unlimited usage i.e. multiple committees / meetings for the Bank involving multiple users.
- 3.2.4.** SIDBI reserves the right to use the software for managing various meetings for its Associates / Subsidiary organizations.
- 3.2.5.** The app and web interface of the software should be customizable as per the requirement of the Bank (in terms of background colors and logo etc.)
- 3.2.6.** The software would be hosted on premise in the Bank's Data Center and DR Site. The requirement of the server configuration would be detailed by the vendor while submitting the bid.
- 3.2.7.** The detailed requirement for features and functionality of the software is mentioned in the Annexure II Part B: Features and Functionality of the Electronic Meeting Software.

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### **3.3. Training and Hand holding support**

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- 3.3.1.** The vendor will be required to demonstrate features / functionalities and administration of the commissioned software to the Bank.
- 3.3.2.** The vendor shall also provide hand holding training to stake holder users (viz. administrators, super admins, secretarial staff, board of directors) of the electronic meeting software.

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### **3.4. Deliverable Documentations**

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- 3.4.1.** Planning and project kick-off meeting and its MOM.
- 3.4.2.** Architecture Design document and customisation requirement details.
- 3.4.3.** Installation, implementation and Configuration document / SOPs.
- 3.4.4.** Configuration Details.
- 3.4.5.** Solution Requirements document.
- 3.4.6.** Demonstration of features / functionality to the respective users.
- 3.4.7.** User Manual
- 3.4.8.** Installation Guidelines.

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### **3.5. Responsibility of SIDBI**

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- 3.5.1.** SIDBI or its outsourced partner from central location would be logging all calls with the vendor central help desk and coordinating for call closure for support related issues

**3.5.2.** Provide details of contact person at the location/office who would be coordinating during installation and configuration of the software.

\* \* \* \* \*

## 4. Information to Bidders

### 4.1. Earnest Money Deposit (EMD)

- 4.1.1. All the responses must be accompanied by a refundable interest free security deposit of an amount as mentioned under “EMD” head at Bidding Information.
- 4.1.2. EMD should be in the form of Demand Draft / Banker’s Cheque in favour of “Small Industries Development Bank of India” payable at Mumbai or in the form of a Bank Guarantee (BG) from a commercial bank strictly in the format as prescribed in Annexure - V. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 4.1.3. In case the EMD is submitted in the form of a BG, the same should be valid till the date of bid validity i.e. till October 31, 2017 with claim period one month beyond the BG validity i.e. up to November 30, 2017.
- 4.1.4. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events, whichever is earlier:
- 4.1.5. Issue of Purchase Order to the successful bidder.

OR

The end of the bid validity period, including extended period (if any),

- 4.1.6. Successful Bidder will be refunded the EMD amount/ BG along with the payment towards the renewal.
- 4.1.7. The bid security may be forfeited:
- 4.1.8. If a Bidder withdraws its bids during the period of bid validity.
- 4.1.9. 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.
- 4.1.10. In case of successful Bidder, if the Bidder fails to accept the order/ sign the contract within the stipulated time or fails to furnish performance guarantee.
- 4.1.11. No interest will be paid on EMD and it could be forfeited in case of default

### 4.2. Bid Submission Closing Date

- 4.2.1. RFP Response should be received by SIDBI not later than date and time mentioned in ‘Critical Information’ section above, at SIDBI Office premises.

### 4.3. RfP Validity Period

- 4.3.1. The Bids must remain valid and open for evaluation according to their terms for a period mentioned in ‘Critical Information’ section above, from the last date of the submission of bids. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

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#### **4.4. Late RFP Policy**

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**4.4.1.** Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened within 02 weeks from the bid submission date.

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#### **4.5. Receiving of RFP Response**

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**4.5.1.** Receiving of RFP response will be recorded by SIDBI in a 'Bid Receipt Register' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferable through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

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#### **4.6. Disqualification**

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**4.6.1.** Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

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#### **4.7. Amendment to the bidding document**

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**4.7.1.** At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.

**4.7.2.** 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.

**4.7.3.** The amendment will be posted on Banks website ([www.sidbi.in](http://www.sidbi.in)).

**4.7.4.** 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.

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#### **4.8. Language of Bid**

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**4.8.1.** 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.

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#### **4.9. Documents Comprising the Bid**

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**4.9.1.** The bid shall consist of Pre-qualification/ minimum eligibility criteria and Commercial bid.

#### 4.10. Bid Currency

4.10.1. Bids should be quoted in Indian Rupee only.

#### 4.11. Modification And/ Or Withdrawal of Bids

4.11.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.

4.11.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax / mail and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

4.11.3. No bid may be modified or withdrawn after the deadline for submission of bids.

4.11.4. 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.

#### 4.12. Delivery and Support Location

Small Industries Development Bank of India  
MSME Development Center  
Plot No.C-11, G Block  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

#### 4.13. Selection process

4.13.1. Successful Bidder will be selected through two bids evaluation process:

- ❖ Pre-qualification/ Minimum eligibility evaluation
- ❖ Commercial evaluation

Please refer to Chapter 5 for Eligibility criteria & Bid evaluation methodology of RfP.

#### 4.14. Documents to be submitted

4.14.1. Bidders are required to submit their responses in TWO envelopes, with contents of each as under:

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	<p><b>Pre-Qualification / Minimum Eligibility Bid</b></p> <p>1. Forwarding letter as per format prescribed in <b>Annexure-I</b>.</p> <p>2. Response to Pre-Qualification / Minimum Eligibility Bid as per</p>	<p>Hard Copy – 1</p> <p><b>Soft Copy of Annexure-II in CD</b></p>	<p><b>“Pre-Qualification / Minimum Eligibility Bid” for Procurement &amp; Implementation of Electronic Meeting</b></p>

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	<p>format prescribed in <b>Annexure-II</b>.</p> <p>3. Declaration regarding clean track record, as per format prescribed in <b>Annexure-IV</b>.</p> <p>4. Bank Mandate Form as per <b>Annexure-V</b>.</p> <p>5. DD/Cheque/BG as as per <b>Annexure-VI</b> for ₹20,000/- towards EMD.</p>		<p><b>Software</b></p> <p><b>RfP No:</b> 400/2018/1268/BY O/ITV Dated September 08, 2017</p>
<b>II</b>	<p><b>Commercial Bid</b> Response to Commercial Bid as per format prescribed in <b>Annexure-III</b>.</p>	Hardcopy – 1	<p><b>“Commercial Bid”</b> for Procurement &amp; Implementation of Electronic Meeting Software <b>RfP No:</b> 400/2018/1268/BY O/ITV Dated September 08, 2017</p>

**4.14.2.** Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “Procurement & Implementation of Electronic Meeting Software – **RfP No: 400/2018/1268/BYO/ITV Dated September 08, 2017**. All the individual envelopes must be super-scribed with the following information as well:

**4.14.3.** Name of the bidder, Contact Name, Number and e-mail id.

**4.14.4.** Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

#### **4.15. Important**

**4.15.1.** Bidders must take the following points into consideration during preparation and submission of bids.

**4.15.2.** Authorized signatory on whose behalf power of attorney is issued must sign all the pages of the response.

**4.15.3.** Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.

**4.15.4.** Faxed copies of any submission are not acceptable and will be rejected by the Bank.

**4.15.5.** Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

- 4.15.6.** If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 4.15.7.** Under no circumstances the Commercial Bid should be kept in pre-qualification / minimum eligibility Cover. The placement of Commercial Bid in pre-qualification / minimum eligibility cover will make bid liable for rejection.
- 4.15.8.** 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. The Bank may treat such offers as not adhering to the tender guidelines and would be liable to be rejected.

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## 5. Eligibility Criteria and Evaluation Methodology

### 5.1. Pre-Qualification / Minimum Eligibility

Proposals not complying with the prescribed 'Pre-Qualification / Minimum Eligibility criteria' and not submitted as per [Chapter 7 Annexure – II Section 7.2](#) are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria:

- 5.1.1. The bidder should be a registered company
- 5.1.2. The bidder should be OEM.
- 5.1.3. The bidder should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies during the last five years. Bidder must certify to that effect by providing declaration as per the format given by the Bank in the RfP.

### 5.2. Commercial Bid

The commercial bids should be submitted as per [Annexure-III](#). Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of this RfP, shall be declared as 'Non-responsive' and hence shall be rejected

### 5.3. Evaluation Methodology

- 5.3.1. The Bank has adopted a Two (2) bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - ❖ Pre-Qualification / Minimum Eligibility Criteria
  - ❖ Commercial Bids
- 5.3.2. The Bank shall evaluate first the 'Pre-Qualification / Minimum Eligibility Criteria' bids and based on its evaluation, 'Commercial Bids' shall be undertaken for evaluation at the second stage. The final selection will be done based on the commercial evaluation of pre-qualified short listed bidders.
- 5.3.3. The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.
- 5.3.4. 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 (Letter/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.

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#### **5.4. Preliminary Examinations**

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- 5.4.1.** 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.
- 5.4.2.** 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.
- 5.4.3.** 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 qualification criteria, payment terms, bid validity, 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.
- 5.4.4.** 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.
- 5.4.5.** 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.

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#### **5.5. Evaluation of Pre-Qualification / Minimum Eligibility Criteria**

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- 5.5.1.** Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Pre-Qualification / Minimum Eligibility Criteria' as per Section 5.1 of RfP. Bids not complying with the pre-qualification / minimum eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation.
- 5.5.2.** Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.
- 5.5.3.** Successful bids out of this stage would be considered for commercial evaluation.

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#### **5.6. Evaluation of Commercial Bids**

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- 5.6.1.** In this phase, the Commercial Bids of the Bidders, who are found qualified in previous phase, will be considered for commercial evaluation.
- 5.6.2.** The date for opening of commercial bids will be separately advised.
- ❖ Bidders who do not qualify the pre-qualification / minimum bid evaluation will not be invited for opening of commercials.

- ❖ **Total Cost of Ownership (TCO)** = [Cost of Software Solution with one year warranty + Implementation Charges at DC & DR Site + Maintenance Charges + Any other cost (for solution deployment) + Cost for one man-month basis for any Change Requests].
- ❖ For the purpose of determining L1 bidder, the total TCO would be consider.

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### 5.7. Arithmetic errors correction

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

- 5.7.1. 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.
- 5.7.2. 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.
- 5.7.3. If the bidder 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.
- 5.7.4. 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
- 5.7.5. 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.
- 5.7.6. 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

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### 5.8. No Commitment to Accept Lowest or Any Offer

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- 5.8.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 5.8.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 5.8.3. 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.
- 5.8.4. 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.

\* \* \* \* \*

## 6. Terms and Conditions

### 6.1. General

- 6.1.1.** The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its **Annexures**. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
- 6.1.2.** SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers. SIDBI reserves the right to make any changes in the terms and conditions. SIDBI will not be obliged to meet and have discussions with any Bidder. However, SIDBI, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.
- 6.1.3.** Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitted the response.
- 6.1.4.** SIDBI reserves the right to extend the dates for submission of responses to this document with intimation.
- 6.1.5.** Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
- 6.1.6.** Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
- 6.1.7.** SIDBI reserves the right to change the required scope and ask for the revised bids or cancel the process without assigning any reasons.
- 6.1.8.** The scope of the proposal shall be on the basis of single point responsibility, completely covering all obligations.

**6.1.9.** The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of work in accordance with the approved schedule and the steps being taken to remedy such a situation.

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## **6.2. Commercial Bid**

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**6.2.1.** Currency - The Bidder is required to quote in Indian Rupees ('INR'/ '₹'). Bids in currencies other than INR may not be considered.

**6.2.2.** Taxes - The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess etc. that need to be incurred. No additional cost whatsoever would be paid.

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## **6.3. Price**

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**6.3.1.** The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.

**6.3.2.** Prices quoted by the bidders should include all local taxes, Sales tax, VAT, service tax, duties, levies and transportation costs etc. No additional cost whatsoever would be paid.

**6.3.3.** While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour.

**6.3.4.** The prices quoted shall be valid for the entire period of the bid validity as specified in the critical information section.

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

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## **6.4. Terms of Delivery**

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**6.4.1.** Vendor shall ensure submission of proof for Licenses in the name of 'Small Industries Development Bank of India'.

**6.4.2.** Bank will initially place order for Electronic Meeting Software with One year support as per details mentioned in **Chapter-7, Annexure – III Commercial Bid. Order** for AMC (if contracted) will be placed in respective years.

**6.4.3.** In case the support and maintenance of the bidder during warranty/AMC is not satisfactory Bank has the discretion not to enter into AMC / ATS renewals for subsequent years with the shortlisted bidder.

**6.4.4.** Bank reserve the right to place the order with respective bidder(s) at the contracted price for all/part of the items in single or multiple lots within the price validity period.

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## 6.5. Change Requests

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- 6.5.1.** After implementation and acceptance of the software solution by the Bank, all subsequent new requirements would be treated as a Change Request.
- 6.5.2.** In case of any change / customization in the current functionality of the software is required by the bank, a change request shall be put-up to the vendor for estimation of time taken per man-month and accordingly after approval / mutually agreed by the bank, the change request shall be taken up by the vendor and relevant software patch to be released.
- 6.5.3.** The terms and condition of warranty and ATS would remain the same for the changes in the software done as per the change request.

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## 6.6. Terms of Payment

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SIDBI's standard payment terms are as under:

- 6.6.1.** Payments would be 90% Cost of software / services (detailed in Chapter-7, Annexure – III Commercial Bid, Section 7.3.1) after delivery, implementation & acceptance of the software.
- 6.6.2.** Final payment of 10% of the cost of software / services would be released on submission of performance Bank Guarantee equivalent to 10% of the contract value. The BG shall be valid for a period of 1 year from the date of acceptance with invocation period of additional 3 months i.e., 1 year + 3 months. The performance bank guarantee should be as per the format given in ([Chapter-7 Annexure-VIII Section 7.8](#)).
- 6.6.3.** The payment regards to the “Change requests” of SIDBI would be done on man-month basis post successful implementation of the software patch with the relevant Change in the bank's DC and DR site.
- 6.6.4.** All the payments including refund of EMD will be made by SIDBI Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's banker] Bank Mandate Form as per format prescribed in Annexure – V. In case the bidders have already submitted the form with bank in connection with any other tender/ transactions, same need not to be submitted again.
- 6.6.5.** Prior to release of payment in case of any change in Bank A/c and other details furnished in Bank Mandate Form, the vendor would be required to intimate the Bank and Bank Mandate Form would require to be re-furnished.
- 6.6.6.** Vendor will be required to furnish the documentary proof as per scope of work.
- 6.6.7.** 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.

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

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

**6.6.10.** Payment during AMC

The payment terms during AMC would be paid annually 100% in advance on:

- I. Submission of invoice
- II. Proof of back to back alignment with OEM and
- III. PBG (to be submitted annually) for 10% of the AMC value for the respective year valid for a period of 15 months.
- IV. In case vendor does not submit PBG, the payment would be would be released after 3 months from completion of AMC period.

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## **6.7. Annual Technical Support**

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- i. The selected bidder will enter into ATS (Annual Technical Support) with the bank, if so desired by the bank, after the completion of 1 year warranty for software for a period of additional 2 years (Optional).
- ii. The order for ATS would be placed in respective years The ATS charges shall not exceed the rates finalized at the time of purchase.
- iii. The bidder/OEM should provide all subsequent software patches, upgrades and new versions released of the software to the Bank at no additional cost during the contract period.
- iv. ATS arrangement should be back to back with respective OEM of the software for providing support services, updates, upgrades for providing ATS support for period.
- v. **Termination of ATS contract [if contracted]:** Bank will terminate the ATS contract on occurrence of the following:
  - Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof.
  - Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment.
  - Bidder failure to meet the performance requirement specified herein
  - However, the selected bidder shall commit himself to service for a minimum period of 5 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.
- vi. Any corruption in the software or media shall be rectified during the full period of the contract / ATS, if contracted, at no extra cost to the Bank.



- vii. Periodically update bank on new features as and when released by the OEM through technical sessions, trainings etc.
- viii. Further provided that the Bank may, during the currency of the ATS period, shift the equipment to other location(s) within the Country and in such case the bidder undertakes to continue to provide support / maintain the software at the new location without any other additional cost to the Bank.
- ix. Deliverables under ATS :
  - a. **Updates Subscription Services:** The Updates Subscription Services should be provided to SIDBI with rights to Electronic Meeting Software product upgrades, maintenance releases and patches released during the subscription period.
  - b. **Product Support:** Product Support services to be offered to SIDBI for direct access via both the telephone and the web to skilled staff of technical analysts for problem resolution, bug reporting, and technical guidance on a 24x7 basis so as to ensure that SIDBI receives the direct support from OEM for problem resolutions on 24\*7 basis. This service should be provided through telephone, fax, e-mail and vendors website (if any) Web Interface directly.
- x. Vendor would be required to coordinate and provide the latest versions with all Bank's customisation done for previous version. Latest versions should be shipped to SIDBI within 2 weeks of receiving SIDBI's request.

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#### 6.8. Acceptance Test

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- 6.8.1. The acceptance / performance test will be performed after completion of installation of the software at respective locations. Complete software as specified in the tender must have been supplied & installed properly by the Bidder prior to acceptance of the same. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
- 6.8.2. In the event of 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 and forfeit the EMD / Bank Guarantee (BG).
- 6.8.3. 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 must demonstrate all the features of the respective software items.

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#### 6.9. Performance security during AMC

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During AMC period, the successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an

amount equivalent to 10% of annual AMC value and valid for 15 months (including invocation period of 3 months) from the date of start of AMC. The BG to be submitted annually for the AMC period.

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#### **6.10. Public Procurement Policy on Micro and Small Enterprises (MSEs)**

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**6.10.1.** SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.

**6.10.2.** These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

**6.10.3.** Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.

**6.10.4.** Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

**6.10.5.** The bidder to note that, splitting of order would not be applicable in this tender.

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#### **6.11. Use of Contract Documents and Information**

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**6.11.1.** 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.

**6.11.2.** The Supplier will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

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#### **6.12. Subcontracts**

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**6.12.1.** The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract except with the Bank's prior written consent.

**6.12.2.** 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.

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#### **6.13. Applicable laws**

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

**6.13.2. Compliance with all applicable laws:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

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#### **6.14. Corrupt and fraudulent practice**

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

**6.14.1.** “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

**6.14.2.** “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

**6.14.3.** The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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### 6.15. Contacting the Bank

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**6.15.1.** 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.

**6.15.2.** 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.

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### 6.16. Right of Publicity

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**6.16.1.** 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.

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### 6.17. Liquidity Damages

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**6.17.1.** If the Bidder fails to install / configure /implement the software within one month from date of purchase order OR as advised by bank, a penalty of 1% of the order value will be imposed for the late installed item for each week's delay or part thereof, subject to maximum of 10% of value of the contract.

**6.17.2.** However, no penalty will be imposed for the durations leading to delays in installation of hardware / software due to reasons solely attributable to the Bank.

**6.17.3.** The vendor will be required to inform the banks well in advance the installation schedule / plan to enable the Bank to make the site ready and obtaining downtime etc.

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### 6.18. Proposal Ownership

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

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### 6.19. Patent Rights

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

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### 6.20. Force majeure

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**6.20.1.** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party

affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

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

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### **6.21. Resolution of Disputes**

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**6.21.1.** 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.

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

- ❖ 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 an independent third party arbitrator mutually appointed by both the parties.
- ❖ 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;
- ❖ The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.

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

**6.21.4.** No conflict between the bidder and SIDBI shall cause cessation of services. Only by mutual consent the services will be withdrawn.

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

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

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## 7. Annexure(s)

### 7.1. Annexure – I Forwarding Letter

**[ TO BE SUBMITTED ON VENDOR'S LETTER HEAD ]**

[To be included in Eligibility Bid Envelope]

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

Dear Sir,

RfP for Purchase & Implementation of Electronic Meeting Software

(RfP No: 400/2018/1268/BYO/ITV dated September 08, 2017)

We, the undersigned bidder, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the Pre-Qualification / Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We also undertake to have read, understood and accepted the terms and conditions mentioned in the RfP in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept abid you receive.

Thanking you,

Yours sincerely,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

\* \* \* \* \*

**7.2. Annexure – II Pre-Qualification / Minimum Eligibility Bid**

**RfP for Procurement & Implementation of Electronic Meeting Software**

(RfP No: 400/2018/1268/BYO/ITV dated September 08, 2017)

**Pre-Qualification / Minimum Eligibility Bid**

**Part A : Vendor Information**

Details of the Bidder (Company)						
1	Name of the Bidder					
2	Address of the Bidder					
3	Service tax registration no.					
	Copy of ST registration attached. (Yes/No)					
4	Permanent Account Number (PAN).					
	Copy of PAN Number attached. (Yes /No)					
5	Registration Number of Company					
	Copy of Registration Certificate attached. (Yes/No).					
6	<b>Bank Mandate Form Status &lt;tick appropriate&gt;</b>					
	<input type="checkbox"/> Already Submitted with SIDBI <input type="checkbox"/> Being submitted herewith as per format					
<b>Bank Account Details as in Bank Mandate Form:</b>						
	<b>S.N.</b>	<b>Bank Name and Branch</b>	<b>Account Type</b>	<b>IFSC Code</b>	<b>Account No.</b>	<b>GST#</b>
7	Name & Designation of the contact person to whom all references shall be made regarding this tender.					
	Telephone No. (with STD Code) & E-Mail of the contact person					
	Fax No. (with STD Code)					
	Company website					
8	DD/ Pay order for ₹20,000/- towards EMD attached. Following are the details:					
	DD/ Pay order/ BG No. Date :			Drawn On		
9	<b>MSME Status &lt;tick appropriate&gt;</b>					
	<input type="checkbox"/> Company <b>does not qualify</b> the status of MSE.					

	<input type="checkbox"/> Company does qualify the MSE status. Relevant document is attached herewith. <please attach valid MSE registration certificate >.	
	<input type="checkbox"/> SC/ST	
<b>10</b>	<b>Financials</b>	
	The bidder should have minimum annual turnover of INR 30 lakh during any two of the last three financial years ending March 2015, out of Indian Operations.	a. Copy of Auditor certificate for the financial years 2013-14, 2014-15 and 2015-16.
	The bidder should have positive networth and cash profit (i.e. no cash loss) in 2 years out of last 3 years.	b. Self Certified Copies of last three years' balance sheet c. Self Certified Copies of last three years' Profit & Loss Statement.
<b>11</b>	<b>Experience</b>	
	The respondent must have experience of implementing the software, similar to scope of this RfP, in at least two All India Public Financial Institutions or Scheduled Commercial Banks having at least 100 branches spread across multiple states/regions in India,	a. Relevant credential letters supporting the claim from the respective organization submitted along with contact details of the organization. b. Self Certified Copy of Work order / agreement along with completion certificate for completed projects.
<b>12</b>	<b>Credentials</b>	
	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.	Self declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-IV.
<b>13</b>	<b>Eligibility Criteria</b>	
	Whether OEM of the software	
<b>14</b>	<b>Declaration regarding Clean Track Record</b>	
	Whether declaration regarding Clean Track Record as per Annexure – IV attached. (Yes / No)	



Details of Software Account Manager for SIDBI		
15	Name of Account Manager for SIDBI at software OEM.	
	Phone No. of Account Manager for SIDBI at software OEM.	
	Toll Free / Direct Number of OEM for support related issues	
	E-mail ids of OEM / Support IDs to send support related queries	
16	Any other related information, not mentioned above, which the vendor wish to furnish.	
17	Any Deviation from General Terms & Conditions, which vendor wish to furnish	

**Part B : Features and Functionality of the Electronic Meeting Software**

Sr	Features	Detailed Functionality	Vendor Response (Y/N)
1	Name of the software		
2	OEM		
3	Version		
4	Platform		
5	Infrastructure Requirement (viz. CPU, OS, Storage, Database, RAM)		
6	Encryption / SSL		
7	DR setup and synchronisation	Bandwidth requirements to be specified.	
7	Hosting	On Premise at Bank's DC & DR site.	
8	Web based application interface for the secretaries / designated officers / board division and others as per bank's requirement.	1. Role based login (manual IDs & passwords) for employees and Directors of Board and Members of Committees. Integration with Active Directory.	
		2. Superadmin should be able to create forums (Board, Sub Committee of Board & other Committees)	
		3. Superadmin should be able to create admin users (secretary) to the Board and each Committee.	
		4. Superadmin should be able to create Board of Directors and General Managers details (name, address, email IDs, contact numbers of users and/or similar details of their secretaries)	

Sr	Features	Detailed Functionality	Vendor Response (Y/N)
		5. Superadmin should be able to mark authorized device identification to allow access to the members.	
		6. Admin should be able to create members for committee which are specifically assigned to him by Superadmin and grant access rights to users for relevant forums.	
		7. Admin should be able to create agenda sponsoring and recommending authority for each committee.	
		8. Admin should be able to set access rights for sponsoring and recommending authority to restrict/allow right to view agenda sponsored by other authorities.	
		9. Admin should be able to set access rights to members of the Committee to view agenda. Members shall have default access right to see all agenda items.	
		10. Admin should be able to create, modify, delete meeting day, date, time and venue for respective forums. There should be provision to upload agenda even before finalizing date and venue of the meeting.	
		11. Admin should be able to create different Meeting No., agenda No. and upload meeting agenda items (expandable and collapsible menus for agenda and sub-agenda) for the ensuing meeting date(s).	
		12. It should enable the admin to Upload agenda Note in PDF against each agenda item. There should be provision to upload multiple documents for one agenda.	
		13. View Notice of meeting as per pre-defined template with dynamic fields relating to "Forum", "Day", "Date", Time" and "Venue"	
		14. Once the agenda of a meeting date has been published, it should allow to subsequently upload certain urgent items (table agenda) which are not part of original agenda on the same date of meeting.	

Sr	Features	Detailed Functionality	Vendor Response (Y/N)
		<p>15. Upload Final Minutes for a meeting date after the same have been approved offline by the Chairman of the Committee.</p> <p>16. Upload the information on “Home Page” highlighting information such as “Directors Profile”, “Meeting Schedule”, “Products and Services” etc.</p> <p>17. For upload of agenda or any other document, facility such as preview, edit, delete, save, submit, view and print, should be made available</p> <p>18. Meeting content (Agenda, Notes, Minutes) should be available for viewing corresponding to respective meeting dates</p> <p>19. Facility to download all Notes/Minutes for a meeting date.</p> <p>20. Hyperlinks, if working on the original document, should also work on the application</p> <p>21. A notification on iPad/Tab/email (as per customizable text) should be able to send to the directors/secretaries (as and when desired), whenever – There is a new content (upload of agenda items along with notes in PDF, change in the day, date, time and venue of the meeting, upload of final minutes)</p>	
9	App based access (ipad) interface for committee members	<p>1. Login ID/password based access rights to the relevant members of Board/Committees for relevant forums. On successful authentication, the relevant forum(s) should be visible as virtual folder(s) and should open like the cover page of a book. Integration with Active Directory.</p> <p>2. Access to be given only to authorized device.</p> <p>3. User need to be under network environment only first time when meeting content is downloaded. Subsequently, the content should be available in offline mode also and can be accessed anywhere, anytime without network connectivity, except when there is a new upload or there is a change in the meeting day, date, time or venue</p>	

Sr	Features	Detailed Functionality	Vendor Response (Y/N)
		4. All application content such as PDFs should be maintained inside the application. No mechanism should be made available by the app to allow the user to view the content outside the app or print or copy the content to ensure confidentiality	
		5. 5. Notice, Agenda, Notes in PDF for an ensuing meeting date(s) should be available on iPad / Tab without any time lag	
		6. View all agenda items with hyperlink on each agenda item to view Note in PDF	
		7. View Note in PDF against each agenda item	
		8. Members should be able to read the Notes on iPads / Tab like physical books by flipping the pages and can also go to any page directly by selecting the page number.	
		9. Members should be able to create comments/notings in a “notings” box, which should be stored/available only on their device for reference in the meeting. They can delete the notings and change the location of the “notings” box anywhere on the same page. The size of the “notings” box should be flexible	
		10. Comments/notings should be viewed in a “notings” box on the relevant page as well as separately under “summary of notings” with a link to the relevant page number	
		11. Members should be able to highlight desired text in different colours and remove the highlight	
		12. Font size should be increased or decreased to suit readability (small, medium, large) in addition to the “pinch to zoom” facility	
		13. Provision to view final consolidated minutes for a meeting date	
		14. A “History” of Agenda, Notes and Final Minutes for a meeting date can be maintained for the period as per client’s requirement	

Sr	Features	Detailed Functionality	Vendor Response (Y/N)
		15. Facility of "Home Page" on iPad / Tab to view important information, such as directors' profile, meetings schedule etc	
		16. "Search" facility should be available within a document (in-line searches).	
		17. Once an agenda item is clicked/opened, the agenda title should turn to different mode say italics for identification. Provision should be available for "Refresh Links" on agenda page to bring the view to normal	
		18. Hyperlinks, if working on the original document, should also work on iPad / Tab app	
		19. Immediate notification on iPad / Tab as soon as any content is available for download or in case of any change in content (such as new downloads, change in agenda items etc.)	
		20. Provision to delete data remotely from end devices (iPad / Tab) app.	
		21. Data communication with mobile app should be encrypted.	

Date

Place

**Signature of Authorised Signatory ...**

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

\* \* \* \* \*

**7.3. Annexure – III Commercial Bid**

**[ TO BE SUBMITTED ON VENDOR'S LETTER HEAD ]**

**RfP for Procurement & Implementation of Electronic Meeting Software**

(RfP No: 400/2018/1268/BYO/ITV dated September 08, 2017)

**Commercial Bid**

Sr. No	Particulars	Qty	Total Cost in Rs.	Taxes	Total (inclusive of all taxes)
1	Software Solution Cost ** (with one year warranty)	1			
2	Implementation Charges at DC & DR site	1			
3	Maintenance Charges (per year)	1			
4	Any other cost (For Solution deployment)	1			
5	Cost for per man-months basis for any Change request (Optional)	1			
<b>Total Cost of Ownership</b>					

\*\* The solution should be for unlimited license deployed at end devices without any limitation on concurrency.

**Bidders are requested to note the following:**

- Conditional commercial bids would be rejected.
- All the details must be provided as per format, table wise summation to be calculated and updated, deviation from above format would enable the commercial bid to be rejected.
- All the rates must be quoted in INR. The cost should be inclusive of all taxes.
- In case of discrepancy between unit price and total price, the unit price shall prevail.
- ATS will be entered by the Bank, at sole discretion of the Bank.
- In case selected, the order would be placed to the vendor for at total cost for items from sr.no. 1 to 4 of the above table. The rate given in Sr.No. 5 will be considered towards change requests as per section 6.5 of the RfP.

Date  
Place

Signature of Authorised Signatory ...  
Name of the Authorised Signatory ...  
Designation ...  
Name of the Organisation ...  
Seal ...

\* \* \* \* \*

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**7.4. Annexure – IV Declaration Regarding Clean Track Record**

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**[ TO BE SUBMITTED ON VENDOR'S LETTER HEAD ]**

Date:

**The General Manager (Systems)**

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

Dear Sir,

**Declaration Regarding Clean Track Record**

I have carefully gone through the Terms & Conditions contained in the RfP No: 400/2018/1268/BYO/ITV dated September 08, 2017 regarding Procurement & Implementation of Electronic Meeting Software. We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India.

I further certify that I am competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

---

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

---

\* \* \* \* \*

**7.5. Annexure – V Bank Mandate Form**

**बैंक अधिदेश फॉर्म /BANK MANDATE FORM**

(दो प्रतियों में प्रस्तुत किया जाए /To be submitted in Duplicate)

[To be included in Technical Bid Envelope]

(कृपया सूचनाएँ साफ अक्षरों में भरें। जहाँ-कहीं लागू हो, उस पर सही का निशान लगाएँ।  
/Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का नाम  
Name of Borrower / vendor / supplier:

\_\_\_\_\_

\_\_\_\_\_

2. विक्रेता का कूट Vendor Code (if applicable)

\_\_\_\_\_

3. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का पता  
Address of the Borrower / vendor / supplier:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

नगर/City \_\_\_\_\_ पिनकोड Pin Code

ई-मेल आईडी /E-mail id: \_\_\_\_\_

एसटीडी कूट के साथ दूरभाष सं./Phone No. with STD code: \_\_\_\_\_

मोबाइल सं./Mobile:No.: \_\_\_\_\_

स्थायी खाता संख्या/Permanent Account Number \_\_\_\_\_

एमएसई पंजीकरण/सीए प्रमाणपत्र/MSE Registration / CA Certificate; \_\_\_\_\_

(यदि लागू हो/if applicable)

**3. बैंक खाते का विवरण / Particulars of Bank account:**

हिताधिकारी का नाम Beneficiary Name			
बैंक का नाम Bank Name	शाखा का नाम Branch Name		
शाखा का स्थान Branch Place	शाखा का नगर Branch City		
पिनकोड PIN Code	शाखा कूट Branch Code		
एमआईसीआर सं. MICR			



No.			
खाते का स्वरूप Account type	बचत/Saving	चालू/Current	नक़द उधार Cash Credit
खाता सं . Account No.	(जैसी चेकबुक में अंकित है / as appearing in the Cheque book)		
<p>(बैंक से आपूर्त एमआईसीआर1 चेक पर अंकित कूट संख्या। कृपया यह सुनिश्चित करने के लिए कि बैंक का नाम ,शाखा का नाम एवं कूट तथा खाता संख्या सही है ,अपने बैंक का निरस्त किया हुआ चेक संलग्न करें/ 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 &amp; code and Account Number)</p>			
आईएफएससी कू CODE2	आरटीजीएस अंतरण के लिए For RTGS transfer		एनईएफ़टी अंतरण के लिए For NEFT transfer

4. अधिदेश के प्रभावी किए जाने की तिथि

Date from which the mandate should be effective :

मैं एतद् द्वारा घोषित करता हूँ कि ऊपर दिए गए विवरण सही और पूर्ण हैं। यदि अपूर्ण या गलत सूचना के कारण लेनदेन (भुगतान (मैं कोई बिलम्ब होता है या भुगतान नहीं हो पाता है ,तो मैं सिडबी / आईडीबीआई बैंक को उसके लिए उत्तरदायी नहीं बनाऊँगा। मैं यह भी वचन देता हूँ कि यदि मेरे खाते के विवरण में कोई परिवर्तन होगा ,तो मैं उसकी सूचना दूँगा ,ताकि भा.रि.बैंक के आरटीजीएस/एनईएफ़टी के माध्यम से राशि जमा किए जाने के प्रयोजन के लिए अभिलेख अद्यतन किए जा सकें।

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**.

स्थान/Place : \_\_\_\_\_

दिनांक/Date : \_\_\_\_\_

हस्ताक्षर

पार्टी/प्राधिकृत हस्ताक्षरकर्ता के

Signature of the party / Authorized

Signatory

.....

प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।

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

बैंक की मुहर/Bank's stamp :

दिनांक/Date :

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर /  
Signature of the Authorized Official from the Banks)

**टिप्पणी : यदि आरटीजीएस/एनईएफटी संबंधी कोई प्रभार होगा ,तो उसका वहन पार्टी करेगी।**

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

**1, 2: आईएफएससी/एमआईसीआर के बारे में टिप्पणी**

भारतीय वित्तीय प्रणाली कूट एक अक्षरांकीय/वर्णांकीय कूट है ,जो भारत में किसी बैंक-शाखा की अनन्य रूप से पहचान के लिए बनाया गया है। यह 11 अंकों का कूट है ,जिसमें प्रथम 4 अक्षर बैंक के कूट को दर्शाते हैं ,जबकि पाँचवाँ अंक नियंत्रण अंक के रूप आरक्षित है )वर्तमान में पाँचवें स्थान पर 0 है (तथा शेष अंक शाखा की पहचान हैं। चेक पर अंकित एमआईसीआर कूट )चुम्बकीय स्याही अंक पहचान (में 9 अंक होते हैं ,जिनसे बैंक-शाखा की पहचान होती है। भा.रि.बैंक ने सभी बैंकों को सूचित किया है कि वे अपने ग्राहकों को जारी किए जाने वाले चेक पत्रकों पर आईएफएससी मुद्रित कराएँ। कोई ग्राहक भी अपनी बैंक-शाखा से संपर्क कर उस शाखा का आईएफएस कूट प्राप्त कर सकता है।

**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.

\* \* \* \* \*

**7.6. Annexure – VI EMD / Performance Security Form**

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

To: SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

WHEREAS ..... (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal (RFP) No. [400/2017/1268/BYO/ITV dated June 02, 2017](#)

for the **"Procurement & Implementation of Electronic Meeting Software"** (herein after called the 'the RFP') to you.

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

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

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

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

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

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

any time or waiver granted to the vendor;

the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;

any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;

any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;

any change in constitution of the vendor;

any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

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

This guarantee is valid until the ..... day of <validity date> and a claim in writing is required to be presented to us within one months from <validity date> i.e. on or before <claim period> failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address .....

.....

.....

\*\*\*\*\*

**7.7. Annexure – VII Performance Bank Guarantee**

**BANK GUARANTEE**

**[To be included in Technical Bid Envelope]**

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, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the SIDBI ) having agreed to award a contract to M/s. ' Service Provider Name' having its office at ' Service Provider's Office Address', (hereinafter called "the Service Provider") for **"Procurement & Implementation of Electronic Meeting Software"** on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter-alia, stipulates for **submission of Bank guarantee for 10% of the contract value** i.e. ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfilment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) \_\_\_\_\_, having its principal/ head office /registered office at \_\_\_\_\_ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address)\_\_\_\_\_ (herein after referred to as (Bank name) \_\_\_\_\_ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No \_\_\_\_\_ in favour of **Small Industries Development Bank of India (SIDBI)**

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for **"Procurement & Implementation of Electronic Meeting Software"** to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and

conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_

6. The liability under this guarantee is restricted to ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants 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 authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` \_\_\_\_\_ (Rupees \_\_\_\_\_).
10. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, 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. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` \_\_\_\_\_ (Rupees \_\_\_\_\_).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations

hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.

14. Kindly return the original of this guarantee to (bank name & address) \_\_\_\_\_ upon the earlier of (a) its discharge by payment of claims aggregating to ` \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)“
15. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at Mumbai

In witness where of we ..... have set and subscribed our hand and seal this ..... day of .....2015.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name.....  
Signature.....  
Designation.....

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

**7.8. Annexure – VIII Installation Certificate**

**Installation Certificate**

1	Vendor Name	
2	RfP No	400/2018/1268/BYO/ITV dated September 08, 2017
3	Purchase Order No and Date	
4	Invoice No. and date	
5	Description of equipment	
6	Serial No's of equipment	
7	Date of Delivery	
8	Installation Date	
9	Certificate	Electronic Meeting Software application alongwith the customisation [as per order] has been installed successfully at DC and DR sites.

Name of SIDBI official : \_\_\_\_\_

Designation : \_\_\_\_\_

Signature : \_\_\_\_\_

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

Seal :

\* \* \* \* \*



**7.9. Annexure – IX Acceptance Certificate**

**Acceptance Certificate Format**

1	Vendor Name	
2	RfP No	400/2018/1268/BYO/ITV dated September 08, 2017
3	Purchase Order No and Date	
4	Invoice No. and date	
5	Description of equipment	
6	Serial No's of equipment	
7	Date of Delivery	
8	Installation Date	
9	Certificate	The Electronic Meeting Software delivered under the RfP has be installed & implemented as per the order.
<p>Name of SIDBI official : _____</p> <p>Designation : _____</p> <p>Signature : _____</p> <p>Date : _____</p> <p>Seal : _____</p>		

\* \* \* \* \*