

भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

खरीद के लिए प्रस्तावों का आमंत्रण
सिडबी चेन्नई के लिये इंटेल सर्वर की खरीद
Request for Proposal
For

Purchase of Intel Servers for SIDBI, Chennai

टेंडर सं. / Tender No.	400/2016/1100/BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	April 29, 2015
पूर्व-बोली बैठक की तिथि / Date of pre-bid meeting	May 07, 2015, 3.00 pm
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	May 14, 2015, 3.30 pm
टेंडर बंद होने का समय / Tender Closing Time	May 14, 2015, 3.30 pm
तकनीकी बोलियां खोलने की तिथि / Date of opening of Technical Bids	May 14, 2015, 5.00 pm
टेंडर मूल्य / Tender Cost	₹500/- (Rupees Five hundred only)
बयाना जमा राशि / Earnest Money Deposit	₹20,000/- (Rupees Twenty Thousand only)

भारतीय लघु उद्योग विकास बैंक
एमएसएमई विकास केन्द्र, सी-11, जी ब्लॉक,
बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पू.), 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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Critical Information/ महत्वपूर्ण सूचना

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	May 07, 2015	12.30 pm
2	Pre Bid meeting (no clarifications would be given after pre-bid meeting)/ पूर्व-बोली बैठक)पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा(May 07, 2015	3.00 pm
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	May 14, 2015	3.30 pm
4	Tender closing date & time/ टेंडर बंद होने की तिथि व समय	May 14, 2015	3.30 pm
5	Address for Bid Submission/ बोली जमा करने का पता	General Manager (Systems) Small Industries Development Bank of India 3rd Floor, MSME Development Centre Plot No. C-11, G Block Bandra Kurla Complex Bandra (E), Mumbai - 400 05 Phone: 022-67531100 / 67531229 Fax: 022-67531236 महाप्रबन्धक (सिस्टम्स) भारतीय लघु उद्योग विकास बैंक, 3रा तल, एमएसएमई विकास केंद्र, प्लॉट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा(पू.), मुम्बई दूरभाष: 022-67531100 / 67531229 फैक्स: 022-67531236	
6	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	May 14, 2015	5.00 pm
7	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा	
8	Bid Validity/ बोली के वैद्यता	90 days from the last date of bid submission i.e. June 23, 2015. बोली जमा करने की अंतिम तिथि से 90 दिन तक।	
9	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	Sudhir Tandon, DGM (Systems) उ.म.प्र.(सिस्टम्स)	022-67531245, standon@sidbi.in
		Rajesh Joshi, AGM (Systems) राजेश जोशी , स.म.प्र. (सिस्टम्स)	022-67531251, rjoshi@sidbi.in
		A.K. Yadav, M (Systems) आनंद किशोर यादव, प्र. (सिस्टम्स)	022-67531371, anand@sidbi.in

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Important Terms

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- 'Bank' means 'Small Industries Development Bank of India'.
- 'Bidder' means the respondent to the RFP document.
- 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
- 'Service Provider' refers to the successful bidder who provides the services to the bank after the contract is awarded by the bank, also abbreviated as 'SP'.
- 'RFP' or 'Tender' means the Request for Proposal document
- 'DC' means Data centre, 'DR' means Disaster Recovery site
- 'Bid' may be referred to as 'Offer'.

Glossary

Acronym	Description
SWIFT	Society for Worldwide Interbank Financial Telecommunication
NDS	Negotiated Dealing System
AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BG	Bank Guarantee
DR	Disaster Recovery
EMD	Earnest Money Deposit
MAF	Manufacturer Authorisation Form
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee

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1. Introduction and Disclaimers

1.1 Purpose of RfP and scope of Work

1. This Request for Proposal document (“**RfP document**” or “**RfP**”) has been prepared solely for the purpose of enabling the **Small Industries Development Bank of India**, referred as the “**Bank**” hereafter, to select a vendor for the supply, install, integrate and operationalise Intel based servers for Bank’s Chennai Data Center.
2. SIDBI needs to procure Intel Servers for Chennai data centre. The requirement is as detailed as under:

S. No.	Description of the Item	No. Of Equipments
1	Intel Xeon Quad Core Processor 64 bit, 16 GB RAM, 2* 300 GB with RAID controller, HBA Card, HBA SAS Card for SAS Connectivity Support, Dual Ethernet Cards (Windows 2012 R2 64 bit Standard Edition downgradable to Windows 2008 R2)	2 (Two)

3. The tender methodology being followed is under Two Bid System viz. 1) **Pre-qualification and Technical bid** and 2) **Commercial bid**.
4. Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in annexures attached.
5. 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.

1.2 Information Provided

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

1.3 Disclaimer

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

1.4 Costs to be borne by Respondents

1. 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/ presentations, etc. and

providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

1.5 No Legal Relationship

1. No binding legal relationship will exist between any of the Respondents and SIDBI until the issues of purchase order / execution of a contractual agreement.

1.6 Recipient Obligation to inform itself

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

1.7 Evaluation of Offers

1. Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
2. The issuance of RfP document is merely an invitation of offers and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.8 Acceptance of Selection Process

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

1.9 Errors and Omissions

1. Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document but not later than 10 (ten) working days prior to the due date for submission of bids.

1.10 Acceptance of Terms

1. Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms as stated in this RfP.

1.11 Requests for Proposal

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

Contact : R K Sharma
Position : General Manager (ITV)
Email : rksharma@sidbi.in
Telephone : +91 - 22 – 67531228,
Fax : +91 - 22 – 67531236

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

details should also be written/ printed without fail on each of the bids envelopes as well.

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

1.12 Notification

1. SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP response.

2. RfP Response

2.1 Bid Price

1. Non-refundable Bid Price of **₹500/- (₹ Five Hundred only)** by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favoring '**Small Industries Development Bank of India**', must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Bidder where the bid price has not been furnished with the RFP response.

2.2 Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of **₹20,000/- (₹ Twenty Thousand only)** in the form of Demand Draft / Banker's Cheque drawn on a scheduled bank in favour of "**Small Industries Development Bank of India**" payable in Mumbai or Bank Guarantee (BG) as per format prescribed in **Annexure - IX**. No interest will be paid on EMD and it could be forfeited in case of default as per clause 5.5.

2.3 Bid Submission Closing Date

1. RFP Response should be received by SIDBI not later than date and time mentioned in '**Critical Information**' section above, at SIDBI Office premises.

2.4 RfP Validity Period

1. The Bids must remain valid and open for evaluation according to their terms for a period of **90 days** from the last date of the submission of bids.

2.5 Late RFP Policy

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**.

2.6 Receiving of RFP Response

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.

2.7 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing by the time mentioned in '**Critical Information**' section above. No query / clarification would be entertained over phone.
2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

3. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any 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 invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
4. The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes, to clarify any response.

2.8 Pre-Bid Meeting

1. The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
2. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the '**Critical Information**' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and Central Public Procurement Portal (CPPP) within **07 working days** of the pre-bid meeting. However, it would be responsibility of the bidder to check the websites before final submission of bids.
5. 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.

2.9 Disqualification

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

2.10 Selection process

1. Successful Bidder will be selected through two bid evaluation process:
 - i) Pre-qualification/ Eligibility and Technical evaluation
 - ii) Commercial evaluation

2.11 Details of Bids to be submitted

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>Minimum Eligibility Bid</p> <p>i. Bid Covering letter as per format prescribed in Annexure-I</p> <p>ii. General Information about the bidder as per format prescribed in Annexure-II</p>	Hardcopy – 1	“Minimum Eligibility and Technical Bid” for Purchase of Intel Servers – Rfp No.

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	iii. Response to Minimum Eligibility Criteria as per format prescribed in Annexure-III iv. Declaration regarding clean track record, as per format prescribed in Annexure-VI v. Letter of competence as per format prescribed in Annexure-VII vi. Power of Attorney as per format prescribed in Annexure-VIII vii. Letter of Conformity as per format prescribed in Annexure-X viii. DDs/ Instruments/ BG as per format prescribed in Annexure-XI , towards Bid Price & Earnest Money Deposit (EMD). ix. Non-disclosure Agreement as per Annexure XII . x. Bank Mandate Form as per Annexure-XIII .		
	Technical Bid i. Response to Technical Bid – 3 Intel based servers as per format prescribed in Annexure-IV ii. Support Escalation Matrix as per Annexure-XV . iii. Undertaking of Authenticity as per Annexure-XVI iv. Manufacturer's Authorization Form (MAF) as per Annexure-XV	Hardcopy – 1	
II	Commercial Bid i. Response to Commercial Bid as per format prescribed in Annexure-V	Hardcopy – 1	Commercial Bid for for Purchase of Intel Servers – Rfp No. “

2. Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “**Bid for Purchase of Intel Servers for SIDBI, Chennai – Rfp No.**”.
3. All the individual envelopes must be super-scribed with the following information as well:
 - i) Name of the bidder, Contact Name, Number and e-mail id.
4. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

2.12 Important

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

1. Authorized signatory must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. The RfP is hosted on SIDBI website <http://www.sidbi.in> and also on **Central Public Procurement Portal (CPPP)**. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

3. Background

3.1 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.

4. Terms and Conditions

4.1 General

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its **Annexures & Appendices**. 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.
2. At any time prior to the deadline for submission of Bids SIDBI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RfP by amendment and same will be placed on the bank's website & Central Public Procurement Portal (CPPP) as corrigendum/ addendum for information of all prospective Bidders.
3. All such amendment shall become part of the RfP and same will be notified on bank's website & CPPP. The Bidders are required to have a watch for any such amendment till the last moment before submitting the bid.
4. 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.
5. 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 preparing technical and commercial proposal for the project. 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 service provider 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/submitting the response.
6. SIDBI reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website and CPPP.
7. 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.
8. 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.
9. SIDBI reserves the right to change the required specifications and ask for the revised bids or cancel the process without assigning any reasons.

10. The scope of the proposal shall be on the basis of single point responsibility, completely covering all obligations and providing all deliverables and services required for successful implementation of the hardware specified under this RfP, **on end-to-end basis**.
11. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.
12. Depending on requirement, SIDBI may decide to move hardware items to any of its locations during the contract period. The bidder will continue to provide the respective services covered under this RfP at the new location without any extra cost.
13. Bidder should guarantee that the software and allied components used to service SIDBI are licensed and legal.
14. The bidder shall have the sole responsibility for fulfilling all obligations and providing all deliverables and services required for successful installation of the hardware.
15. Bank shall be responsible for timely site readiness. Bank agrees that Bidder shall not be in any manner liable for any delay arising out of Bank's failure to make the site ready within the stipulated period.
16. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the purchase order to be issued for this RfP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc. The Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
17. It would be vendor's responsibility to ensure safe disposal of e-waste comprising discarded hardware/ electrical/ electronic equipment/ components taken under buyback or other arrangement.

4.2 Commercial Bid

1. **Currency** - The Bidder is required to quote in Indian Rupees ('INR' / '₹'). Bids in currencies other than INR may not be considered.
2. **Tax & Octroi** - 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. However, Octroi/ entry tax, if any, would be paid as on actual on production of Octroi/ entry tax receipt (in original) in the name of SIDBI.
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. This will remain applicable throughout the contract period.
4. It would be bidder's responsibility to identify and factor cost of each and every commercial item mentioned in this RfP document during submission of commercial

bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder (Service Provider) has to provide the services at its own cost. However, if anything is missed out by SIDBI in the RfP document, SIDBI would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Service Provider for similar such item.

5. 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.

4.3 Rules for Responding to the RFP

1. All responses should be in English language. All responses by the Bidders to this RFP document shall be binding on such Bidders till the bid validity.
2. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Vendor.
3. Any part of the response either technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the bank.
4. SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of SIDBI, the information furnished is incomplete or the Bidder does not qualify for the contract.
5. The Commercial and Technical bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be liable to be rejected.
6. The bidders should obtain necessary permissions and approval from the customers whose references have been given in their response, for undertaking site visits and or their obtaining feedback by the Bank.
7. The Bidder must submit the response exactly in the formats mentioned in this RfP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. SIDBI would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant additional information.
8. Either the Indian Agent on behalf of the Principal/ OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item / product. If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM for the same item /product.
9. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that all software and hardware to be supplied in response to this RFP meets the requirements. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank.
10. The bidder shall represent that the proposed hardware and its constituents including documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any

governmental or judicial authority. The bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the software, hardware and other materials and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The bidder represents and agrees to obtain and maintain validity throughout the project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.

11. **End of support/ Life** : The bidder has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of support for at least 5 years from the date of this RfP. In the event if any equipment supplied by the bidder reaches end of support, within the period of contract, the bidder has to replace the equipment at no additional cost to the Bank. The equipment should not be marked **End-of-Life** during next 12 months.
12. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by SIDBI.
13. SIDBI would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.
14. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
15. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description complying with the requirement must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
16. Responses received become the property of SIDBI and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
17. The Bidders shall adhere to the terms of this RfP document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RfP. The Bank reserves its right to not to accept such deviations to the Tender terms, in its sole and absolute discretion.

4.4 Bid Security and Performance Guarantee

4.4.1 Bid Security / Earnest Money deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of **₹20,000/- (₹ Twenty Thousand only)** in the form and manner as prescribed elsewhere in this document.
2. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
3. The Demand Draft/ Pay Order/ BG should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Bank.

4. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
 - i) In case the Bidder withdraws the bid within the validity period of the bid for any reason whatsoever;
 - ii) In case the successful Bidder fails to accept the LOI/ purchase order as specified in this document **within 10 working days** from the date of LOI/ Purchase order for any reason whatsoever; or

Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.

5. The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events:
 - i) Issue of Letter of Intent (LOI)/ Purchase order to selected vendor; **OR**
 - ii) End of the bid validity period including extended period (if any), whichever is earlier; **OR**
 - iii) Receipt of the signed contract and performance security from the successful bidder.

whichever is earlier.

6. **Successful bidder** will be refunded the EMD amount only after submission of **Performance Bank Guarantee** as mentioned in the following section.

4.4.2 Performance Bank Guarantee (PBG)

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to **10% of the total order value with BG validity up to the last date of the warranty period and invocation period of 03 (three) months beyond the BG validity date.**
2. The successful Bidder shall provide the performance bank guarantee after the communication regarding acceptance of the hardware has been received from the Bank. As per payment terms, the balance 10% payment shall be released only after the receipt of PBG.
3. In the event of non-performance of obligation or failure to meet terms of this RfP/ Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
4. The SOW will be deemed complete only when all the hardware is are delivered in good condition, installed, commissioned, implemented, tested and accepted along with the documentation and training provided to Bank's employees in compliance with the terms of this RfP and subsequent purchase order.
5. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
6. The Performance Bank Guarantee would be returned to the successful Bidder after the expiry of the warranty period plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder.
7. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
8. If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two quarters or any three quarters in a calendar year, SIDBI will inter-alias, be at liberty to invoke the performance guarantee within the ambit of

Section 4.4.1(4) hereinabove in addition to other remedies available to it under the contract or otherwise.

9. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the **performance guarantee accordingly**.

4.5 Terms of Delivery and Installation

1. Vendor shall ensure to deliver all the components of the proposed hardware within **04 (four) weeks** from the date of the purchase order, at respective offices. Vendor shall ensure to get the delivery challans, clearly indicating the date of delivery, signed by the SIDBI officials at respective offices.
2. Vendor shall arrange for the road permits etc. wherever required. Any letter/certificate required for the purpose of obtaining such permits will be given by the Bank.
3. Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase order. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract.
4. The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI. Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this may be given by the Bank.
5. After completion of installation the bidder should obtain installation certificate from the Bank official as per **Annexure –XVIII**. SIDBI will carry out acceptance of hardware as per acceptance test criteria stipulated at **4.8**.
6. Installation will be treated as incomplete in one/ all of the following situations:
 - Non-delivery of any of the items mentioned in the order.
 - Delivery, but no installation of the server or OS licenses or configuration with existing SAN.
 - System operational, but unsatisfactory to the Bank.

4.6 Service Level Targets (SLTs)

1. Service level targets for different type of calls for Response & Resolution time during warranty, on-site support & AMC period would be as under:

Call Type	Response Time	Resolution Time
Server related	3 hrs	6 hrs

2. The Service Provider needs to ensure compliance of the following server level targets during warranty, on-site support & AMC period:

Response time	Resolution time
93%	95%

3. Measurement Metrics:

Actual Response and Resolution time will be measured as follows:

$$\text{Response time (\%)} = \frac{\text{Calls attended within stipulated response time}}{\text{Total number of calls received in the quarter}} \times 100$$

$$\text{Resolution time (\%)} = \frac{\text{Calls closed within stipulated resolution time}}{\text{Total number of calls received in the quarter}} \times 100$$

4. Service provider will make all these information available using the specific SLA tool being used by SIDBI.

4.7 Penalty Clause

5. Following would be the penalties applicable in the event of happening of the following events:

i) Late delivery:

- If the vendor fails to deliver the items within stipulated period, Bank will impose a penalty of **1% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of the order value of the late delivered items.**
- In case the delay exceeds **FIVE weeks**, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise. If orders are cancelled due to non delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank.

ii) Delay in installation:

- In case the delay exceeds **FIVE weeks**, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise. If orders are cancelled due to non delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank.
- The penalty applicable for each phase shall be independent of each other. Delay in any of the phases shall be calculated from the start of the respective phase.
- Implementation penalty won't be applicable for delays attributed to the Bank like site not ready.

iii) Non-compliance of SLTs:

- Actual vs targeted compliance level for each of the respective service areas will be measured separately in each quarter.
- Applicable Penalty (%) would be as under:

Shortfall in SLT by	Penalty (%)
<= 1 %	1
> 1% and <= 3 %	3
> 3% and <= 5 %	5
> 5% and <= 6 %	6
> 6% and <= 8 %	8
> 8% and <= 10 %	10

- Penalty for the quarter will be calculated as:

Penalty amount = Penalty (%) x Total services Cost for the quarter.

- d) However, the aggregate penalties that may be levied in a quarter towards the aforesaid managed services shall be limited to 10% of amounts payable quarterly.
 - e) Downtime of services on holidays, Saturdays, Sundays or scheduled downtime will not be considered for calculation of uptime and penalty.
6. All the applicable penalties shall be calculated separately and be independent of each other.

4.8 Acceptance of the Hardware:

Supplied items shall be deemed to be accepted on the completion of following events:

1. The server is installed, configured and integrated with bank's network and existing SAN Setup.
2. Installation and configuration of the Server with the existing SAN setup at SIDBI, Chennai which is HP EVA 4400. Configuration of proposed server with connectivity with the existing HP EVA 4400 SAN shall be performed by the selected vendor. Vendor is required to provide two 15 feet cables one for each server for the connectivity to SAN switch. Vendor scope for cabling is as follows:
 - a. Two Fiber cable, each of 15 Feet cables with the SAN to the server.
 - b. Connectivity configuration with the existing SAN on each server with SAN Volume mapping and demonstration of standard activity / operations (viz. Read / Write etc.) to be performed by the vendor using two new servers.
3. The acceptance / performance test will be performed after completion of installation and commissioning of all the components at the sites of installation. Complete hardware and Software as specified in the tender must have been supplied, installed, commissioned and integrated properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
4. In the event of hardware 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.
5. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of systems
6. The Bank 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.
7. Acceptance test criteria [Category Wise] is given below:

S.N	Nature of Activity	Remarks
1	Physical Delivery of the equipments [hardware / software etc.] as per the PO and Installation / configuration commissioning / integration.	<ul style="list-style-type: none"> The vendor has to deliver and install the items mentioned in the PO at respective SIDBI location. Carry out necessary configuration. Delivery of OS licences.
2	OS, SAN, Network Configuration and related issues	<ul style="list-style-type: none"> The vendor will install and implement OS versions with recommended service Packs, patches, if required. Compatibility issues of sub-systems with OS, respective drivers, firmware, if required, are to be resolved by the vendor. Vendor to ensure that the servers are connected to the SAN setup of HP EVA 4400 as per SIDBI's requirement. Network and common TCP/IP configuration. The vendor shall ensure the integration of the servers with present network setup of SIDBI. The vendor shall do Installation and configuration of the Server with the existing SAN setup at SIDBI, Chennai which is HP EVA 4400. Vendor is required to provide two 15 feet cables one for each server for the connectivity to SAN switch. Vendor scope for cabling is as following : <ol style="list-style-type: none"> Two Fiber cable, each of 15 Feet cables with the SAN to the server. Connectivity configuration with the existing SAN on each server with SAN Volume mapping and demonstration of standard activity / operations (viz. Read / Write etc.) to be performed by the vendor using two new servers.

4.9 Acceptance Certificate

- On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after the Bank is satisfied with the working on the system, the acceptance certificate as per **Annexure -XIX** signed by the Bidder and the representative of the Bank will be issued.
- The date on which such certificate is signed shall be deemed to be the date of acceptance of the system and the WARRANTY of the system starts from that date.

4.10 Payment Terms

- The bidder will submit the cost details in the specified format mentioned in **Annexure - V**.
- Payment towards the cost of Intel Servers would be made as per following terms:

- a) 90% of the cost of the deliverables after delivery and verification of items at SIDBI, Mumbai.
 - b) 10% of the cost of the deliverables after complying with acceptance criteria and after submitting Performance Bank Guarantee from a scheduled commercial bank equivalent to 10% of contract value, valid till expiry of warranty period from the date of acceptance along with invocation period of THREE months.
3. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT by crediting the same in bidder's bank a/c as per details furnished in the Bank Mandate Form.
 4. Payments will be made after deducting TDS/other taxes and applicable penalty, if any.
 5. Octroi/ entry tax, if any, shall be paid as on actual on the submission of octroi/ entry tax receipt in the name of SIDBI. Octroi/ entry tax payment shall be made along with the delivery payment of the hardware.
 6. The last payment will be released only after the happening of events as mentioned in the table above and receipt of **Performance Bank Guarantee**.
 7. Payments during the AMC/ ATS period shall be made half-yearly in arrears after deducting the penalties, if any, and applicable taxes.
 8. All the payments including refund of EMD (if submitted in the form of DD/ Pay order) 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 – XIII**. 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 and the fact should be clearly mentioned in the General Information about Bidder - **Annexure II**.

4.11 Annual Maintenance Contract

1. After the expiry of the warranty period, Bank shall have the option of entering into the AMC for all or any of the hardware components for a period of 02 years for hardware components, at the rate not exceeding the rate for respective items as mentioned in the original purchase order.
2. For the software component, the vendor shall renew the back-to-back AMC with respective OEM and submit the proof thereof for claiming the payments.
3. The Service Level Agreement (SLA) terms during the AMC shall be the same as during the warranty period.

4.12 Order Cancellation

1. The Bank will provide the Vendor a remedy period of **30 days** to rectify a default or given situation. The Bank will provide in writing the nature of the default to the vendor through a letter or mail correspondence. The 30 days time period will commence from the day the Bank has sent such correspondence to the Vendor.
2. The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:
 - i) Delay in implementation / installation beyond the specified period that is agreed and prescribed in the purchase order; and
 - ii) Discrepancy in the quality of service/ hardware/ software expected during the implementation and subsequent maintenance process.

- iii) Failure of the vendor to make the situation good within the remedy period.
3. In case of order cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ **prevailing PLR (prime lending rate) for Direct Assistance, which is @12.75% p.a. currently**, from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the cancellation of the order.

4.13 Insurance

1. The vendor shall ensure to take Comprehensive Insurance till one month beyond the schedule date of delivery. The equipment shall be fully insured in Indian Rupees (INR). In case any loss or damage of any nature whatsoever occurs, the Vendor shall be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item/s;
2. The insurance shall be for an amount equal to the total value of equipments on "all risks" basis, including war risks, fire and theft and robbery clauses.

4.14 Undertaking of Authenticity

1. Bidders shall give an undertaking of authenticity as per **Annexure-XVI**, to ensure the following:
 - i) That the hardware delivered to the Bank including all components and attachments are original/ brand new from respective OEMs and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.
 - ii) That software supplied with the system, the Vendor should ensure that the same is licensed and legally obtained with valid documentation from respective OEMs.

4.15 Manufacturer's Authorisation Form (MAF)

1. The Vendor should furnish a letter in the format as per **Annexure-XVII** from original equipment manufacturer authorizing the Vendor to quote for OEM's product in response to the RFP from the Bank. The said letter should also offer to extend the required warranty from the respective OEM in respect of the items being quoted.

4.16 Rules for Evaluation of Responses

1. To assist in the scrutiny, evaluation and comparison of responses/offers, SIDBI may, at its discretion, ask some or all Bidders for clarifications on their offers. The request for such clarifications and the response will necessarily be in writing. SIDBI has the right to disqualify the Bidder whose clarification is not received by SIDBI within the stipulated time or is found not suitable to the proposed project.
2. Bidders are requested to be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, **within a week's period after the last date of the submission of proposals**, as mentioned in '**Critical Information**' of this document. Accordingly, SIDBI will communicate a date and time to all Bidders. The Bidder will arrange for such demonstrations, presentations, site visits and obtain customer feedback at its own cost. All the necessary approval for site visits/ customer feedback must be obtained by the bidders from referred customers.
3. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

4. SIDBI may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of SIDBI contains any false or misleading claims or statements. SIDBI shall not be liable to any person for excluding or rejecting any such proposal.
5. SIDBI reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document. SIDBI would not give any clarification/explanation to the concerned bidder in case of such rejection.
6. SIDBI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
7. SIDBI will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, SIDBI shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

4.17 Consortium/ Sub-Contractor

1. Delivery of all the services as per the scope of this RfP shall be the sole responsibility of the bidder. Consortium or sub-contractor arrangement in any form is strictly not allowed. Bank will not entertain any submissions from the bidders in this regard.

4.18 Corrupt and fraudulent practice

1. 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:
 - i) "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.
 - ii) "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.
 - iii) 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.

4.19 Waiver

1. No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right, power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.20 Violation of terms

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

4.21 Confidentiality

1. This RfP contains information proprietary to SIDBI. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of SIDBI.
2. In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

4.22 IPR Infringement

1. As part of this project, bidder / service provider will deliver different software, if the use of any such software by / for SIDBI, infringes the intellectual property rights of any third person, Service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.

4.23 Limitation of liability

1. Save and except the liability under Section of 'IPR Infringent' and/or indemnity provision in **Clause 4.22** herein below, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

4.24 Grievances Redressal Mechanism

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

4.25 Compliance with Statutory and Regulatory Provisions

1. It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

4.26 Taxes and Duties

1. The Vendor shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.
2. The vendor must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.
3. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
4. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

4.27 Right of Publicity

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.

4.28 Resolution of Dispute

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.
2. The dispute resolution mechanism to be applied shall be as follows:
 - i) 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.
 - ii) 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;
 - iii) The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.
3. The Agreement shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.
4. No conflict between the BIDDERS and SIDBI shall cause cessation of services. Only by mutual consent the services will be withdrawn.

4.29 Force Majeure

1. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to this RfP is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, successful bidder shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

4.30 Indemnity

1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
 - i) Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
 - ii) An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
 - iii) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
 - iv) Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
 - v) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - vi) Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
 - vii) Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
 - viii) The use of unlicensed and illegal Software and/or allied components by the successful Bidder
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- i) Notifies the Bidder in writing; and
 - ii) Cooperate with the bidder in the defense and settlement of the claims.
3. The Bidder shall not be liable for defects or non-conformance resulting from:
- i) Software, hardware, interfacing not approved by Bidder; or
 - ii) Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
 - iii) Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
 - iv) Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

4.31 Public Procurement Policy on Micro and Small Enterprises (MSEs)

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.
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).
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.
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.

5. Evaluation Methodology

5.1 Evaluation process

1. The tender methodology proposed to be adopted by SIDBI will be “TWO Bid System” i.e., Minimum Eligibility and Technical Bid and Commercial Bid.
2. Bid evaluation shall be done in two phases. In first phase only the 1st envelope containing the Minimum Eligibility and Technical Bid, will be opened in the presence of the representatives of the bidders. Evaluation of bid shall be done with respect to terms and conditions defined in the tender. Based on the evaluation, bidders will be short listed for opening of the commercial bids.
3. In second phase, 2nd envelope containing commercial bids of the bidders short listed in the first phase shall be opened in the presence of the bidder's representative. Date and time of opening of the commercial bids shall be advised only to the bidders shortlisted in the first phase of evaluation, through fax/ mail/ phone.
4. SIDBI will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the Lowest (L1) Commercial bid.

5.2 Evaluation of Commercial Bids and selection of vendor

1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be considered for commercial evaluation.
2. The date for opening of commercial bids will be separately advised.
3. The vendor with the **lowest Total Cost of Ownership (TCO)** will be selected subject to the acceptance/ compliance of all other terms and conditions defined in this RfP document.

5.3 Arithmetic errors correction

1. Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:
 - i) 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.
 - ii) 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.
 - iii) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - iv) 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.
 - v) 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.

Annexure – I. Bid Covering Letter

(To be submitted on Bidder's company letter head)

Date:

The Country Head (ITV)
Small Industries Development Bank of India,
3rd Floor, SME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Purchase of Intel Servers for SIDBI, Chennai

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

We, the undersigned bidders, 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 following as per requirement:

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of **₹500/- (₹ Five Hundred only)** towards non-refundable bid price.
2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / banker's cheque/ Bank Guarantee (BG) of the sum of **₹20,000/- (₹ Twenty Thousand only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
3. Minimum Eligibility and Technical bid and Commercial bid inside separate envelopes, in prescribed formats.
4. 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 specially those related to evaluation and selection processes 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 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 ...

Annexure – II. General Information about Bidder

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

Details of the Bidder (Company)				
1	Name of the Bidder			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company	Date:		
		Ref.#		
5	Details of Commencement of Business	Date:		
		Ref.#		
6	Sales tax registration no.			
7	Service tax registration no.			
8	Employee Provident Fund (EPF) Registration no.			
9	Employee State Insurance (ESI) no.			
10	Permanent Account Number (PAN)			
11	Bank Mandate Form Status <tick appropriate>:			
12	<input type="checkbox"/> Already Submitted with SIDBI <input type="checkbox"/> Being submitted herewith as per format			
	Bank Account Details as in Bank Mandate Form:			
	S.N.	Bank Name and Branch	Account Type / No.	IFSC Code
13	Name & Designation of the contact person to whom all references shall be made regarding this tender and in whose name the power of attorney has been issued.			
	Telephone No. (with STD Code) & E-Mail of the contact person			
	Fax No. (with STD Code)			
14	MSE Status as per the definition at para 4.33 of the RfP <tick appropriate>:			
	<input type="checkbox"/> Company does not qualify the status of MSE.			
	<input type="checkbox"/> Company does qualify the MSE status. Relevant document is attached herewith. <please attach MSE registration certificate or a certificate from Chartered Accountant>.			
15	Company website			
16	Financial Details (as per audited Balance Sheets) (in Rupees Cr)			
17	Year	2011-12	2012-13	2013-14
18	Net Worth			
19	Turn Over			
20	PAT			
21	Contact details of at least one customer from the Financial Institutions/ Banks/ Govt. Organizations/ Insurance Companies, where the bidder/ OEM has implemented similar type of hardware in India/ Global in last two years.			
	Name & Address of the Customer	Name & Designation of the contact person	Phone No.	E-mail
i				
ii				
22	Original Equipment Manufacturer (OEM) Details:			
	Name & Address of the OEM	OEM for (Name the hardware component)	Contact details & address of OEM in India	No. of technical support staff at India Office
				Whether MAF attached (Yes/ No)
i				
ii				

Date
Place

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

Annexure – III. Minimum Eligibility Bid

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

S. No.	Eligibility Criteria	Compliance (Y / N)
1	The bidder must be a government organization/ Public sector unit/ Limited Company/ Private Limited Company having its Registered Office in India. <i>(Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies.)</i>	
2	The bidder is registered as IT / ITES company in India as per Company Act 1956 and should have been in existence for at least 05 years in India as on the date of this RfP.	
3	The bidder should be the owner/ OEM or Certified/ authorized agent or partner of the hardware offered. He should provide support/ maintenance /up-gradation during the period of contract with the Bank. <i>(If the Bidder is not the owner/ OEM, letter from the hardware / OEM authorizing the bidder to participate in the tender and undertake to provide necessary maintenance and support during the contract period. If the bidder is an authorized agent, Authorisation letter to be submitted.)</i>	
4	The bidder should have positive networth and cash profit (i.e. no cash loss) in 2 years out of last 3 years. <i>(Certificate of auditors / Chartered Accountant for last three years mentioning the turnover, net worth and cash profit.)</i>	
5	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. <i>(A declaration to this effect is to be provided by the bidder)</i>	

Annexure – IV. Technical Bid – Server Configurations

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

(Configuration of Rack Mountable Server)

Quantity: 02

S.N.	Feature	Minimum Specifications required
1	Make	
2	Model No.	
3	Form Factor	1U or 2U Rack Mountable with rack mounting kit
4	CPU	Intel Xeon Processor (64 Bit) with 4 cores and minimum 2.2 GHZ or higher version.
5	No. Of CPUs	01 CPU expandable to 02 CPU
6	Cache Memory	10 MB L3 Cache or more
7	Chipset	Intel E5 2600 V3 Series or higher
8	System Bus	Intel QPI Link Speed 5.86 GT/s QPI
9	RAM	16 GB DDR4-1600 MHz ECC Fully Buffered DIMMs (FBD) with Memory Interleaving and upgradeability upto 128+ GB
10	Hard Disk Controllers	Serial Attached SAS Controller with High Speed Data Transfer and RAID 0+1 support
11	Hard Disk Drives	02 numbers of Hot swap SAS (10K RPM) 300GB or higher Configuration with RAID controller
12	Graphics	Graphic Card with 8 MB SDRAM or higher
13	Ethernet Adapter	Integrated Gigabit, multifunction Ethernet Adapter with Failover & Load Balancing or teaming Support
14	External Ports	One Key Board, one Mouse, minimum one USB 3.0, one remote management port
15	Fans & Power Supply	Redundant hot pluggable Fans and Power Supply
16	Expansion slots	Min. 2 PCI Express Slots (empty)
17	HBA/ SAN Connectivity support	01 Fibre Channel (FC) HBA (8 GBps, dual port) for connectivity to SAN Storage. FC Card should support 8 GBps FC port on the SAN Switch. (Additional Info: The server should connect to Brocade 300 switch which is a 8 GBps FC switch.)
18	SAN Fiber Cable	One 15 Feet fiber cable for connecting the server to SAN Switch
19	SAS Connectivity Support	HBA SAS card required for connecting LTO6 drive.
20	System Management and Diagnostics	Integrated Management Processor to monitor Predictive Failure Analysis on HDD, Memory, Processor, Power supplies and Fans.
21	DVD ROM Drive	DVD Writer Drive or above (Internal / External) should support 3.0 USB.
22	OS	Windows 2012 R2 64 bit Standard Edition (Downgradable to 2008 R2)
23	OS Compatibility	All variants of Microsoft Windows Server 2008; Microsoft Windows Server 2012 Hyper-V; Red Hat Enterprise Linux; SUSE Linux Enterprise Server; Sun Solaris for x64/x86-based Systems; VMware ESX Server 3.0; Xen HyperVisor
24	Certifications & other industry standard compliance	Certification for use with Citrix Xen Server, ACPI V2.0, PCI 2.2, IPMI 2.0, PXE Support, WOL Support
25	Performance Benchmarks	Server should comply with SPEC CPU 2006, SPECjbb2013 and VMmark benchmarks. Vendors to submit benchmark published results for the make/ model of the server being quoted.
26	Warranty	05 Years, 24 x 7, Onsite Comprehensive Warranty from OEM
27	Support	With 6 hours Call to Resolution (CTR) commitment.

Annexure – V.Commercial Bid

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

Purchase of Intel Servers for SIDBI Chennai

S. No.	License Type	No. of Servers	SIDBI Location	Unit Cost	Taxes (Specify rates%)	Total Cost	[Amt. in ₹] Octroi, if any
1	Intel Xeon Quad Core Processor 64 bit, 16 GB RAM, 2 X 300 GB with RAID controller, HBA Card, HBA SAS Card for SAS Connectivity Support, Dual Ethernet Cards (Windows 2012 R2 64 bit Standard Edition downgradable to Windows 2008 R2)	2	SIDBI, Chennai				
Total [A]							

Bidder may please make note of the following:

- i. The costs must be in Indian Rupees.
- ii. Rate quoted towards **Mandatory Costs** should be inclusive of all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess etc.
- iii. Rate quoted towards **Rate Contract** should be **exclusive of taxes**. Taxes as applicable prevailing at the time of acquisition of respective services, shall be payable in addition to the contracted.
- iv. Octroi/entry tax, if any, shall be reimbursed on actual on the production of receipt in SIDBI's name.
- v. No conditions should be stipulated in the commercial bids. The conditional bids shall be rejected.

Organization :
 Name :
 Designation :
 Signature with seal :
 Date :
 Place :

Annexure – VI.Declaration Regarding Clean Track Record
(To be submitted on Bidder's company letter head)

Date :

The County Head (ITV)
 Small Industries Development Bank of India,
 3rd Floor, SME Development Centre,
 Plot No. C-11, G Block
 Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Declaration Regarding Clean Track Record

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP No. 400/2016/1100/BYO/ITV dated April 29, 2015 regarding selection of the vendor for **Purchase of Intel Servers for SIDBI, Chennai** in SIDBI. 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 during last 05 years. 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 ...

Annexure –VII.Letter of Competence
(To be executed on a non judicial stamp paper of requisite value)

Date :

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

This is to certify that we [*Insert name of Bidder*], address are fully competent to undertake and successfully deliver the services as per scope mentioned in the above RfP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfP.

We certify that the quality and number of resources to be deployed by us for implementation will be adequate to deliver the services professionally and competently within the prescribed time frame and Service Level Agreements (SLAs).

We also certify that all the information given by us in response to this RfP is true and correct.

Thanking you,

Yours sincerely,

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

Annexure – VIII. Power of Attorney

(To be executed on a non judicial stamp paper of requisite value)

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

BY THIS POWER OF ATTORNEY executed at _____ on _____, 2015, We, _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Small Industries Development Bank of India' ("SIDBI") relating to '**Request for proposal No. 400/2016/1100/BYO/ITV dated April 29, 2015 for Purchase of Intel Servers for SIDBI, Chennai**' and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

Annexure – IX. Performance Bank Guarantee

(To be executed on a non judicial stamp paper of requisite value)

(This is a sample format and final contents are subject to Verification before execution of the document)

BANK GUARANTEE

Small Industries Development Bank of India
SIDBI Tower
15, Ashok Marg
Lucknow - 226001

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 "**Purchase of Intel Servers for SIDBI, Chennai**" 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 fulfillment 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/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 "**Purchase of Intel Servers for SIDBI, Chennai**" 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 of2015.

SIGNED, SEALED AND DELIVERED.

BY

AT

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

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

Annexure – X. Letter of Conformity

(To be submitted on Bidder's company letter head)

Date:

The Country Head (ITV)
 Small Industries Development Bank of India,
 3rd Floor, SME Development Centre,
 Plot No. C-11, G Block
 Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Purchase of Intel Servers for SIDBI, Chennai

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

We, the undersigned bidders, having read and examined the aforesaid RfP document, issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

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

Annexure – XI.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. **400/2016/1100/BYO/ITV dated April 29, 2015** for the "**Purchase of Intel Servers for SIDBI, Chennai**" (description of Products and Services) (herein after called the "the RFP") to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a 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 situate 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 it's 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 ₹ ----- (Rupees - ----- 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 ₹...../- (Rupeesonly) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ₹...../- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

- (i) any time or waiver granted to the vendor;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
- (iii) 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;
- (iv) 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;
- (v) 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;
- (vi) any change in constitution of the vendor;



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

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

.....

.....

Annexure – XII.Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “Purchase of Intel Servers for SIDBI, Chennai” as per scope defined in the **Request for Proposal (RfP) No. 400/2016/1100/BYO/ITV dated April 29, 2015** for Small Industries Development Bank of India, 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 referred to as the BANK) and,

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

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

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

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

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

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

Yours sincerely,

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



Signature of the party / Authorized Signatory

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

^{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.

Annexure – XIV.Details of Delivery Locations

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

S.No.	Location	Item	Contact Details & Address
Servers to be deployed and configured at SIDBI, Chennai			
1	Chennai Office	All items required to be installed at SIDBI, Chennai and configured with the existing HP EVA 4400 SAN setup of SIDBI at Chennai.	Ms. Anju Jain, AGM (Systems) SIDBI, Overseas Towers, 756-L, Anna Salai, Chennai – 600002 Ph: 044-28413716

Annexure – XV.Support Escalation Matrix

(RfP No: 400/2016/1100/BYO/ITV dated April 29, 2015)

A. Delivery Related Issues							
S No.	Contact Level	Name & Designation	Full Office Address	Phone No.	Mobile No.	Fax No.	e-mail
1	First level Contact						
2	Second Level Contact (if response not received in 24 hrs.)						
3	Regional / Zonal Head (If response not recd. in 48 Hours)						
4	Country Head (if response is not recd. in 01 week)						
B. Service related Issues							
1	First level Contact						
2	Second Level Contact (if response not received in 24 hrs.)						
3	Regional / Zonal Head (If response not recd. in 48 Hours)						
4	Country Head (if response is not recd. in 01 week)						

Any change in these details shall be immediately informed to the Bank.

Yours sincerely,

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

Annexure – XVI.Undertaking of Authenticity

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

Ref:

Date:

The County Head (ITV)
 Small Industries Development Bank of India
 MSME Development Center, 3rd Floor
 Information Services Department
 Plot No.C-11, G Block
 Bandra Kurla Complex
 Bandra [East]
Mumbai 400 051

Dear Sir,

Sub: Undertaking of Authenticity for
Tender No. 400/2016/1100/BYO/ITV dated April 29, 2015

With reference to the video conferencing equipment quoted to you vide our quotation No.: _____ dated _____ in response to your tender no. [400/2016/1100/BYO/ITV dated April 29, 2015](#), we hereby undertake that all the components / parts / assembly / software used in the hardware items shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

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

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

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard.

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

Authorised Signatory

Name

Designation

Place

Date

Annexure – XVII.Manufacturer’s Authorisation Form (MAF)

(To be submitted on OEM's letter head)

Ref:

Date:

The County Head (ITV)Small Industries Development Bank of India

MSME Development Center, 3rd Floor
Information Services Department
Plot No.C-11, G Block
Bandra Kurla Complex
Bandra [East]
Mumbai 400 051

Dear Sir,

Sub: Manufacturer’s Authorization for Tender No. 400/2016/1100/BYO/ITV dated April 29, 2015

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

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the products/ equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates for our products for a period of **05 years** from the date of acceptance.

We also confirm that we will ensure all product upgrades (including software upgrades and new product feature releases) are provided by **M/s** for all the products quoted for and supplied to the bank during the three (03) year product warranty period and Two (02) years AMC period, if contracted. In case this is not considered while quoting and in the event **M/s** fail in their obligations to provide the upgrades within 30 days of release/ announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and upgrades and any new product releases at the Bank’s premises.

<OEM Name>

<Authorised Signatory>

Name:

Designation:

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

Annexure – XVIII. Installation Certificate Format

(To be submitted after completion of installation)

Ref:

Date:

1	Vendor Name	
2	RfP No	
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	Equipment [as per ordered configuration] has been installed successfully.
<p>Name of SIDBI official : _____</p> <p>Designation : _____</p> <p>Signature : _____</p> <p>Date : _____</p>		

Annexure – XIX.Acceptance Certificate Format

Ref:

Date:

1	Vendor Name	
2	RfP No	
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	<p>Equipment [as per ordered configuration] has been installed, configured and integrated with existing LAN/WAN and SAN accessibility of HP EVA 4400. Further, all the systems are working satisfactorily for the past one week.</p> <p>Warranty of all the systems commences from the date of signing the acceptance certificate.</p>
<p>Name of SIDBI official : _____</p> <p>Designation : _____</p> <p>Signature : _____</p> <p>Date : _____</p> <p>Seal :</p>		

End of RfP Document