



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

डेस्कटॉप कंप्यूटर की सप्लाई और स्थापना - अनुरोध के लिए
प्रस्ताव

Request for Proposal - Supply & Installation of Desktop PCs

टेंडर सं. / Tender No.	400/2018/1288/BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	नवम्बर / November 30, 2017
पूर्व-बोली बैठक की तिथि व समय / Date and Time of Pre-bid meeting	दिसम्बर / December 11, 2017, 11:30AM
बोली जमा करनी की अंतिम तिथि व समय / Last date and Time for bid submission	दिसम्बर / December 21, 2017, 04:00PM
टेंडर बंद होने की अंतिम तिथि व समय / Tender Closing date and Time	दिसम्बर / December 21, 2017, 04:00PM
न्यूनतम/ तकनीकी बोलियां खोलने की तिथि व समय / Date and time of opening of Pre-qualification/ Technical Bids	दिसम्बर / December 21, 2017, 04:30PM
बयाना जमा राशि / Earnest Money Deposit	₹1,00,000/- (Rupees One lakh only)
टेंडर कीमत / Price of Tender Document	₹500/- (Rupees Five Hundred only)

भारतीय लघु उद्योग विकास बैंक
एमएसएमई विकास केन्द्र, सी-11, जी ब्लॉक,
बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (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: 400/2018/1288/BYO/ITV dated November 30, 2017)

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	दिसम्बर/ December 08 , 2017	5:00PM
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)	दिसम्बर / December 11, 2017	11:30AM
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	दिसम्बर/ December 21, 2017	4:00PM
4	Tender closing date & time/ टेंडर बंद होने की तिथि व समय	दिसम्बर/ December 21, 2017	4:00PM
5	Address for Bid Submission/ बोली जमा करने का पता	<p>General Manager (Systems) Small Industries Development Bank of India 3rd Floor, MSME Development Centre Plot No. C-11, G Block, BKC, Bandra (E), Mumbai - 400 05 Phone: 022-67531100 / 67531228 Fax: 022-67531236</p> <p>महाप्रबन्धक (सिस्टम्स) भारतीय लघु उद्योग विकास बैंक, 3रा तल, एमएसएमई विकास केंद्र, प्लॉट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला काम्प्लेक्स, बांद्रा(पू.), मुम्बई दूरभाष: 022-67531100 / 67531228 फैक्स: 022-67531236</p>	
6	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	दिसम्बर/ December 21,2017	4:30PM
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	<p>90 days from the last date of bid submission. बोली जमा करने की अंतिम तिथि से 90 दिन तक।</p>	
10	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	<p>C R Sadagopan, DGM (Systems) सी, आर सदगोबान, उ.म.प्र.(सिस्टम्स)</p> <p>Manoj Kumar Sharma, AGM (Systems) मनोज कुमार शर्मा, स.म.प्र. (सिस्टम्स)</p>	<p>022-67531271, sadagopan@sidbi.in</p> <p>manojsharma@sidbi.in</p>





1. Introduction and Disclaimers

1.1. Purpose of RfP

The purpose of RfP is to shortlist vendors for supply and installation of Desktop PCs for various offices of SIDBI under buyback of old 18 Laptops. Details of the hardware under procurement are given in the subsequent sections of this tender document.

1.2. Information Provided

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

1.3. Disclaimer

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

1.4. Costs to be borne by Respondents

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

1.5. No Legal Relationship

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

1.6. Recipient Obligation to Inform Itself

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

1.7. Evaluation of Offers

Each Recipient acknowledges and accepts that SIDBI may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s). The RfP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.



1.8. Acceptance of Selection Process

Each Recipient having responded to this RfP acknowledges to have read, understood 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

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

1.10. Acceptance of Terms

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

1.11. Requests for Proposal

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

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

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

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

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

1.12. Notification

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



2. Background

2.1. About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990. The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

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

The Bank provides its services through a network of about 85 offices located all over India. Detailed information on the functions of the bank is provided on the website www.sidbi.in.

2.2. Tender Objective

- 2.2.1. SIDBI intends to procure following computer hardware item under buyback. The entire hardware to be procured is as under:

Hardware	Qty.	Remarks
Desktop PCs	100	Under buyback of 18 Laptops. Details of old Laptops under buyback are given in subsequent sections.

Detailed technical specifications of the New Desktop PCs and brief specifications of the old Laptops under buyback are given in [Annexure –III](#) & [Annexure –X](#) respectively.

- 2.2.2. The purpose behind issuing this RfP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s) for award of contract.
- 2.2.3. The selection process consists of three phases viz., 1) Pre-Qualification / Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.

2.3. Scope of Work

The Scope of Work involves:

- 2.3.1. Delivery and installation of new hardware items complying with technical specifications as given in [Annexure – III](#), along with accessories and necessary documentation at respective locations.
- 2.3.2. Submission of relevant documents/ reports at respective locations.
- 2.3.3. Picking up the buyback items from respective locations.

- 2.3.4. Submission of **Installation-cum-Acceptance Certificate** as per format prescribed in **Annexure - VIII**, duly signed by the SIDBI officials of respective locations.

2.4. Tender Methodology

- 2.4.1. The tender methodology proposed to be adopted by SIDBI will be “**THREE Bid System**” i.e., Pre-qualification /Minimum Eligibility Criteria, Technical Bid and Commercial Bid.
- 2.4.2. Bidders who qualify in the pre-qualification /minimum eligibility criteria would only be considered for evaluation of Technical bids.
- 2.4.3. The bidders whose technical bids are found as qualified shall be short listed for commercial evaluation.
- 2.4.4. Commercial evaluation shall be done through reverse auction after completion of the technical short-listing of bidders. However, alternatively, SIDBI reserves the right to call for sealed commercial bids from technically short listed bidders and open the same on a pre-decided date and time in the presence of the representatives of the bidders.
- 2.4.5. All the technically short listed bidders shall be separately notified in writing about the mode of commercial evaluation i.e. reverse auction or sealed commercial bids, along with other details.
- 2.4.6. SIDBI would enter into contract with the bidder(s) whose commercial bids are determined as **Lowest Commercial Bid [L1]**.
- 2.4.7. Bidders in their proposals are required to indicate their MSME status as per the following definition:

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

- 2.4.8. Exemptions/ preferences granted to Micro and Small Enterprises (MSEs)
- 2.4.8.1. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- 2.4.8.2. 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).
- 2.4.8.3. If deemed fit, the Bank may procure minimum of 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services (about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSE. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank. Please refer **Annexure - XXI** for more details.

- 2.4.8.4. Further, such MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- 2.4.8.5. Agencies desirous of availing 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.

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

- 2.5.1. The Bidder should be a registered Corporate/ Firm/ LLP/ Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/ RBI promoted. Copy of registration certificate is required to be enclosed.
- 2.5.2. The bidder should be Original Equipment Manufacturer [OEM] or authorized partner/ dealer/ re-seller of OEM. In case of authorized partner/ dealer/ re-seller of OEM, valid relationship certificate from OEM to be enclosed.
- 2.5.3. The bidder should be in the business of supply, installation and commissioning of hardware [PCs/Laptops] for **at least five [5] years as on the date of this tender.**
- 2.5.4. The bidder have successfully delivered and installed at least 200 PCs/ Laptops at multiple locations in single or separate orders during last 03 years namely 2014-15, 2015-16 and 2016-17.
- 2.5.5. The bidder should have a **minimum average annual turnover of ₹5.00 Crore** out of Indian operations **from the sales of computer hardware over the last three (03) financial years** namely 2014-15, 2015-16 and 2016-17. ***If audited figures for any FY are not available, provisional figures may be provided. Supporting the fact the bidder should necessarily furnish auditor's certificate for last three (03) financial years*** namely 2014-15, 2015-16 and 2016-17.
- 2.5.6. The bidder should have positive networth and cash profit [i.e. no cash loss] in 02 years out of last 03 financial years mentioned herein. ***Supporting the fact the bidder should necessarily furnish auditor's certificate for last three (03) financial years*** namely 2014-15, 2015-16 and 2016-17.
- 2.5.7. The bidder should be ISO 9000:2008 **(or later version)** certified company. The certification should be from any globally recognized institution. Copy of certificate may be enclosed.
- 2.5.8. The OEM should authorize the bidder to quote their product in this particular tender of SIDBI. The bidder should submit Manufacturer Authorisation Form [MAF] as per format given in **Annexure - VI**.
- 2.5.9. The bidder should have direct support or indirect i.e. support through service partners at all the delivery locations. Bidders must submit a detailed support matrix as per **Annexure – XIII**. Considering the after sales support services of utmost importance, the Bank shall have the right to independently verifying the support arrangements as submitted by the bidders as part of the evaluation of the bids.
- 2.5.10. The bidder should have their own offices in the metropolitan cities of Mumbai, New Delhi (including Faridabad) and Chennai. In addition, the support at the following locations must be compulsorily extended by the vendor from its own office / partner office at the same location:



S.No.	Location	S.No.	Location
1	Ahmedabad	7	Jaipur
2	Bangalore	8	Kolkata
3	Bhopal / Indore	9	Lucknow
4	Chandigarh	10	Ludhiana
5	Coimbatore	11	Pune
6	Hyderabad		

For all other delivery locations, the support may be extended from the same or nearby location. However, it would be vendor's responsibility to meet the desired level of performance as defined at subsequent sections in this document.

The bidders must submit documentary evidence in support of facts/ claims submitted/ made in response to the Pre-qualification/ minimum eligibility criteria. Documents should be submitted along with Annexure [Pre-Qualification / Minimum Eligibility Criteria].

Proposals of bidders who do not fulfill the above criteria or who fail to submit the documentary evidence thereon would not be considered for further evaluation viz. Technical and Commercial.

2.6. Schedule of Events

1	Purpose of RfP	Supply and Installation of Computer Hardware [Desktop PCs]
2	RfP No. & Date	400/2018/xxxx /BYO/ITV dated November 30, 2017
3	Date of Issue of RfP	November 30, 2017
4	Cost of RfP	₹500/- [to be submitted in form of demand draft /pay order in favour of SIDBI payable at Mumbai along with Pre-qualification/ Technical bids]
5	Earnest Money Deposit [EMD]	₹1,00,000/- [to be submitted in form of demand draft/ pay order in favour of SIDBI payable at Mumbai or in the form of a Bank Guarantee (BG) from a commercial bank as per format prescribed in Annexure – XVI , along with Pre-qualification/ Technical bids]
6	Date of Pre-bid meeting	December 11 , 2017, 11:30 AM [clarifications to be forwarded latest by December 08 , 2017 by 5:00 PM]
7	Last date for submission of bids	December 21 , 2017 by 4:00 PM
8	Address for submission of bids	The General Manager (Systems) Small Industries Development Bank of India MSME Development Center, 3 rd Floor Information Services Department Plot No.C-11, G Block, Bandra Kurla Complex Bandra [East], Mumbai – 400051
9	Bid Validity	<ul style="list-style-type: none"> Proposals shall remain valid 90 days from the date of submission of bids i.e., till March 20, 2018. L1 price shall remain valid for 180 days from the date of award of contract.
10	Date of Opening of Pre-qualification/ [Minimum Eligibility bid & Technical bid.	December 21 , 2017 at 4:30 PM
11	Date of reverse auction /	To be announced at a later date after the technical



	opening of commercial bids.	evaluation is over. Only technically short listed bidders shall be notified in writing or through mail.			
12	Venue for pre-bid meeting & Opening of bids.	SIDBI, MSME Development Center 3 rd Floor, Information Services Department, Plot No.C-11, G Block, Bandra Kurla Complex, Bandra(E), Mumbai - 400 051			
13	Contact Details				
	Name	Designation	Phone	Fax	E-mail
	C R Sadagoban	DGM (ITV)	67531271	67531236	sadagopan@sidbi.in
	Manoj Kumar Sharma	AGM(ITV)			manojsharma@sidbi.in

3. Instruction to Bidders

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

3.1. Clarification of Bids

- 3.1.1. The bidder or its official representative is invited to attend the pre-bid meeting at the venue as mentioned in Section 2.6. It would be the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of the meeting.
- 3.1.2. Clarification sought by bidder should be made in writing (Letter/ -mail etc) and submitted at least two days prior to the date of pre-bid meeting as mentioned in Section 2.6.
- 3.1.3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the website **after four working days of pre-bid meeting**. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to necessarily check the website before final submission of bids.
- 3.1.4. In case of any clarification required by Bank to assist in the examination, evaluation and comparison of bids, Bank may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.

3.2. Amendment to the bidding document

- 3.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 3.2.2. The amendment will be posted on Banks website www.sidbi.in and **Central Public Procurement (CPP) Portal**.
- 3.2.3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
- 3.2.4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

3.3. Language of Bid

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

3.4. Pre Contract Integrity Pact (IP)

IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at Annexure-XVII on the non-judicial stamp paper of requisite value (cost of stamp paper to be borne by the bidder) applicable at the place of its first execution.

The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri. Ashok Sinha (IAS Retd.) as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows:

Shri Ashok Sinha, (IAS Retd.)
13 Yayati, Sect-58A, Nerul (West)
Palm Beach Road,
Navi-Mumbai 400706 , Ph: 9821844044
Email Id – asinha51@gmail.com

3.5. Documents Comprising the Bid

The bid shall consist of Pre-qualification/ minimum eligibility criteria, Technical bid and Commercial bid (blank format only). Documents comprising the **Pre-qualifications-cum-Technical Bid** should be:

- 3.5.1. Bid Forwarding Letter as per **Annexure – I**.
- 3.5.2. Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., Pre-Qualification Criteria / minimum eligibility criteria as per **Annexure – II**.
- 3.5.3. Technical Bid as per **Annexure - III**. Any Pre-qualification-cum-Technical Bid containing price information will be rejected.
- 3.5.4. Statement of deviations, if any, as per **Annexure –IV**.
- 3.5.5. Masked Price Bid as per **Annexure –V** should be submitted.
- 3.5.6. Manufacturer's Authorisation Form (MAF) as per **Annexure – VI**.
- 3.5.7. Reverse Auction Process – Acceptance Letter **Annexure – VII**.
- 3.5.8. Letter of undertaking of authenticity – **Annexure – XI**.
- 3.5.9. Service Support Details & Escalation matrix - **Annexure – XIII**.
- 3.5.10. Power of Attorney for authorized signatory – **Annexure – XIV**.
- 3.5.11. DD/ Pay Order of ₹500/- towards cost of RfP.
- 3.5.12. DD/ Pay Order / BG of ₹1,00,000/- towards EMD
- 3.5.13. Data sheets/ printed literature of all the H/W items being quoted.

- 3.5.14. Pre-Contract Integrity Pact - **Annexure – XVII.**
- 3.5.15. Domestic value Addition - **Annexure – XVIII.**
- 3.5.16. Declaration regarding clean track record - **Annexure – XIX.**

3.6. Signing, Sealing and Marking of Bids

- 3.6.1. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. Power of Attorney of the person authorized to sign the bid as per format given in **Annexure - XIV** is to be submitted. The Bidder shall seal the bids in non-window envelopes containing the documents as under:
- 3.6.2. **1st Envelope (Superscribing “Tender No 400/2018/1288/BYO/ITV – Pre-qualification/ Minimum Eligibility Bid - RfP for Purchase of Desktop PCs”):**
 - ✓ DD/ Pay order towards tender cost.
 - ✓ DD/ Pay order towards EMD.
 - ✓ Bid Forwarding Letter as per **Annexure-I**
 - ✓ Pre-qualification/ Minimum Eligibility Criteria Form as per **Annexure-II.**
 - ✓ Manufacturer’s Authorisation Form (MAF) as per **Annexure-VI.**
 - ✓ Reverse auction process – Acceptance letter as per **Annexure-VII.**
 - ✓ Power of Attorney as per **Annexure-XIV**
 - ✓ Bank Mandate Form as per **Annexure-XV**
 - ✓ Pre-Contract Integrity Pact as per **Annexure-XVII**
 - ✓ Declaration Regarding Clean track record as per **Annexure-XIX**
- 3.6.3. **2nd Envelope (Superscribing “Tender No 400/2018/1288/BYO/ITV – Technical Bid - RfP for Purchase of Desktop PCs”):**
 - ✓ Technical Bid as per **Annexure-III**
 - ✓ Statement of Deviations as per **Annexure-IV**
 - ✓ Masked (blank) Commercial Bid as per **Annexure-V**
 - ✓ Letter of Undertaking of Authenticity as per **Annexure-XI.**
 - ✓ Domestic Value Addition as per **Annexure-XVIII**
 - ✓ DMEP Form-1 as per **Annexure-XX**
- 3.6.4. **Name and address of bidder along with contact number should be clearly indicated** on the cover of each envelop.
- 3.6.5. The envelope(s) shall be addressed to the Bank at the address given below:
The General Manager (Systems)
Small Industries Development Bank of India
MSME Development Center, 3rd Floor, Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra(East), **Mumbai 400 051**
- 3.6.6. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

3.7. Bid Currency

Bids should be quoted in Indian Rupee (₹) only.

3.8. Earnest Money Deposit (EMD):

- 3.8.1. All the responses must be accompanied by a refundable **interest free security deposit** of an amount as mentioned in Section **2.6[5]**.
- 3.8.2. EMD should be in the form of Demand Draft / Banker’s Cheque in favour of **“Small Industries Development Bank of India”** payable at Mumbai or in the



form of a bank guarantee (BG) from a commercial bank strictly in the format as prescribed in **Annexure - XVI**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

- 3.8.3. In case the EMD is submitted in the form of a BG, the same should be valid till the date of bid validity **as indicated in Schedule of Events** above, with claim period one month beyond the BG validity.
- 3.8.4. Successful bidder on award of the contract shall arrange to extend the validity of the BG for six months beyond the date of bid validity and with a claim period one month beyond the BG validity. Alternatively, the bidder may replace the BG with a fresh BG with desired validity and claim periods.
- 3.8.5. No interest will be paid on EMD.
- 3.8.6. Request for exemption from Security Deposit will not be entertained.
- 3.8.7. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
- 3.8.8. The end of the bid validity period, including extended period (if any),

OR

- 3.8.9. Receipt of the signed contract from the selected Bidder.
- 3.8.10. Successful Bidder will be refunded the EMD amount/ BG only after acceptance of the hardware by SIDBI and submission of performance guarantee by the bidder.
- 3.8.11. In case the acceptance of H/W is delayed due to any reasons beyond the Bank's purview, successful bidder shall have the BG validity extended for a period of three months till the hardware is accepted by the bank.
- 3.8.12. The bid security may be forfeited:
 - 3.8.12.1. If a Bidder withdraws its bids during the period of bid validity.
 - 3.8.12.2. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - 3.8.12.3. In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

3.9. Delivery and Installation Schedule

- 3.9.1. The Bidder should deliver the goods within **FOUR WEEKS** from the date of purchase order at all offices.
- 3.9.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier. Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this will be given by the Bank.
- 3.9.3. The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI
- 3.9.4. The Bidder shall install the goods and integrate with existing LAN/WAN within One week from the date of delivery of the H/W at respective locations.



- 3.9.5. After completion of installation the bidder should obtain sign-off on the **Installation-cum-Acceptance certificate** as per **Annexure – VIII** from the Bank officials at respective locations. SIDBI will carry out acceptance of hardware as per acceptance test plan.
- 3.9.6. Installation will be treated as incomplete in one/all of the following situations:
 - 3.9.6.1. Non-delivery of any hardware or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
 - 3.9.6.2. Non-delivery of supporting documentation.
 - 3.9.6.3. Delivery, but no installation of the components and/or software.
 - 3.9.6.4. System operational, but unsatisfactory to the Bank.
- 3.9.7. The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 3.9.8. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- 3.9.9. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in General Terms and Conditions
- 3.9.10. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

3.10. Delivery Locations:

- 3.10.1. Location wise requirement of new hardware and hardware under buyback at each location is given in **Annexure – IX**.
- 3.10.2. **However, number of items to be delivered at particular location and delivery locations may undergo change without changing the overall number of items. Changes, if any, shall be advised at the time of placing the order with L1 vendor(s).**
- 3.10.3. Bank reserve the right to place the order with respective vendor for all the items in single or multiple lots within the bid validity period.

3.11. Delivery and Documents:

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

- 3.11.1. Original copy of the duly signed challan with name, designation, **date and seal of the office** concerned affixed.
- 3.11.2. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- 3.11.3. Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates.
- 3.11.4. Proof of back-to-back warranty arrangements with respective OEMs for the entire warranty period.



3.12. Period of Validity of Bids

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

3.13. Deadline for submission of Bids

- 3.13.1. The bids must be received by the Bank at the specified address as mentioned in the section 2.6 of this document.
- 3.13.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 3.13.3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.14. Late Bids

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

3.15. Modification And/ or Withdrawal of Bids:

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

3.16. Opening of Bids by the Bank

- 3.16.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It would be the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign in register evidencing their attendance.
- 3.16.2. The Bidder's name and presence or absence of requisite EMD, RfP cost and such other details as the Bank, at its discretion, may consider appropriate will be announced at the time of technical bid opening. No bid shall be declared



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

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

3.17. Evaluation Methodology

3.17.1. Clarification of bids

- 3.17.1.1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications on their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.
- 3.17.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid. Compliance should be in terms of their offerings against each parameter. Merely writing as '**Complied**' or '**Yes**' in the bidder's response column shall be considered as incomplete information and such bids shall be liable to be rejected.
- 3.17.1.3. Any deviations from the specifications should be clearly brought out in the bid.
- 3.17.1.4. Bidders to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

3.17.2. Preliminary Examinations

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



substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

3.17.3. Technical Evaluation

- 3.17.3.1. Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
- 3.17.3.2. SIDBI will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at SIDBI's discretion.
- 3.17.3.3. During Technical evaluation the Bank at its discretion may ask the bidders for the **PROOF OF CONCEPT (POC)** on working of the quoted make/ models of the hardware items in SIDBI's environment. However, SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration.
- 3.17.3.4. During POC, if any particular make/ model quoted by a bidder is found to be having compatibility or performance or integration issues with SIDBI's infrastructure/ environment, such bid may be liable to be technically rejected. Bank's decision in this regards shall be final and binding on all the bidders.
- 3.17.3.5. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
- 3.17.3.6. Detailed technical evaluation would be carried out for all bidders who qualify the pre-qualification/ minimum eligibility criterion.
- 3.17.3.7. All technically qualified bidders will be short listed for commercial evaluation through reverse auction or by inviting sealed commercial bids.
- 3.17.3.8. SIDBI, on the request of the bidders may furnish the reasons for rejecting / disqualifying a tender.

3.17.4. Commercial Evaluation

- 3.17.4.1. All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for commercial evaluation.
- 3.17.4.1. Bidders who qualify for commercial evaluation shall be notified in writing about the date and time of the reverse auction or for inviting sealed commercial bids as the case may be, along with other details.
- 3.17.4.2. In response to the Bank's notification to the short listed bidders, bidders shall be required to submit duly signed **Reverse auction process – Acceptance letter** as per **Annexure – VII** after the completion of the training session by the reverse auction organizer or shall submit the sealed commercial bids in prescribed format.
- 3.17.4.3. In case of reverse auction, bidders short listed for participating shall ensure that they have a valid digital certificate.



- 3.17.4.4. Bidders who do not qualify the technical evaluation will not be invited for participating in the reverse auction/ submission of commercial bids.
- 3.17.4.5. Post reverse auction, successful bidder(s) would be required to submit the price breakup through the duly filled-in and signed commercial bid in the prescribed format within one day of the reverse auction.
- 3.17.4.6. SIDBI will award the contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the **Lowest Commercial bid (L1)**.
- 3.17.4.7. **“Total Cost of Ownership [TCO]”** item of the Commercial bid-cum-Price Breakup Format would be considered for determining the L1 vendor.

3.17.5. Arithmetic errors correction:

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

- 3.17.5.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
- 3.17.5.2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- 3.17.5.3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 3.17.5.4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

3.17.6. Conditional Bids:

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

3.17.7. Contacting the Bank

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

3.17.8. Award of Contract

- 3.17.8.1. The Bank will award the contract to the successful bidder out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily,



and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid.

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



4. General Terms and Conditions

4.1. Definitions

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

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

4.2. Use of Contract Documents and Information

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

4.3. Subcontracts

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



4.4. Price

- 4.4.1. Prices quoted by the bidders should include all local taxes, GST, VAT, duties, levies, transportation costs, back-to-back support with OEM during Warranty and insurance costs, **till the bid validity period**.
- 4.4.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 4.4.3. The Bank will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI.
- 4.4.4. No other cost whatsoever will be paid by SIDBI.
- 4.4.5. Further, for repeat orders being placed within the bid validity, while the basic cost shall remain fixed/ unchanged, in case of any changes in tax structure by Central / State Govt. the price shall change corresponding to the changes in tax structure. Accordingly, in situations where taxes are lowered the vendor shall pass on the benefits to SIDBI, and in case there is upward revision in tax structure, SIDBI shall bear the additional costs towards revision in taxes.

4.5. Terms of Payment

The standard payment terms of SIDBI are given below:

- 4.5.1. 90% payment after delivery and verification of items and on submission of duly signed delivery challans.
- 4.5.2. 10% payment after complying with the acceptance criteria and submitting performance Bank Guarantee equivalent to 10% of the contract value. The BG shall be valid to cover the **warranty** period (starting from the date of acceptance) and an **invocation period** of additional THREE months beyond expiry of warranty. Also, confirming that all items delivered are registered with OEM for 03 year warranty and the same should be verifiable at SIDBI's end.
- 4.5.3. All the payments including refund of EMD will be made by SIDBI Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's banker] **Bank Mandate Form** as per format prescribed in **Annexure – XV**.
- 4.5.4. At the time of claiming all the payments including refund of EMD, vendor will be required to confirm in writing the bank a/c and other details furnished in Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.
- 4.5.5. Vendor will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by SIDBI officials of respective locations, proof of back-to-back warranty arrangement certificate while claiming the payment.
- 4.5.6. Supplier will be entirely responsible for all applicable present and future, taxes, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.



- 4.5.7. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 4.5.8. TDS, if any, will be deducted while releasing the payment.
- 4.5.9. All Payments will be made to the Bidder in Indian ₹ only.

4.6. Technical Information

- 4.6.1. The Bidder should strictly quote for the Brand/ Model complying with technical specifications given in **Annexure – III**.
- 4.6.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- 4.6.3. The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 5 years including warranty period and post warranty maintenance. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. Bank shall reserve right to ask for PROOF OF CONCEPT on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.
- 4.6.4. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
- 4.6.5. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/ without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

4.7. Acceptance

- 4.7.1. The acceptance / performance test will be performed after completion of installation of all the h/w items at the respective locations. Complete hardware and Software as specified in the tender must have been supplied & installed properly by the Bidder prior to acceptance of the same. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
- 4.7.2. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the Bank or to cancel the order and recall all the payments made by Bank to the bidder.



- 4.7.3. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of the respective hardware items.
- 4.7.4. The Bank 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.
- 4.7.5. Acceptance test criteria for all the H/W items are given below:

S.N	Nature of activity	Remarks
1	Physical Delivery of the hardware items as per the PO and hardware configuration.	The vendor has to deliver and install the items mentioned in the PO at respective SIDBI locations along with all the accessories, driver media, manuals etc.
2	Configuration and Installation	The vendor will configure the respective H/W items with the existing LAN/WAN and install related drivers. Vendor shall resolve issues, if any, related to performance/ settings/ drivers/ patches etc. faced by SIDBI or its designated agency during the installation of application/ office automation and other utility software tools being used by SIDBI for internal use.
3	Installation-cum-Acceptance Certificate.	As a confirmation to the above activities mentioned at Sr. 1 & 2, vendor shall obtain Installation-cum-acceptance certificate as per Annexure – VIII duly signed by SIDBI officials of respective locations after 01 week of successful operation of the h/w. and submit the same at the time of claiming final payment.

4.8. Acceptance Date:

Vendor shall submit all the duly signed Installation-cum-Acceptance Certificates at Bank's Mumbai office. Post acceptance, SIDBI shall arrive at a common acceptance date for the entire lot of H/W items. Accordingly, the warranty period of 03 years starting from the date of acceptance, shall be determined and conveyed to the vendor in writing.

4.9. H/W items under buyback option:

- 4.9.1. Hardware items under buyback will be sold by the vendor on “**as is where is**” basis and purchase price of these items once accepted by the Bank cannot be withdrawn by the vendor.
- 4.9.2. The vendor shall offer the buyback items first to SIDBI employees at respective locations at the buyback price offered by the vendor during reverse auction.
- 4.9.3. Proceeds in the form of Cheques/ DDs towards the disposal of buyback items to individual employees shall be forwarded to the bidder.



- 4.9.4. It would be vendor's responsibility to collect the left over buyback items, if any, from respective SIDBI locations. SIDBI will not provide any transportation towards this.
- 4.9.5. 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.
- 4.9.6. Brief specifications of hardware items under buyback are given in **Annexure – X**.

4.10. Governing language

- 4.10.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 4.10.2. The technical documentation involving detailed instruction for operation and maintenance, users'
- 4.10.3. Manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

4.11. Applicable laws

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

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

4.12. Performance security

- 4.12.1. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) of an amount equivalent to 10% of contract value and valid for **WARRANTY period + THREE months**



(invocation period) from the date of acceptance. The performance guarantee to be submitted within ONE month after acceptance of goods and before release of full and final payment of the Contract for indemnifying Bank against any default / failure in execution of contract, as per the format provided by Bank.

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

4.13. Insurance

- 4.13.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 4.13.2. The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) **valid till one month from the date of delivery**. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.
- 4.13.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier
- 4.13.4. Should any loss or damage occur, the Bidder shall Initiate and pursue claim till settlement, and Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

4.14. Inspections and tests

- 4.14.1. Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:
- 4.14.2. Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the Bank / Bank's Consultants /Testing Agency. The supplier should intimate the Bank before dispatch of goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.
- 4.14.3. Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
- 4.14.4. In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
- 4.14.5. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.



- 4.14.6. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.
- 4.14.7. On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the Bank.

4.15. Warranty

- 4.15.1. The Warranty shall be on-site, comprehensive, **BACK-TO-BACK from OEM for a period of 03 years from the date of acceptance.** The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship of the hardware and software. The vendor will provide support for hardware and pre-installed software components including operating system during the warranty period. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.
- 4.15.2. The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 4.15.3. The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.
- 4.15.4. Vendor's hardware engineer will report at SIDBI offices within '**Four hours**' [**Call-to-Response**] of reporting of breakdown through telephone/ email or Fax or courier at the vendor's office as per call logging and escalation matrix. Vendor shall resolve the issue within '**Eight hours**' [**Call-to-Resolution**] of its reporting.

4.16. Call-to-Response/ Call-to-Resolution Time:

- 4.16.1. **For offices in states other than North Eastern States:** If a call is logged by 12:00 noon, the **Call-to-Response/ Call-to-Resolution** time shall be start from the time of reporting of the call on '**Same Business Day (SBD)**'. Otherwise it will start from the start of the '**Next Business Day (NBD)**'.
- 4.16.2. **For offices in North Eastern States:** The **Call-to-Response/ Call-to-Resolution** time shall start after 48 hours from the time of logging the call.
- 4.16.3. **Performance Compliance Level during warranty:** Stipulated performance compliance level for the supplied hardware **would be 95%**.
- 4.16.4. Call will be deemed as call closure if a hardware or part thereof of similar or higher configuration is provided within the **Call-to-Resolution**.
- 4.16.5. The performance would be measured as under on monthly basis:



$$\text{Performance (\%)} = \frac{\text{Call closed within stipulated Call-to-Resolution}}{\text{Total number of call received in the month}} \times 100$$

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

Shortfall in Performance	Penalty (% of the contract value)
<= 1%	1
>1% and <= 3%	3
>3% and <= 5%	5
>5% and <=6%	6
>6% and <=8%	8
>8% and <=10%	10

- 4.16.7. The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or the warranty period for the hardware will be extended accordingly.
- 4.16.8. During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.
- 4.16.9. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.
- 4.16.10. Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the Bank.
- 4.16.11. In case equipment is taken away for repairs, the vendor shall provide similar standby equipment so that the equipments can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work.
- 4.16.12. If during operation, the down time of any piece of equipment or component thereof exceeds the agreed Call-To-Resolution time, the Supplier shall provide standby equipment of the same or higher configuration at no cost to the Bank till the original equipment is repaired and made operational.
- 4.16.13. In case some equipment is declared by the vendor as beyond repairs, the vendor shall provide a replacement equipment of the same or higher configuration from the same OEM with prior approval of the bank.
- 4.16.14. Free on-site maintenance services shall be provided by the Supplier during the period of warranty.
- 4.16.15. Further provided that the Bank may, during the currency of the warranty, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank.

4.17. Post Warranty Maintenance:

4.17.1. The selected vendor will enter into AMC (Annual Maintenance Contract) with the Bank, if so desired by the Bank, for post warranty maintenance



after the expiry of the 03 year's warranty period. However, the Bank will be having right to go with any other vendor for AMC.

4.17.2. The hardware supplied should be maintained by the vendor for at least 02 years after the expiry of the warranty period.

4.17.3. The AMC charges for the H/W for 4th and 5th year **shall not exceed the rates finalized at the time of purchase.**

4.17.4. AMC should cover the total equipment along with OS etc procured from the vendor with maintenance support by FAX, e-mail, telephone and onsite support, if any required & minimum of 4 Preventive Maintenance calls during the year as per the requirement of the bank. In the case of authorized/ channel partners, AMC charges shall also include the cost for the arrangement with OEM for maintenance of spares, providing support services, updates (if any required) for providing AMC support for period.

4.18. Repeat Order:

The bank reserves the right to place repeat order for the same item at the contracted rate, up to the extent of 10% of the order value **within 180 days of placing the order.**

4.19. Forfeiture of performance security

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

4.20. Penalty for Default 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.

4.21. Taken / Brought over of Company

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

4.22. Termination

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

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

- ◆ Failure of the successful bidder to accept the contract;

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

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

4.23. Patent Rights

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

4.24. Force majeure

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

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

4.25. Resolution of Disputes

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

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



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

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;

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

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

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

5. Reverse Auction/ e-bidding process instructions

5.1. Introduction:

The General Rules and Regulations provided herein govern the conduct of online reverse auctions by reverse auction agency as appointed by the Bank (hereafter referred to as M/S XXX) on the M/S XXX platform. These rules cover the roles and responsibilities of the parties involved in the online reverse auction. **Acceptance in-toto to these General Rules and Regulations is a pre-requisite for securing participation in the online reverse auction for this particular event, on the "M/S XXX" platform.**

The key terms pertaining to the online reverse auction and roles & responsibilities are provided hereunder. Prospective bidders are advised to read through the same.

5.2. Role of "M/S XXX":

M/S XXX is the contracted agency currently providing the platform for conducting the reverse auction for procurements undertaken by SIDBI. As the agency providing the auction engine, the role of M/S XXX would include:

- 5.2.1. Providing access to the approved bidders to participate in the auction on the advise of SIDBI.
- 5.2.2. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules by organizing suitable training session for the approved bidders.
- 5.2.3. Obtaining the price breakup in the format prescribed by SIDBI, from all the participating bidders within 24 hours of the conclusion of the auction.
- 5.2.4. Summarizing of the auction proceedings in the form of a report and submit the same to SIDBI within three working days of the conclusion of the auction.

5.3. Role of the participating bidders:

The role of the bidder participating in the reverse auction event is outlined below:

- 5.3.1. The bidder would participate in the reverse auction with the aim of bidding to secure the auctioned item(s) as per specifications mentioned in this tender document.
- 5.3.2. The bidder would be provided access to the auction event through a User Id protected by a password. The bidder needs to ensure that the User Id and password is not revealed to unauthorized persons.
- 5.3.3. Access to the auction mechanism shall be provided by M/S XXX to all the approved bidders on the advice of SIDBI and after obtaining a written consent to the General Rules & Regulations by the bidder.
- 5.3.4. The bidders would clear all their doubts/ queries about the auction event from M/S XXX during the training/ demo session conducted by the M/S XXX.
- 5.3.5. Bidder would not change the price or quantity or delivery terms (or any other terms that impact the price) post the bid event.
- 5.3.6. Bidders would submit the price breakup in the format prescribed by SIDBI to M/S XXX, within 24 Hrs. from the conclusion of the reverse auction.



- 5.3.7. Bidders would deem to have accepted the Online Bidding Event rules on participation at the bid event. SIDBI will make every effort to make the bid process transparent. However, the award decision by SIDBI would be final and binding on you.
- 5.3.8. Bidder will not divulge either their bids or those of other suppliers to any other external party.
- 5.3.9. Bidder will not make any offline negotiations with SIDBI. Bidding process related queries could be addressed to M/S XXX.
- 5.3.10. Bidder would submit the duly signed **Reverse Auction Process Acceptance letter** in the format as per **Annexure - VII** to be eligible for participating in the reverse auction event.
- 5.3.11. Inability to bid due to telephone line glitch, Internet availability/ response issues, software or hardware hangs will not be the responsibility of M/S XXX or SIDBI. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
- 5.3.12. Bidder's participation in bid event shall be only by invitation from SIDBI. Any other suppliers, including those registered with M/S XXX do not automatically qualify for participation.
- 5.3.13. Bidder shall not indemnify and hold M/S XXX, its subsidiaries, its officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any manufacturing defect in the Products or by your negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.

5.4. Bidding Rules:

The Bidding Rules refer to the information and terms defined specifically for a particular reverse auction. The purpose of the Bidding rules is to provide approved bidders with the information and terms specific to the auction in which they are bidding. This would include:

- 5.4.1. Definition of the unit of bidding.
- 5.4.2. Start Time and duration of the reverse auction.
- 5.4.3. Auto extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration
- 5.4.4. Start Price or Reserve Price (if specified).
- 5.4.5. Minimum & Maximum Bidding Quantity (if specified).
- 5.4.6. Price Decrements and any reduction in the price decrements in the auction in the event of inactivity.
- 5.4.7. Other attributes (informational/non-negotiable in nature).
- 5.4.8. Definition of the underlying supply contract (qty, delivery schedule, freight, insurance & local levies) etc.
- 5.4.9. Participation in the auction process presumes complete awareness and understanding of the bidding rules.

5.5. Conduct of the Reverse Auction



The reverse auction shall be conducted on pre-specified date and time which will be communicated to the approved bidders well in time. SIDBI retains the right to cancel or reschedule the reverse auction due to any of the followings reasons:

- 5.5.1. The number of confirmed bidders is deemed insufficient to conduct the reverse auction.
- 5.5.2. Some of the confirmed bidders are unable to access the module due to infrastructural problems such as sustained power failure or telecommunication breakdown.
- 5.5.3. There are no bids accepted which are equal to or below any reserve price.
- 5.5.4. The duration of the auction may also vary from the pre-specified period of time on account of termination of the auction:
- 5.5.5. On the advice of SIDBI or
- 5.5.6. On its own accord in case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and/or the integrity of the auction process.

5.6. Conduct of the Reverse Auction

M/S XXX shall conduct a training session wherein detailed procedure of online bidding shall be explained to the representatives of the short listed vendors. List of vendors short listed by SIDBI for participating in the reverse auction event, shall be advised to M/S XXX and M/S XXX in turn shall co-ordinate with the short listed vendors for conducting the training session. **The short listed vendors should arrange for Digital Signature Certificate on their own for participation in reverse auction event.**

5.7. Problems during the conduct of the Reverse Auction:

In the event of any problems being faced in the smooth conduct of the auction, SIDBI may advise M/S XXX to undertake one or more of the following steps:

- 5.7.1. Cancellation/ premature termination of the reverse auction with/ without a subsequent re-run of the auction on a mutually decided date.
- 5.7.2. Cancellation of a bid.
- 5.7.3. Locking a bidder's account (suspension of operations in the account), etc.

Such intervention may even happen without seeking prior concurrence of the client. In such an event SIDBI may permit bidding through a combination of online and offline means (offline means by FAX). However, M/S XXX would not be responsible for any errors in transmission or entry of the information received in the offline medium. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to M/S XXX furnishing the price, the bidder wants to bid online, with a request to M/S XXX to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by M/S XXX in a readable / legible form and also the Bidder should simultaneously check up with M/S XXX over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by M/S XXX only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload



such faxed prices online and if such required time is not available at the disposal of M/S XXX at the time of receipt of the fax message from the bidders, M/S XXX will not be uploading the prices. It is to be noted that either SIDBI or M/S XXX are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.

5.8. Liability of M/S XXX:

M/S XXX shall not be liable to the SIDBI/ bidders in the auction or any other person/s for:

- 5.8.1. Any breach of contract by any of the parties in the fulfillment of the underlying contract.
- 5.8.2. Any delays in initiating the online auction or postponement/cancellation of the online auction proceedings due to any problem with the hardware/ software/ infrastructure facilities or any other shortcomings.
- 5.8.3. For any damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.

5.9. Confidentiality Clause:

M/S XXX undertakes to handle any sensitive information provided by the SIDBI or confirmed bidders for the reverse auctions conducted on the M/S XXX platform with utmost trust and confidentiality.

5.10. Jurisdiction

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of the courts where M/S XXX is located only to the exclusion of any other court.

5.11. Right of the SIDBI

SIDBI reserves the right to fully or partly accept the bids or completely reject the same.

5.12. Contact Details:

Contact details of the officials of M/S XXX shall be advised to the short listed vendors at the time of advising the date and time of reverse auction event. Till such time, bidders may forward their queries, if any, to SIDBI.

5.13. Participation in Reverse Auction

Written Acceptance in-toto to the above-mentioned Terms & Conditions of SIDBI AND the General Rules and Regulations of M/S XXX is a pre-requisite for securing participation in the online reverse auction in the above mentioned items conducted by M/S XXX on behalf of SIDBI. In the absence of the written acceptance, despite being technically short listed, bidders shall not be allowed to participate in the reverse auction.

6. Annexures:

- 6.1.** Bid Forwarding Letter – Annexure – I
- 6.2.** Pre-qualification/ Minimum Eligibility Criteria – Annexure – II
- 6.3.** Technical Bid Format – Annexure – III.
- 6.4.** Statement of Deviations - Annexure - IV
- 6.5.** Commercial Bid Format - Annexure – V
- 6.6.** Manufacturer's Authorisation Form - Annexure - VI
- 6.7.** Reverse Auction Process Acceptance letter - Annexure VII
- 6.8.** Installation-cum-acceptance Certificate - Annexure - VIII
- 6.9.** Location Wise - New H/W Requirements and Buyback Details - Annexure - IX
- 6.10.** Brief Specifications of the H/W under buyback – Annexure - X
- 6.11.** Letter of Undertaking of Authenticity – Annexure - XI
- 6.12.** Format of Performance Bank Guarantee – Annexure – XII
- 6.13.** Service Support Details & Matrix – Annexure – XIII
- 6.14.** Power of Attorney – Annexure – XIV
- 6.15.** Bank Mandate Form – Annexure - XV
- 6.16.** EMD/ Performance Security Form – Annexure – XVI
- 6.17.** Pre-Contract Integrity Pact – Annexure – XVII
- 6.18.** Domestic Value Addition – Annexure – XVIII
- 6.19.** Declaration Regarding Clean track Record – Annexure – XIX
- 6.20.** DMEP FORM 1 – Annexure – XX
- 6.21.** Purchase Preference – Annexure – XXI



Annexure - I

Bid Forwarding Letter (To be submitted on Vendor's letter head)

Date:

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

Dear Sir,

Procurement of Computer Hardware

We, the undersigned, offer to submit our bid in response and accordance with your RfP No. **400/2018/1288/BYO/ITV dated November 30, 2017**. Having examined the tender document carefully, we are hereby submitting our proposal along with all the requisite tender cost, EMD and other documents as desired by the Bank.

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

We understand that the Bank is not bound to accept any proposal it receives.

We remain,

Yours sincerely,

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

Annexure – II

Pre-Qualification/ Minimum Eligibility Criteria

Part 1 - General Information

SN.	General Details	Bidder's response
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company [Corporate/ Firm/ LLP/ Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/ RBI promoted.]	
4	Address of Registered Office with contact numbers [phone /fax/mail]	
5	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]	
6	PAN No. [Copy to be enclosed]	
7	Company MSME as per the definition at point no. 2.4.7 of this RfP? (If yes, Attach MSME registration certificate or a certificate from Chartered Accountant).	(YES / NO)
8	Company Owned by SC/ST Entrepreneur?	(YES / NO)
9	Domestically manufactured electronic products (DMEP)? If Yes, Attach DMEP Form-1	(YES / NO)

Part 2 - Minimum Eligibility Criteria

SN.	Minimum Eligibility Criteria	Bidder's response
1	Registration No. and date of registration. [Registration Certificate to be enclosed]	
2	OEM or Authorised Partner/dealer [If partner, partnership certificate to be enclosed]	
3	OEM Details	
a	Name of OEM	
b	Address of OEM in India	
c	Contact Details of OEM	
d	Name	
e	Designation	
f	Mobile No.	
g	Fax No.	
h	Mail Id	
4	Contact Details of Bidder's authorized representative to make commitments to SIDBI	
a	Name	
b	Designation	
c	Mobile No.	
d	Fax No.	
e	Mail Id	
5	No of Years of experience in business of computer hardware [supply, installation & commissioning of Laptops, Desktop PCs] [Documentary evidence to be submitted by way of purchase order etc.]	
6	No. of PCs/ Laptops delivered and installed at multiple locations in single or separate orders during last 3 years [Documentary evidence to be enclosed]	
7	Financials	
	Parameter	FY
a	Annual Turnover	2014 - 2015
		2015 - 2016
		2016 - 2017
b	Cash Profit	2014 - 2015
		2015 - 2016
		2016 - 2017
c	Net worth	2014 - 2015
		2015 - 2016
		2016 - 2017
d	CA certificate to be submitted.	
8	ISO 9000:2008 (or later version) certification [Enclose certificate valid as on date of this RfP]	
9	Quoted hardware Desktops are Certified to run all variants of Windows 7 Professional and above. [Enclose certificate]	



SN.	Minimum Eligibility Criteria	Bidder's response	
10	Quoted hardware are Energy star / EPEAT compliance [Enclose certificate]		
11	OEM authorization for quoting their product. [Yes / No] MAF as per Annexure –VI to be enclosed		
12	Support:		
a	Availability of support arrangement as per para 2.5.9 & 2.5.10 [Yes / No]		
b	Location, Address and contact details of support center attached as per Annexure - XIII: [Yes / No]		
13	Details of Reference Customer		
	Customer Name and contact No.	Brief details of the h/w supplied	PO No and Date [attach PO with masked prices]
a			
b			
c			
d			
e			

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organization ...

Seal ...

- Note**
- Bidder response should be complete, Yes/No answer is not acceptable..*
 - Documentary proof, sealed and signed by authorized signatory, must be submitted*
 - Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.*
 - SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.*
 - Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.*

Annexure - III

Technical Bid Format

Desktops: 100 Nos.

S.N.	Description	Minimum Specifications	Bidders response
1	Make		
2	Model		
3	Form Factor	Small Form Factor	
4	Processor	Intel Core i5-6600 (Quad core 3.3 GHz Processor, 6MB cache) or higher OR AMD A12 8870 (Quad core 3.7 GHz, 2 MB cache) or higher	
5	Memory	1x8 GB DDR4 2133 MHz or higher, upgradeable to 16 GB (with at least one DIMM slot free).	
6	Chipset	Intel Q250 / AMD B350	
7	Motherboard	Intel/ AMD/ OEM motherboard	
8	Monitor	18.5 inch diagonal or higher, wide, color, Active matrix LCD/LED backlight, 1366*768 resolution or higher	
9	Graphics	Discrete professional graphics card with 1GB or higher memory.	
10	Hard disk	500 GB , 7200 RPM SATA HDD	
11	Ports		
a.	USB Ports	Minimum 04 external USB 3.0 and 4 external USB 2.0 ports.	
b.	RJ45	One	
c.	Headphone / speaker out, Microphone Jack	One each or composite	
d.	Display Port/ VGA/ DVI/ HDMI	VGA	
12	Keyboard	One Standard full size USB Keyboard from the same OEM with Rupee (₹) symbol key.	
13	Mouse	01 USB Optical Mouse from the same OEM.	
14	Ethernet card	Integrated Gigabit Ethernet	
15	Operating system	Windows 10 professional 64-bit, down gradable to Windows 7 Professional 32-bit or 64-bit. Vendor shall also make a recovery media for all the PCs.	
16	Certification	Certified to run all variants of Windows 7 Professional and above. Documentary evidence to be submitted.	
17	Environment and regulatory standards	Energy star / EPEAT compliant	
18	Warranty	3 yrs, on-site, comprehensive, back to back from OEM.	



Note: In the '*Bidder's Response*' column of each table, please mention precisely the offerings as per the brand/ model being quoted by you. Simply writing 'Yes' or 'Complied' will not be acceptable and such bids shall liable to be rejected.

Datasheets of all the items should be enclosed with the technical bids. Any other equipments, cables, connectors etc., required meeting the Banks requirement and to complete the installation has to be arranged by the bidder at no additional cost to the Bank.

Date : Signature of Authorised Signatory...

Place Name of Authorised Signatory ...

Designation

Phone & E-mail...

Name of the Orgainsation..

Seal :

Annexure - IV

Statement of Deviations

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

SIDBI may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by SIDBI will not entitle the bidder to submit a revised commercial bid

Supply & Installation of Computer Hardware - List of Deviations (Tender No. 400/2018/xxxx /BYO/ITV dated November 30, 2017)			
S. No.	Point of reference in the tender	Page number	Comment/ Suggestion/ Deviation
1.			
2.			

Date: Signature of Authorised Signatory:

Place: Name of the Authorised Signatory:

Designation :

Name of the Organisation:

Seal :

Annexure – V

Commercial Bid - cum- Price Break-up Format

[RfP No. 400/2018/1288/BYO/ITV dated November 30, 2017]

[Amt. in ₹]

S. N.	Item Description	Make/ Model	Qty.	Unit Price, incl. of all taxes		Total, incl. of all taxes
				Figures	Words	
				[A]	[B]	
A. Mandatory Costs:						
1	Desktops complying with technical specifications as per Annexure – III of the RFP		100			
2	Total cost of new H/W :					
3	Buyback cost of old 18 Laptops		18			
4	Total Cost of Ownership [TCO] : [2-3]					
B. Other Costs:						
1	AMC Charges applicable per unit, in terms of the %age of the Unit Cost quoted as mandatory costs:					
	Hardware item →				4 th Year	5 th Year

Bidders are requested to note the following:

- All the details must be provided as per format.
- Masked commercial bids must be given with technical bid.
- All the rates must be quoted in INR.
- Conditional commercial bids would be rejected
- L1 would be determined on the basis of the TCO as at Sr.No. 4.

Signature of Authorised Signatory ...

Date

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Annexure-VI

Manufacturer Authorisation Form

(To be submitted on OEM's letter head)

Ref:

Date:

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

Dear Sir,

**Sub: Manufacturer Authorisation for
RfP No. 400/2018/1288/BYO/ITV dated November 30, 2017**

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

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades if contracted by the bidder.

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 product warranty and AMC period.

We also undertake that in case of default in execution of this RfP by the **<Bidder Name>**, the **<OEM Name>** will take all necessary steps for successful execution of this project as per RfP requirements.

<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 - VII

Reverse Auction Process - Acceptance Letter

(To be submitted on vendor's letter head)

Place :

Date :

To,

The General Manager (Systems)
SIDBI, Information Services Department [ISD],
3rd Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra(East)
Mumbai 400 051

Dear Sir,

**Sub: RfP No. 400/2018/1288/BYO/ITV dated November 30, 2017
for the supply of Computer Hardware-Desktops[under buyback]**

We hereby, confirm that we have understood the lot & market break up, price calculation and the process of reverse auction. We confirm that we have understood the process of bidding and the relevant important issues the Online Engine (Software) and how to place our bid on the Engine. Further, we also confirm that we have valid digital signature for participation in the reverse auction.

We also confirm that we have made arrangements and would be able to place our bid on the specified date & time on our own.

Thanking you

Yours sincerely,

For,

Name:

Designation of Signatory:
(with Seal Contact No)

(Pls give the contact no on, which your concerned person will be available during the time of bidding)

Annexure -VIII

Installation-cum-Acceptance Certificate

(To be submitted for respective locations)

1	Vendor Name	
2	RfP No	400/2018/1288/BYO/ITV dated November 30, 2017
3	Purchase Order No and Date	
4	Description of equipment	
5	Date of Delivery	
6	Installation Date	
7	Serial No's of equipment installed at this location (If the list is big, a separate sheet may be attached)	
8	Certificate	Equipment [as per ordered configuration] has been delivered and successfully installed & configured as per our requirements and all the systems are working satisfactorily. Accordingly, the hardware may be accepted.

Name of SIDBI official : _____

Designation : _____

Signature : _____

Date : _____

Seal :

Annexure – IX

New Hardware Requirements & Buyback Details

S. No.	Office	New Desktop PCs Required	Old Laptops under buyback	
			HP ProBook 4320s	HP ProBook 4420s
1	Agartala	1	0	0
2	Ahmedabad	1	0	0
3	Aurangabad	1	0	0
4	Bangalore	3	0	1
5	Bhopal	2	0	0
6	Chandigarh	1	0	0
7	Chennai	35	0	0
8	Coimbatore	2	0	1
9	Dehradun	1	0	0
10	Dimapur	1	0	0
11	Erode	1	0	0
12	Faridabad	1	0	0
13	Hubli	0	0	1
14	Hyderabad	3	0	0
15	Imphal	1	0	0
16	Indore	3	0	0
17	Jamshedpur	1	0	0
18	Kochi	2	0	0
19	Kolkata	2	0	0
20	Lucknow	7	4	1
21	Ludhiana	1	0	0
22	Morbi	0	0	1
23	Mumbai BKC	21	2	3
24	New Delhi	0	0	2
25	Noida	1	0	0
26	Patna	1	0	0
27	Pondicherry	1	0	0
28	Pune	2	0	2
29	Shillong	1	0	0
30	Vatva	1	0	0
31	Vizag	2	0	0
Total		100	6	12

*** The number of items to be purchased/ delivered at particular location and delivery locations may undergo change. Changes, if any, shall be advised at the time of placing the order with L1 vendor(s).

Annexure - X

Brief Specifications of the H/W items under buyback

H/W item	Make/ Model	Qty.	Brief Specifications
Laptop	HP ProBook 4320s	6	Intel Core i5, 520M Processor (2.40GHz), 3 GB RAM, 250 GB HDD (Purchased in 2010)
	HP ProBook 4420s	12	Intel Core i3, 350M Processor (2.26GHz), 3 GB RAM, 250 GB HDD (purchased in March 2010)
Total laptops under buyback		18	

Annexure - XI

Undertaking of Authenticity

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

With reference to the hardware items quoted to you vide our quotation No.: _____ dated _____ in response to your tender no. **400/2018/1288/BYO/ITV dated November 30, 2017**, we hereby undertake that all the components / parts / assembly / software used in these 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 [eg., product keys on certification of authenticity in case of Microsoft Windows operating system) and also that it shall be sourced from the authorised source (eg., authorised Microsoft channel in case of Microsoft operating system).

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 – XII

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

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. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") on the terms and conditions contained in the Purchase Order No. _____ dated _____ made between the vendor and the SIDBI (hereinafter called "the said Agreement") 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 vendor of the terms and conditions of the said Agreement.

At the request of the vendor, (Bank name & address) _____, having its principal/registered office in India 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 _____ only as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the contract entered into by it with SIDBI for providing IT Infrastructure Management Services and Support Maintenance Services to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Agreement 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 Agreement 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 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 Agreement (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 _____) 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 the Corporation 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 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 thisday of2017.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

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

Annexure – XIV

Power of Attorney

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

BY THIS POWER OF ATTORNEY executed on _____, 2014, We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal No. **400/2018/1288/BYO/ITV dated November 30, 2017** for the Supply & Installation of Desktops for various SIDBI offices and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

Annexure – XV

बैंक अधिदेश फ़ॉर्म /BANK MANDATE FORM

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

(कृपया सूचनाएँ साफ अक्षरों में भरें। जहाँ-कहीं लागू हो , उस पर सही का निशान लगाएँ।)

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

1. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का नाम

Name of Borrower / vendor / supplier: _____

विक्रेता का कूट Vendor Code (if applicable) _____

2. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का पता

Address of the Borrower / vendor / supplier: _____

नगर/City _____ पिनकोड Pin Code _____

ई-मेल आईडी /E-mail id: _____

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

मोबाइल सं./Mobile No.: _____

स्थायी खाता संख्या/Permanent Account Number _____

एमएसई पंजीकरण/सीए प्रमाणपत्र/MSE Registration / CA Certificate _____

(यदि लागू हो/if applicable)

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

हिताधिकारी का नाम Beneficiary Name			
बैंक का नाम Bank Name		शाखा का नाम Branch Name	
शाखा का स्थान Branch Place		शाखा का नगर Branch City	
पिनकोड PIN Code		शाखा कूट Branch Code	
एमआईसीआर सं . MICR No.			
खाते का स्वरूप Account type	बचत/Saving	चालू/Current	नकद उधार Cash Credit



खाता सं Account No.	(जैसी चेकबुक में अंकित है) (as appearing in the Cheque book)																			
(बैंक से आपूर्त एमआईसीआर1 चेक पर अंकित कूट संख्या। कृपया यह सुनिश्चित करने के लिए कि बैंक का नाम, शाखा का नाम एवं कूट तथा खाता संख्या सही है, अपने बैंक का निरस्त किया हुआ चेक संलग्न करें) (Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)																				
आईएफएससी कूट2 IFSC CODE2	आरटीजीएस अंतरण के लिए For RTGS transfer		एनईएफटी अंतरण के लिए For NEFT transfer																	

4. अधिदेश के प्रभावी किए जाने की तिथि

Date from which the mandate should be effective :

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

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

स्थान/Place : _____

दिनांक/Date : _____

पार्टी/प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर
Signature of the party / Authorized Signatory

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

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

बैंक की मुहर/Bank's stamp :

दिनांक/Date :

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

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

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

1, 2: आईएफएससी/एमआईसीआर के बारे में टिप्पणी

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



1, 2: Note on IFSC / MICR

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

Annexure – XVI

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. **400/2018/1288 /BYO/ITV dated November 30, 2017** for the "....." (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 its currency except with the previous consent of SIDBI in writing.

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

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

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

- (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

.....

.....

PRE CONTRACT INTEGRITY PACT
[To be provided on Rs.100/- Non-judicial Stamp Paper]

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place ___ on ---- day of the month of ----, 2017 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to Purchase of Desktops and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

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

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount --- (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
 - (i) Bank Draft on a Pay Order in favour of -----
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP..
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of

Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
- (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the

BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

8.1 The BUYER has appointed Shri. Ashok Sinha, (IAS retd.), 13 Yayati, Sector-58A, Nerul (West), Palm Beach Road, **Navi-Mumbai** 400706, Ph: 9821844044, Mail id: asinha51@gmail.com as Independent Monitors (hereinafter referred to as Monitors) for this Pact.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings

8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**



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

12. **Validity**

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

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

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

BUYER
Name of the Officer
Designation
SIDBI
Witness
1. _____
2. _____

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1. _____
2. _____

Annexure XVIII

DOMESTIC VALUE ADDITION

[Format for Domestic Value Addition in terms of Guidelines issued for procurement of notified electronic products by Government]

Domestic Manufacturers are required to indicate the domestic value addition in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid in the following format:

Item No.	Item Description	Manufacturer / Supplier	Country of Origin	Value	Domestic Value Addition in Percentage

For and on behalf of _____ (Name of firm/entity/Enterprise)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Annexure - XIX

DECLARATION REGARDING CLEAN TRACK RECORD

Date:

The General Manager(Systems),
IT Vertical,
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,

Declaration Regarding Clean Track Record

RfP No : 400/2018/1288/BYO/ITV dated November 30 2017

I have carefully gone through the Terms & Conditions contained in the RFP No. **400/2018/1288/BYO/ITV dated November 30, 2017** regarding "RFP FOR PROCUREMENT OF DESKTOPS".

1. 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 03 years.
2. We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
3. I further certify that I am competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in **Annexure –II & Annexure –III** is true and correct and also able to perform this contract as per RFP document.

Thanking you,

Yours sincerely,

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

DMEP FORM1

**[Affidavit of Self Certificate regarding Domestic Value Addition in an Electronic]
[To be provided by Domestic Manufacturer on Rs.100/- Non-judicial Stamp Paper]**

Date: _____

I, _____ S/o, D/o, W/o _____, Adult, Indian inhabitant
residing at _____ do hereby solemnly affirm and declare as under:

1. That I/We will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No.8(78)/2010-IPHW dated.10.02.2012.
2. That the information furnished hereinafter is correct to the best of my knowledge and belief and I/We undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition.
3. That the domestic value-addition for all inputs which constitute the said electronic product has been verified by me and I/We am responsible for the correctness of the claims made therein.
4. That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition. I/We will be disqualified from any Government tender for a period of 36 months. In addition, I/We will bear the cost of such an assessment.
5. That I/We have complied with all the conditions referred to, in the Notification No.8 (78)/2010-IPHW dated.10/02/2012 wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I/We undertake to pay the balance, if any, forthwith.
6. I/We agree to maintain the following information in the Company's record for a period of 08 years and shall make this available for verification to any statutory authorities.



- i. Name & details of the Domestic Manufacturer (Registered office, Manufacturing Unit Location, nature of legal entity).
- ii. Date on which this certificate is issued.
- iii. Electronic Product for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of domestic value addition claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale price of the product.
- viii. Ex-factory price of the product.
- ix. Freight, Insurance and handling
- x. Total Bill of Material
- xi. List and cost value of inputs used for manufacture of the electronic product.
- xii. List and total cost of inputs which are domestically sourced. I am / We are attaching certificates from suppliers, as the input is not in-house.
- xiii. List and total cost of inputs which are imported, directly or indirectly.

For and on behalf of _____ (Name of firm/entity/enterprise)

Authorized signatory
(To be duly authorized by the Board of Directors/Managing Council/Governing Body)

<Insert Name, Designation and Contact No.>

Annexure - XXI

PURCHASE PREFERENCE

1.1. Introduction

- 1.1.1. Purchase preference for MSEs and Domestically Manufactured Electronic Products (DMEP) would be provided as per the extent guidelines subject to satisfying the minimum eligibility criteria and technical specifications given in the tender.
- 1.1.2. Since the items under current procurement are not uniform (i.e. all items are not of same type, configuration and number/type of interfaces), SIDBI would be distributing the items based on Total Cost of Solution (TCS) value of L1 bid. Accordingly, items distribution would be approximately:
 - ✓ 20% of TCS value of L1 bid to MSEs and
 - ✓ 30% of TCS value of L1 bid to DMEP bidders.
- 1.1.3. The purchase preference to MSEs and DMEP bidders will be given provided their bids are within the range of 15% and 20% of the TCS of L1 bid respectively. The lowest bidder among the MSE/DMEP, whether L2, L3, L4, or higher will be invited to match the L1 bid.
- 1.1.4. MSE / DMEP bidders are required to satisfy the eligibility criteria as specified in the below sections under respective heads for claiming price preference.
- 1.1.5. The above procedure is binding on the bidders and no further correspondence in this regard will be entertained.

1.2. Public Procurement Policy on Micro and Small Enterprises (MSEs)

- 1.2.1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- 1.2.2. 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).
- 1.2.3. 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.
- 1.2.4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a self attested certified copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- 1.2.5. Only those MSEs whose bids are within **15% of Total cost of Solution (TCS) of the L1 bid** would be allowed an opportunity to match L1 bid.
- 1.2.6. The quantity of procurement for which preference will be provided to MSEs shall be 20% of the **Total cost of Solution (TCS)** of L1 vendor.

1.3. Domestically Manufactured Electronic Products (DMEP)

- 1.3.1. SIDBI reserves the right for providing preference to domestically manufactured electronic products in terms of the Department of Electronics and Information Technology (DeitY) Notification No. notification No. 8(78)/2010-IPHW dated

10-2-2012, and subsequent amendments/ clarifications. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines are treated as an integral part of the tender documents.

- 1.3.2. The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated are as follows:
- i. The electronic products for which preference will be provided to domestic manufacturers shall be for all items mentioned in Annexure 4.
 - ii. The quantity of procurement for which preference will be provided to domestic manufactures shall be 30% of the TCS value of L1 vendor.
 - iii. Percentage of domestic value addition which qualifies the electronic product to be classified as domestically manufactured shall be 45% for the year 2015-16.
 - iv. The preference to DMEP shall be subject to meeting technical specifications and matching item-wise cost of L1 bid as defined in **Section 1.4 (price matching)**.
- 1.3.3. Domestic Manufacturers are required to indicate the domestic value addition in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid as per format given in **Annexure -XVIII**.
- 1.3.4. Bidders, claiming to bid in the status of domestic manufacturer, are also required to give an undertaking in the format as given in DMEP Form-1 (**Annexure -XX**).
- 1.3.5. Furnishing of false information on this account shall attract penal provisions as per Guidelines/Notification.

1.4. Price Matching

- 1.4.1. For securing order under Public Procurement Policy on Micro and Small Enterprises and/or Domestically Manufactured Electronic Products by splitting of order, the MSE/DMEP vendor to whom price matching is being offered:
- a) Should match the **item-wise cost of L1 bid/vendor** for those new items where MSE/DMEP vendor cost is higher.
 - b) If the price of MSE/DMEP vendor is less than that of L1 vendor for any item being procured, MSE/DMEP vendor would NOT have an option to increase the price and the final price of that item would be the price quoted by MSE/DMEP vendor in commercial bid.
 - c) **Buyback items:** MSE/DMEP vendor has to match the L1 vendor price for those buyback items where MSE/DMEP vendor cost is lower. If price of MSE/DMEP vendor is more than the buyback cost of L1 vendor for any item, MSE/DMEP vendor would **NOT** have an option to decrease the price and the final price of that item would be the price quoted by MSE/DMEP vendor in commercial bid.

Example:

Line Item	Cost Quoted			
	Vendor A (Non DMEP & MSE)		Vendor B (MSE/DMEP)	
	New Item	Buyback Item	New Item	Buyback Item
1	100	10	120	15
2	120	20	130	25
3	130	30	125	25
4	140	35	135	30
5	150	45	145	45
Total	640	140	655	140
TCO	500			515
Status	L1		L2	

Based on the TCO, here L1 is Vendor 'A' who is non DMEP non MSE and L2 vendor is Vendor 'B' who is MSE and/or DMEP.

- d) **For New Items:** Vendor 'B' who being DMEP or MSE, has to match item-wise cost of Vendor 'A' for those new items to be procured where there price is higher. For those new items where Vendor 'B' cost is less than Vendor 'A', the original cost quoted by Vendor 'B' in commercial bid will be considered.
- e) **For Buyback Items:** In case of buyback items Vendor 'B' who being DMEP or MSE, has to match item-wise cost of Vendor 'A' for those items where there price is lower. For those items where Vendor 'B' cost is more than Vendor 'A', the original cost quoted by Vendor 'B' in commercial bid will be considered.
- f) Accordingly, the revised cost of line items for Vendor 'B' after item-wise price matching for new and buyback items would be:

Line Item	Cost Quoted			
	Vendor A (Non DMEP & MSE)		Vendor B (MSE/DMEP)	
	New Item	Buyback Item	New Item	Buyback Item
1	100	10	100	15
2	120	20	120	25
3	130	30	125	30
4	140	35	135	35
5	150	45	145	45

1.5. Splitting of order

- 1.5.1. The splitting would be done in terms of total cost of solution (TCS) under consideration for procurement.
- 1.5.2. In case of splitting of order, SIDBI would offer MSE/DMEP vendor to match the TCO of L1 vendor/bid, as per procedure given in Section 1.4.
- 1.5.3. The MSE/DMEP vendor should accept/reject the offer within **three working days** of making that offer. In case no communication is received from the MSE/DMEP vendor within three working days, the offer is deemed to be rejected and Bank would proceed with the procurement process. No further communication in this regard would be entertained.

- 1.5.4. In case of splitting of order the distribution of order, for ease of manageability, compatibility, service support etc., would be carried out by SIDBI as given below:
- a) For Server Chassis and items in category 'A' if there are multiple numbers of items to be procured for a location, all items would be procured from one vendor.
 - b) For items in category 'B', 'C', 'D', 'E' & External tape drive, if there are multiple numbers of items to be procured for a location / organization, all items would be procured from one vendor.
 - c) All the licenses of server virtualization software or SAN storage will be procured from one vendor.
 - d) All the buyback equipments at the location would be given to the same vendor from whom new items are procured, irrespective of the quantity.
 - e) Choice of locations is at the discretion of Bank.
 - f) The above procedure for splitting of order is binding on the bidders and no further correspondence in this regard will be entertained.

1.5.5. **Scenarios for splitting of Order and Examples:**

- i. If where L-1 firm is non MSE – non DMEP and L-2 firm is MSE along with being DMEP within 15% of TCO of L-1, In such a situation L-2 will get preference only for 30% (being DMEP) as 20% (for being MSE) will be covered within that.
- ii. If L-1 is non MSE along with non DMEP and L-2 is MSE along with non DMEP within 15% of L-1 and L-3 is DMEP along with MSE/ non MSE within 20% of L-1. In such a situation 30% of purchase order (TCH) as per notification (for being DMEP) will be given to L-3 and L-2 will be given 20% of the purchase order (TCH).

iii. **Examples:**

The bidder to note that the examples mentioned here are not exhaustive, these are few of the scenarios which bank has envisaged. Any additional scenario will be suitable dealt with within the extent guidelines.

a) **Example 1:**

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	105	L-2
B	DMEP & Non MSE	DNM	118	L-4
C	Non DMEP & MSE	NDM	112	L-3
D	Non DMEP & Non MSE	NDNM	100	L-1

Since L-1 vendor is NDNM, & L2 vendor is DM, option would be given to L-2 vendor to match the prices of L-1. If L2 agrees to match the price, order to the extent of 30% would be given to L-2 vendor. In case L-2 vendor does not match the price with L-1 vendor, option would be given to L3 vendor (NDM) to match the prices with L-1 vendor. If L-3 vendor matches the price with L-1 vendor, order to the extent of 20% would be given to L-3 vendor. In case L-3 vendor does not match the price of L-1 vendor, option would be given to L-4 vendor to match the price of L-1 vendor and on acceptance; order would be given to the extent of 30% to L-4 vendor. In case L-4 fails to match the price with L-1 vendor, order for 100% of the value would be given to L-1 vendor.

b) Example 2:

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	100	L-1
B	DMEP & Non MSE	DNM	105	L-2
C	Non DMEP & MSE	NDM	118	L-4
D	Non DMEP & Non MSE	NDNM	112	L-3

Since L-1 vendor is DM, 100% of the order would be placed with L1 vendor.

c) Example 3:

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	118	L-2
B	DMEP & Non MSE	DNM	123	L-4
C	Non DMEP & MSE	NDM	121	L-3
D	Non DMEP & Non MSE	NDNM	100	L-1

Since L-1 vendor is NDNM, & L-2 vendor is DM, option would be given to L-2 vendor to match the prices of L1. If L2 agrees to match the price, order to the extent of 30% would be given to L-2 vendor. In case L-2 vendor does not match the price with L-1 vendor, order for 100% of the value would be given to L-1 vendor as the difference between L-1 & L-3 vendors quote is more than 20%.

d) Example 4:

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	118	L-3
B	DMEP & Non MSE	DNM	123	L-4
C	Non DMEP & MSE	NDM	116	L-2
D	Non DMEP & Non MSE	NDNM	100	L-1

Since L-1 vendor is NDNM, & L-3 vendor is DM, option would be given to L-3 vendor to match the prices of L-1. In this case, L-2 is not given option to match prices of L1 since difference in price quoted by L-1 and L-2 is more than 15%. If L-3 agrees to match the price, order to the extent of 30% would be given to L-3 vendor. In case L-3 vendor does not match the price with L-1 vendor, order for 100% of the value would be given to L-1 vendor.

e) Example 5:

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	123	L4
B	DMEP & Non MSE	DNM	118	L3
C	Non DMEP & MSE	NDM	114	L2
D	Non DMEP & Non MSE	NDNM	100	L1

Since L-1 vendor is NDNM, L2 vendor is NDM & L-3 vendor is DM, option would be given to L-2 & L-3 vendor to match the prices of L-1. If L-2 agrees to match the price, order to the extent of 20% would be given to L-2 vendor. If L-3 agrees to match the price, order to the extent of 30% would be given to L-3 vendor. In case L-2 vendor does not match the price with L-1 vendor, order to the extent of 20% of the value (i.e. offered value to L-2 vendor being NDM) would be given to L-1 vendor. In case L3 vendor does not match the price with L-1 vendor, order to the extent of 30% of the value (i.e. offered value to L-2 vendor being DNM) would be given to L-1 vendor.

f) Example 6:



Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	123	L4
B	DMEP & Non MSE	DNM	121	L3
C	Non DMEP & MSE	NDM	116	L2
D	Non DMEP & Non MSE	NDNM	100	L1

Since the price difference quoted by L-1 vendor and NDM, DNM is more than 15% and 20% respectively, order for 100% value would be placed with L-1 vendor.

g) Example 7:

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	105	L2
B	DMEP & Non MSE	DNM	100	L1
C	Non DMEP & MSE	NDM	114	L4
D	Non DMEP & Non MSE	NDNM	112	L3

Since L1 vendor is DNM, L2 vendor is DM, L3 vendor is NDNM & L4 vendor is NDM, option would be given to L2 vendor to match the prices of L1. If L2 agrees to match the price, order to the extent of 20% would be given to L2 vendor. In case L2 vendor fails to match the price with L1 vendor, option is provided to L4 vendor. In case L4 fails to match the price with L1 vendor, order for 100% of the value would be given to L1 vendor. In this case, L3 vendor is not given an option to match the price being NDNM vendor.

h) Example 8:

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	118	L3
B	DMEP & Non MSE	DNM	123	L4
C	Non DMEP & MSE	NDM	114	L2
D	Non DMEP & Non MSE	NDNM	100	L1

Since L1 vendor is NDNM, L2 vendor is NDM & L3 vendor is DM, option would be given to L2 & L3 vendor to match the prices of L1. If L2 agrees to match the price, order to the extent of 20% would be given to L2 vendor. If L3 agrees to match the price, order to the extent of 30% would be given to L3 vendor. In case L2 vendor does not match the price with L1 vendor, order to the extent of 20% of the value (i.e. offered value to L2 vendor being NDM) would be given to L1 vendor. In case L3 vendor does not match the price with L1 vendor, order to the extent of 30% of the value (i.e. offered value to L2 vendor being DNM) would be given to L1 vendor.

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