



## Small Industries Development Bank of India

Request for Proposal (RfP)  
for Purchase of HP UNIX Server and Related Hardware for  
Mumbai and Chennai Office.

**Tender No. : 400/2011/701/BYO/ISD dated February 25, 2011**

Small Industries Development Bank of India  
Information Services Department  
3rd Floor, MSME Development Center  
Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra (E),  
**Mumbai - 400 051**  
Website :[www.sidbi.in](http://www.sidbi.in)

**Price of the Document: Rs. 500/-**

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## **1. Introduction and Disclaimers**

### **1.1. Purpose of RfP**

The purpose of RfP is to shortlist vendors for supply, installation, configuration and commissioning of following hardware under buyback of two IBM AIX servers, one each at Mumbai and Chennai:

#### **A. At Datacenter, Mumbai**

1. HP UNIX Server
2. HP SAN Storage
3. HP SAN Switch

#### **B. At DR Site, Chennai**

1. 48GB RAM for HP Rx6600 server.

### **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. Errors and Omissions**

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

#### **1.9. Acceptance of Terms**

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

#### **1.10. Requests for Proposal**

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

Contact	: R K Sharma
Position	: General Manager (Systems)
Email	: rksharma@sidbi.com, crprasad@sidbi.in
Telephone	: +91 - 22 - 67531228 / 67531238
Fax	: +91 - 22 - 67531236

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

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.

#### **1.11. 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.

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

### 2.2. Project Objective

SIDBI intends to procure HP Unix Server, HP SAN storage, HP SAN Switch for its Mumbai office and additional RAM of 48GB for HP Rx6600 server at Chennai under buyback of two IBM AIX servers, one at Mumbai and other at Chennai. The details of requirement and buyback are given below:

#### 2.2.1. Requirement

##### 2.2.1.1. For Mumbai Office

S.N	Hardware	Make	Model	Qty.
1	UNIX Server with HP Unix 11i O/s	HP	Rx 6600	01
2	SAN storage	HP	EVA 4400	01
3	SAN switches [8 port]	HP	Storage Works	01

##### 2.2.1.2. For Chennai Office

S.N	Hardware	Qty.
1	48GB additional RAM for HP Rx6600 Unix Server	01

Detailed technical specifications of the hardware and software given in **Annexure –II**.

#### 2.2.2. Buyback Hardware

S.N	Location	Hardware	Model	Qty.
1	Mumbai	IBM AIX RISC Server	7025 6F1 [POWER PC_RSG4-IV]	01
2	Chennai	IBM AIX RISC Server	P615, Power 4	01

2.2.3. All the above hardware should be with five years back to back warranty with OEM.

2.2.4. The purpose behind issuing this RfP is to invite technical and commercial bids from the bidders and selection of bidder for the above purpose for each category of hardware.

2.2.5. 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:

#### For Mumbai

Carry our site inspection prior to installation of the systems for site requirement analysis.

- Delivery and installation of hardware as per specifications given in **Annexure –III**.
- Rack Mounting of hardware.
- Installation of operating System, latest service packs / patches and related software.
- Volume and Raid group creation as per SIDBI requirement. The bidder to study entire SIDBI requirements and prepare implementation plan.
- Mounting the Volume on server.
- Connecting the SAN Storage to Network.
- Installation and configuration of SAN switch.
- Zoning on the SAN switch.
- Integration with existing LAN/WAN and SAN Switch.
- Integration of existing LTO and configuring same for backup of UNIX server.
- Warranty of five years from date of acceptance.

#### For Chennai

- Delivery and installation of 48 GB RAM on existing HP Rx6600 UNIX Server.

### 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 criteria/Minimum Eligibility Criteria, Technical Bid and Commercial Bid.
- 2.4.2. Bidders who qualify in the pre-qualification criteria/minimum eligibility criteria would only be considered for evaluation of Technical bid.
- 2.4.3. SIDBI would enter into contract with the bidder who qualify the technical evaluation and whose commercial bid is found to be Lowest Commercial Bid [L1] based on the rate quoted by the bidder.

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

- 2.5.1. The bidder should be a registered company. Copy of registration certificate to be enclosed.
- 2.5.2. The bidder should be Original Equipment Manufacturer [OEM] or authorized partner/ dealer of OEM. In case of authorized partner/dealer of OEM valid partnership certificate to be enclosed.
- 2.5.3. The bidder should be in the business of supply, installation and commissioning of hardware [Intel servers, SAN storage and Unix servers etc.] for **at least three [3] years as on the date of this tender**.  
Bidder to note that tender issue date ie.,25/02/2011.
- 2.5.4. The bidder should have a minimum average annual turnover of Rs.10 crore over the last three (3) financial.
- 2.5.5. The bidder should have positive networth and cash profit [ie., no cash loss]

in 2 years out of last 3 years.

Supporting the fact the bidder should furnish auditor certificate for last three years ending March' 2010. Bidders to note that only auditors certificate needs to be enclosed.

**Please note that Balance sheet need not be attached.**

- 2.5.6. The bidder should be ISO 9000:2001 certified company. The certification from any globally recognized institution. Copy of certificate to be enclosed.
- 2.5.7. The OEM should authorize the bidder to quote their product in the present tender of SIDBI. The bidder should submit Manufacturer Authorisation Form [MAF] as per format given in **Annexure -VII**.
- 2.5.8. The bidder MUST HAVE support center at Mumbai.
- 2.5.9. The bidder should have supplied servers for at least three large institutions.

The bidder to submit documentary evidence for all the above points along with Annexure-I [Pre-Qualification Criteria / Minimum Eligibility Criteria].

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

## 2.6. Schedule of Events:

1	Purpose of RfP	Procurement of HP UNIX server and related hardware for Mumbai and Chennai Office.
2	Date of Issue of RfP	25/02/2011
3	Cost of RfP – Non refundable.	₹500/- (Rupees five hundred only) [to be submitted in form of demand draft /pay order in favour of SIDBI payable at Mumbai along with Technical bid]
4	EMD	₹ 1,00,000/- (Rupees one lakh only) to be submitted in form of demand draft/pay order in favour of SIDBI payable at Mumbai along with Technical bid]
5	Date of Pre-bid meeting	03/03/2011, 11:00am [clarifications to be forwarded at least one day prior to pre-bid meeting i.e., latest by 02/03/2011]
6	Last date for submission of bids	17/03/2011 at 03:30pm
7	Address for submission of bids	The Chief General Manager(Systems) Small Industries Development Bank of India MSME Development Center, 3 <sup>rd</sup> Floor Information Services Department Plot No.C-11, G Block, Bandra Kurla Complex, Bandra [East], <b>Mumbai – 400051</b>
8	Bid Validity	90 days from the date of submission of bids i.e., till June 15, 2011
9	Date of Opening of Pre-qualification Criteria [Minimum Eligibility Criteria] / Technical bid	17/03/2011 at 04:00 PM
10	Date of Opening of Commercial bids	To be announced later after technical evaluation. Intimation would be forwarded to technically shortlisted vendors.
11	Venue for presentation, pre-bid meeting & Opening of bids	SIDBI, MSME Development Center 3 <sup>rd</sup> Floor, Information Services Department, Plot No.C-11, G Block, Bandra Kurla Complex, Bandra(E), <b>Mumbai 400 051</b>



12	Contact Details				
	Name	Designation	Phone	Fax	E-mail
a	C R Prasad	AGM (Systems)	67531238	67531236	<a href="mailto:crprasad@sidbi.in">crprasad@sidbi.in</a>
b	A Topdar	DGM(Systems)	67531244		<a href="mailto:atopdar@sidbi.in">atopdar@sidbi.in</a>
c	R K Sharma	GM(Systems)	67531228		<a href="mailto:rksharma@sidbi.in">rksharma@sidbi.in</a>

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### 3. Instruction to Bidders

The Bidder is 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 are invited to attend pre-bid meeting to be held on **March 03, 2011 at 1100 hours** at the venue mentioned in section 2.7. 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 in writing (Letter/E-mail/FAX etc) and submitted at least two days prior to the date of pre-bid meeting i.e., latest by **March 02 , 2011**.
- 3.1.3. The text of the questions raised (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 latest by **March 04, 2011**. No individual clarifications will be sent to the bidders. It would be responsibility of bidder to check the website before final submission of bids.

#### 3.2. Amendment to the bidding document

- 3.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 3.2.2. The amendment will be posted on Banks website www.sidbi.in.
- 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. Documents Comprising the Bid

Bidders are required to submit their responses in two NON –Window sealed envelopes as per details given below.

Envelope	Bid Contents	Label of Envelope
I	<p><b>Pre-Qualification / Minimum Eligibility Bid and Technical bid.</b></p> <p>i. DDs towards Bid Price &amp; Earnest Money Deposit (EMD).</p> <p>ii. Minimum Eligibility Bid – Covering letter as per format prescribed in <b>Annexure-II</b></p> <p>iii. Pre-qualification / Minimum Eligibility Bid –as per format prescribed in <b>Annexure-I</b></p>	<p>“Pre-Qualification / Technical Bid for procurement of HP hardware – RfP No. 400/2011/701 /BYO/ISD dated February 25, 2011.”</p>

Envelope	Bid Contents	Label of Envelope
	iv. Technical bid covering letter as per format prescribed in <b>Annexure –V</b> v. Response to Technical Bid as per format prescribed in <b>Annexure-III (1 to 3)</b> . vi. List of deviations as per format prescribed in <b>Annexure-IV</b> vii. Masked Commercial bid as per format prescribed in <b>Annexure-VI</b> viii. Manufacturer's Authorisation Form (MAF) as per format prescribed in <b>Annexure-VII</b> ix. Power of Attorney as per format prescribed in <b>Annexure-XI</b> x. Detailed bill of material with part codes. xi. Data sheets/printed literature of the entire components quoted.	
<b>II</b>	<b>Commercial Bid</b> i. Response to Commercial Bid as per format prescribed in <b>Annexure-VI</b>	"Commercial Bid for procurement of HP Hardware – RfP No. 400/2011/701 /BYO/ISD dated February 25, 2011. "

3.4.1. All the individual envelopes must be super-scribed with the following information as well:

- 3.4.1.1. Name of the bidder, Contact Number and mail id.
- 3.4.1.2. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed by authorised signatory (as per power of attorney) of the respondent.
- 3.4.1.3. The envelope shall be addressed to the Bank at the address given below:  
 The Chief General Manager (Systems)  
 Small Industries Development Bank of India  
 Information Services Department [ISD],  
 MSME Development Center, 3rd Floor  
 Plot No.C-11, 'G' Block, Bandra Kurla Complex,  
 Bandra(East), **Mumbai 400 051**
- 3.4.1.4. If the envelop is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

### 3.5. Important

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

- 3.5.1. Authorized signatory (**as per power of attorney submitted**) must sign all the pages of the response.
- 3.5.2. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 3.5.3. Responses should be concise and to the point. Submission of irrelevant

documents must be avoided.

- 3.5.4. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 3.5.5. The RfP is floated on SIDBI website <http://www.sidbi.in>. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site. Bidders must have close watch on website during the intervening period before submitting response to RfP.
- 3.5.6. The Original Bid shall be typed and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for unamended printed literature.
- 3.5.7. Any interlineation's, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids along with company seal.
- 3.5.8. Conditional bids will not be accepted on any ground and shall be rejected straightway. Clarifications, if any, should be obtained during pre-bid meeting only.
- 3.5.9. Price bids containing any deviations or similar clauses may be summarily rejected

### 3.6. **Bid Currency**

Bids to be quoted in Indian Rupee only.

### 3.7. **Earnest Money Deposit (EMD)**

- 3.7.1. All the responses must be accompanied by a refundable interest free security deposit of ₹1,00,000/-
- 3.7.2. EMD should be in the form of Demand Draft drawn in favour of "Small Industries Development Bank of India" payable at Mumbai. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 3.7.3. No interest will be paid on EMD.
- 3.7.4. Request for exemption from Security Deposit will not be entertained.
- 3.7.5. The EMD amount of all unsuccessful bidders would be refunded immediately upon :
  - 3.7.5.1. The end of the bid validity period, including extended period (if any),  
Or ;
  - 3.7.5.2. Receipt of the signed contract from the selected Bidder.
- 3.7.6. Successful Bidder will be refunded the EMD amount only after acceptance and submission of performance guarantee.
- 3.7.7. The bid security may be forfeited:
  - 3.7.7.1. If a Bidder withdraws its bids during the period of bid validity
  - 3.7.7.2. 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
  - 3.7.7.3. In case of successful Bidder, if the Bidder fails to
    - 3.7.7.3.1. Sign the contract  
OR
    - 3.7.7.3.2. Furnish performance guarantee

### 3.8. Delivery and Installation Schedule

- 3.8.1. The Bidder should deliver the goods within **SIX WEEKS FROM THE DATE OF PURCHASE ORDER.**
- 3.8.2. Delivery of the Goods shall be made by the bidder in accordance with the terms of the Purchase Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.
- 3.8.3. Bidder shall organize the Road Permits wherever required. Any letter required for this will be given by the Bank only from Mumbai office.
- 3.8.4. The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI
- 3.8.5. The Bidder should install the goods and integrate with existing LAN/WAN/SAN within Three (3) weeks, from the date of delivery.
- 3.8.6. After completion of installation the bidder should obtain installation certificate from the Bank official as per **Annexure –IX**. SIDBI will carry out acceptance of hardware as per acceptance test plan.
- 3.8.7. Installation will be treated as incomplete in one/all of the following situations:
  - 3.8.7.1. Non-delivery of any hardware or other components and software modules mentioned in the order
  - 3.8.7.2. Non-delivery of supporting documentation
  - 3.8.7.3. Delivery, but no installation of the components and/or software
  - 3.8.7.4. ILL-integration
  - 3.8.7.5. System operational, but unsatisfactory to the Bank
- 3.8.8. 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.
- 3.8.9. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- 3.8.10. 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
- 3.8.11. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

### 3.9. Delivery Locations

S.N.	Hardware	Qty	Address
1	HP Unix Server	01	Small Industries Development Bank of India MSME Development Center, 3 <sup>rd</sup> Floor Information Services Department [ISD] Plot No.C-11, G Block, Bandra Kurla Complex Bandra [East], <b>Mumbai 400 051</b>
	HP SAN Storage	01	
	HP SAN Switch	01	

2	48 GB RAM for HP Rx6600 Unix Server	01	Small Industries Development Bank of India Overseas Towers, Door No. 756L, Anna Salai , (Opposite TVS), <b>Chennai-600 002</b>
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### 3.10. Delivery and Documents

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

- 3.10.1. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- 3.10.2. Delivery challan duly signed, stamped and dated by SIDBI representative. The bidder to note that submission of same is mandatory.
- 3.10.3. Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates.

### 3.11. Period of Validity of Bids

- 3.11.1. Prices and other terms offered by Bidders must be firm for an acceptance period of three [3] months from date of closure of this RfP.
- 3.11.2. In exceptions 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.
- 3.11.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary

### 3.12. Deadline for submission of Bids

- 3.12.1. The bids must be received by the Bank at the addressed specified, no later than 17/03/2011, 03:30pm.
- 3.12.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 3.12.3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### 3.13. Late Bids

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

### 3.14. Modification and/Or Withdrawal of Bids:

- 3.14.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids, is received by the Bank, prior to the deadline prescribed for submission of bids.
- 3.14.2. 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.
- 3.14.3. No bid may be modified or withdrawn after the deadline for submission of bids.

- 3.14.4. 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.

### **3.15. Opening of Bids by the Bank**

- 3.15.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- 3.15.2. The Bidder 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 rejected at bid opening, except for late bids which shall be returned unopened to the Bidder.
- 3.15.3. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

### **3.16. Evaluation Methodology**

#### **3.16.1. Clarification of bids**

- 3.16.1.1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- 3.16.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid. Yes / No response will not be considered.
- 3.16.1.3. Any deviations from the specifications should be clearly brought out in the bid
- 3.16.1.4. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract

#### **3.16.2. Preliminary Examinations**

- 3.16.2.1. 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.
- 3.16.2.2. 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.
- 3.16.2.3. 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.

3.16.2.4. 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.

3.16.2.5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

### **3.16.3. Technical Evaluation**

3.16.3.1. Pursuant to the 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.

3.16.3.2. Bank 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.

3.16.3.3. During Technical evaluation the Bank at its discretion can ask the bidders for the demonstration of all or some components/features and its components quoted by them. However, Bank will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration

### **3.16.4. Commercial Evaluation**

3.16.4.1. All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for Commercial evaluation.

3.16.4.2. Bidders who do not qualify the technical evaluation will not be invited for commercial evaluation.

3.16.4.3. The total cost of all the components [hardware and software to complete the solution] with five years warranty and buyback cost of two AIX servers would be considered for evaluation of commercial bids.

3.16.4.4. Bank will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the Lowest Commercial bid (L1) through commercial evaluation

3.16.4.5. Arithmetic errors correction:

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

3.16.4.5.1. 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.

3.16.4.5.2. 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.

3.16.4.5.3. 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. **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.

### 3.18. **Contacting the Bank**

3.18.1. 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.

3.18.2. 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.

### 3.19. **Award of Contract**

3.19.1. 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 for each category.

3.19.2. 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.

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### 3.20. **Blacklisting / Debarring**

The bidder merely by submitting the tender confirms that he has not been blacklisted / debarred by any Government department / agency, Reserve Bank of India, Nationalised Bank or any public sector unit or body.

## **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 so far as may be necessary for purposes of such performance.
- 4.2.2. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

### **4.3. Subcontracts**

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

### **4.4. Price**

- 4.4.1. Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs, back-to-back support/Warranty with OEM

during Warranty and insurance costs till the equipment is accepted.

- 4.4.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 4.4.3. Octroi, alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier. The original octroi paid receipt should be in the name of Bank.
- 4.4.4. The Bank will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI.
- 4.4.5. No other cost whatsoever will be paid by SIDBI.
- 4.4.6. Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.
- 4.4.7. Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.
- 4.4.8. The prices quoted shall be valid for a minimum period of Three Months from the last date for submission of offers.

#### 4.5. Terms of Payment

The standard payment terms of SIDBI are given below.

- 4.5.1. 90% after delivery and verification of items and on submission of delivery challan duly signed, stamped and dated by Bank representative.  
Bidder to submit original octroi paid receipt, if any while claiming 90% payment.
- 4.5.2. 10% after installation and complying with acceptance criteria. Bidder to submit installation and acceptance certificate duly signed by Bank's representative and submitting performance Bank Guarantee from a scheduled commercial bank equivalent to 10% of contract value, valid for a period of 60 MONTHS from the date of acceptance with invocation period of additional THREE months beyond expiry of warranty. The buyback servers also need to be removed before claiming the payment.
- 4.5.3. All the payments will be made by SIDBI, Mumbai.  
**Vendor will be required to furnish the documentary proof of delivery [delivery challan] and installation (installation report), acceptance (acceptance report) duly signed by SIDBI official, proof of back-to-back warranty arrangement certificate while claiming the payment.**
- 4.5.4. 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.
- 4.5.5. TDS, if any will be deducted while releasing the payment.

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

#### 4.6. Technical Information

[The Bidder should strictly quote for the Brand / Model complying with technical specifications given in **Annexure -III**]

4.6.1. 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.

4.6.2. 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 7 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.

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

4.6.4. 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 and commissioning of all the components of the solution at the sites of installation. Complete hardware and Software as specified in the tender must have been supplied, installed, commissioned and integrated properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.

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

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

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 is given below:

S.N	Nature of Activity	Remarks
1	Physical Delivery of the equipments [hardware/software etc.] as per the PO and Installation / configuration commissioning / integration.	<ul style="list-style-type: none"> <li>The vendor has to deliver and install the items mentioned in the PO at respective SIDBI locations.</li> <li>Carry out necessary configuration</li> </ul>
2	OS, Network Configuration and related issues	<ul style="list-style-type: none"> <li>The vendor will install and implement OS versions with recommended service Packs, patches, if required.</li> <li>Compatibility issues of sub-systems with OS, respective drivers, firmware, if required, are to be resolved by the vendor.</li> <li>Integration of external LTO tape drive with UNIX using SCSI/FC ports.</li> <li>Network and common TCP/IP configuration for redundant network cards have to be completed by the vendor.</li> <li>The vendor shall ensure the integration of the servers with present network setup of SIDBI.</li> </ul>

#### 4.8. Acceptance Certificate

On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after the Bank is satisfied with the working on the system, the acceptance certificate as per **Annexure -X** signed by the Bidder and the representative of the Bank will be issued.

The date on which such certificate is signed shall be deemed to be the date of acceptance of the system and the **WARRANTY** of the system starts from that date.

#### 4.9. Governing language

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

#### 4.10. Servers under buyback option

The servers under buyback will be sold by the Bank on "as is where is" basis and purchase price of these servers once accepted by the Bank can not be withdrawn by the vendor. It would be vendor's responsibility to collect the servers from SIDBI locations [Chennai and Mumbai]. SIDBI will not provide any transportation. Final payment will be made only after vendor picking up servers under buyback from both the locations, if there is no delay on part of SIDBI in releasing servers to vendor.

Brief specifications of servers under buyback are given in **Annexure –VIII**.

#### 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

The vendor/supplier has to provide Performance Security in the form of Initial Security Deposit and Performance Guarantee.

##### 4.12.1. Initial Security Deposit

4.12.1.1. Within 15 days of the award of Purchase Contract, the Supplier shall deposit 2% of the contracted value [including the amount of EMD] subject to a ceiling of Rs. 5.00 Lakh in the form of Demand Draft or Bank Guarantee of an equivalent amount from a scheduled Commercial Bank towards Initial Security Deposit.

4.12.1.2. The Initial Security Deposit will be refunded after Vendor/Supplier successfully executes the order in terms of delivery, installation and acceptance of the deliverables as stipulated in the Purchase Order.

##### 4.12.2. Performance Guarantee

4.12.2.1. The Vendor to furnish an unconditional Bank Guarantee of an amount equivalent to 10% of contract value and valid for **WARRANTY period (60 months) + 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 .

#### **4.13. 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 acceptance of hardware after 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
- 4.13.4.1. Initiate and pursue claim till settlement, and
  - 4.13.4.2. 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:
- 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;
  - 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.
  - 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.
- 4.14.2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 4.14.3. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, 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.
- 4.14.4. On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the

representative of the Bank.

#### 4.15. Warranty

4.15.1. **On-site comprehensive warranty:** The Warranty should **BACK-TO-BACK from OEM onsite and comprehensive in nature**. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc., for a period of FIVE years from the date of acceptance of the hardware and software. The details of warranty for the hardware/software is given below:

S.N.	Hardware	Warranty Period [in years]
1	HP UNIX Server	05
2	SAN Storage	05
3	SAN Switches	05
4	48GB RAM for existing HP Rx6600 server at Chennai	05

4.15.2. The vendor will provide support for hardware and software components during the warranty period. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.

4.15.3. In case of any issue with hardware / software supplied by the vendor, Bank would log call with the vendor (who has supplied the hardware/software), it is responsibility of bidder to take up with OEM and get the same resolved.

4.15.4. The bidder to provide all future software upgrades and patches for all components of the solution and install the same, if Bank desires during period of warranty free of cost.

4.15.5. 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.

4.15.6. 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.

Vendor's hardware engineer will report at SIDBI offices within **four hours** of reporting of breakdown through telephone/ email or Fax or courier at the vendor's nearest office and repair the same at the earliest.

4.15.7. **Performance Compliance Level during warranty:**

Stipulated performance compliance level for the supplied hardware would be 97% and CTR (Call-to-Resolution) time should not exceed 6 hours. Call will be deemed as call closure if a hardware or part thereof of similar or higher configuration is provided. The performance would be measured as under on monthly basis:

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

4.15.8. 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

- 4.15.9. 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.
- 4.15.10. During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems, free software subscriptions for all major and minor software releases for all components.
- 4.15.11. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.
- 4.15.12. 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.
- 4.15.13. The Bidder must provide the following warranties:
- 4.15.13.1. The equipment proposed is complete in every way.
- 4.15.13.2. The hardware / software specification, capabilities and performance characteristics are as stated in the Bidder's proposal and accompanying documentation
- 4.15.14. In case equipment 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.
- 4.15.15. If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Supplier shall replace the unit of component with another of the same performance and quality or higher, at no cost to the Bank.
- 4.15.16. Free on-site maintenance services shall be provided by the Supplier during the period of warranty.
- 4.15.17. 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.

#### 4.16. Repeat Order

The bank reserves the right to place repeat order upto 10% of the order value for optional items as per contracted rate during the period of warranty and AMC.

#### 4.17. Forfeiture of performance security

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

#### 4.18. **Penalty for Default Delivery**

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

In case the delay exceeds TEN weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise. If orders are cancelled due to non delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank.

#### 4.19. **Penalty for late Installation**

If the vendor fails to install the items within Three (3) weeks, Bank will impose a penalty of 1% of the order value for the late installed item for each week's delay or part thereof, subject to maximum of 5% of value of the late installed items.

#### 4.20. **Taken / Brought over of Company**

In the event of bidder or the concerned OEM is 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.

#### 4.21. **Termination**

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 and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- ◆ 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.

#### 4.22. **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.

#### 4.23. **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 herebefore 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

#### 4.24. 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.

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## 5. Annexures

**Pre-Qualification Criteria**  
[Minimum Eligibility Criteria]

S.N.	Minimum Eligibility Criteria	Bidder's response
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company [Government/PSU/Pub. Ltd / Pvt. Ltd / partnership / proprietary]	
4	Registration No. and date of registration. <b>Registration Certificate to be enclosed</b>	
5	Address of Registered Office with contact numbers [phone /fax/mail]	
6	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]	
7	PAN No.	
8	OEM or Authorised Partner <b>[If partner, partnership certificate to be enclosed]</b>	
9	<b>OEM Details</b>	
a	Name of OEM	
b	Address of OEM in India	
c	<b>Contact Details of OEM</b>	
d	Name	
e	Designation	
f	Mobile No.	
g	Fax No.	
h	Mail Id	
10	<b>Contact Details of Bidder's authorized representative to make commitments to SIDBI. (Power of Attorney to be submitted)</b>	
a	Name	
b	Designation	
c	Mobile No.	
d	Fax No.	
e	Mail Id	
11	No of Years of experience in computer hardware [servers, storage etc.] <b>Documentary evidence to be submitted by way of purchase order etc.</b>	
12	<b>Financials</b>	
	<b>Parameter</b>	<b>FY</b>
a	Annual Turnover	2007 - 2008
		2008 - 2009
		2009 - 2010
b	Cash Profit	2007 - 2008
		2008 - 2009
		2009 - 2010
c	Networth	2007 - 2008
		<b>Amount in lakh</b>

S.N.	Minimum Eligibility Criteria	Bidder's response	
		2008 - 2009	
		2009 - 2010	
d	<b>CA certificate to be submitted.</b>		
13	ISO 9000:2001 certification <b>Enclose certificate</b>		
14	OEM authorization for quoting their product. [Yes / No]. <b>MAF as per Annexure -VI to be enclosed</b>		
15	<b>Support</b>		
a	Availability of support center at Mumbai and Chennai [Yes / No]		
b	Location, Address and contact details of support center at Mumbai.	Location	<b>Mumbai</b>
		Address:	<b>Chennai</b>
		Contact Numbers:	
		Mail id:	
16	Detailed Call logging procedure to be attached. <b>Flow chart to be provided. Bidder to note Bank will log calls from central locations ie., Mumbai only.</b>		
17	<b>Details of Reference Sites [03 large institutions]</b>		
	<b>Reference Site</b>	<b>Customer Name and contact No.</b>	<b>No. of years equipment in use</b>
a	Reference Site-1		
b	Reference Site-2		
c	Reference Site-3		

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organization ...

Seal ...

<b>Note</b>	<ol style="list-style-type: none"> <li>1. Bidder response should be complete, Yes/No answer is not acceptable..</li> <li>2. Documentary proof, sealed and signed by authorized signatory, must be submitted</li> <li>3. 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.</li> <li>4. 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 taken necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.</li> <li>5. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.</li> </ol>
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**Minimum Eligibility Bid - Covering Letter**

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

Date:

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

Dear Sir,

**Purchase of HP UNIX Server and Related Hardware for  
Mumbai and Chennai Office**

RfP No: 400/2011/ /BYO/ISD dated February 25, 2011

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to supply, install, configure and integrate the hardware as specified in the Tender document number 400/2011/ /BYO/ISD dated 25/02/2011 and submit the following as per requirement.

1. Bid Price : We have enclosed a Demand Draft/ banker's cheque of the sum of ₹...../- (₹.... only) towards non-refundable bid price
2. EARNEST MONEY DEPOSIT (EMD): We have enclosed a Demand Draft / banker's cheque of the sum of ₹...../- (₹.... only) towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
3. Minimum Eligibility bid and Technical bid in one envelop and Commercial bid in separate envelope in prescribed formats.

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

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in Annexure-IV (List of deviation) in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

---

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal

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**Technical Bid**

**1. HP Unix Server**

S.N	Item	Technical Specification	Vendors Response
1	<b>Make</b>	<b>HP</b>	
2	<b>Model No.</b>	<b>Rx6600</b>	
3	CPU	<b>03 Nos.</b> Dual Core Itanium CPUs (9150M) @1.66 Ghz and scalable to 4 CPU in future.	
4	Cache	24MB L3 Cache with minimum 12MB On-Chip Cache per Processor Core	
5	<b>Memory</b>		
a	Type & Memory RAS	DDR2 Memory DIMM with parity protection. Also System should be capable to sustain Double Bit error on a DIMM.	
b	Capacity	64 GB DDR2 and upgradeability upto 192GB	
6	Disk	2 x 450 GB SAS HDD with 10K RPM configured in RAID 0+1	
7	Integrated I/O	2 x 10/100/1000 Mbps onboard Ethernet Ports	
8	CD ROM / DVD Drive	Internal DVD ROM Drive	
9	External Storage	2 x Single Port 8GB/s FC HBA to connect to SAN Switches.	
10	Power Supply	200-240 V, 47-53Hz, Indian Power Connectors. 1+1 Redundant Power Supplies.	
11	Operating System	HP UX 11i v3 Standard Utilities	
12	Housing	Rack Mounted System, with all rack accessories to be supplied.	
13	I/O Slots	Minimum 8 PCI-X / PCI-E I/O Slots	
14	External Ports	One Key Board, one Mouse, one High speed serial, minimum <b>two</b> USB 2.0, one remote management port, 1 x Dual Port SCSI HBA (for connectivity with existing external LTO Tape drive)	
15	<b>Minimum High availability Features</b>		
a	Error checking and correcting (ECC) on memory and caches		
b	Automatic deconfiguration of memory and processors		
16	<b>Virtualization Features</b>		
a	Policy based Workload management		
b	Soft Partitions,		
c	Support for High Availability Clustering Software between Physical Servers & Virtual/Logical partitions		
17	<b>System Administration Tool</b>		
a	Integrated Remote management for managing system resources		

S.N	Item	Technical Specification	Vendors Response
b		System should support Advanced iLO & with Virtual KVM & capable of Remote Read/Write Console Access	
18	<b>Warranty</b>	5 Years, 24 x 7 Comprehensive Support with 6HRS CTR	
19	<b>Support</b>	With 6 hours Call to Respond (CTR) commitment.	
20	<b>Installation</b>	Install, test and commission all equipment under above items, including all cabling and networking.	
21	<b>Others</b>	Universal country Kit	

## 2. HP SAN Storage

S.N	Technical Specifications		Vendors Response
1	<b>Make</b>	HP	
2	<b>Model No.</b>	EVA 4400	
3	<b>Architecture &amp; Processing Power</b>		
a	The storage array should support dual, redundant, hot-pluggable, active-active array controllers with RISC based processors for high performance and reliability.		
b	Storage Array shall have Real Time / Embedded Unix Operating system to avoid frequent Firmware upgrades and shall not be based on General purpose operating system.		
c	Storage Array shall have Switched Architecture for Disk drive connectivity.		
d	Controllers shall be true active-active so that a single Logical unit can be shared by both controllers at the same time.		
4	<b>Cache</b>		
a	Offered Storage Array shall be given with Minimum of 4GB cache in a single unit out of which at least 1GB shall be usable write cache.		
b	Cache shall be mirrored using dedicated PCI-express bus and shall not use Disk data path.		
c	Cache shall be dynamically managed for Read and Write operations.		
d	Shall have dynamic management of Cache block size.		
e	Cache shall not have any overhead for the operating system.		
5	<b>Disk Drive Support</b>		
	Offered Storage Array shall support 4Gbps dual-ported 146/ 300 / 400 / 450GB / 600GB/ 1TB hot-pluggable Enterprise FC hard drives, Minimum of 73GB SSD Drives along with S-ATA/F-ATA (1TB) drives in the same device shelf.		
6	<b>Capacity</b>		
	Total Twelve (12) SATA / FATA HDD each of 1 TB to give 6 TB usable capacity in Raid 5.		
7	<b>LUN Support</b>		
	Support for upto 1 GB to 32 TB LUN Size . Increments in 1 GB for LUN Size		

S.N	Technical Specifications	Vendors Response
8	<b>Host Ports &amp; Back-end Ports</b> Offered Storage shall have minimum of 4 host ports for connectivity to servers & minimum of 4 device ports for Disk shelf connectivity	
9	<b>Ports Bandwidth</b> Offered storage shall be end to end 4Gbps where each drive and drive shelf shall be connected through dual active-active paths.	
10	<b>Raid Support</b>	
a	Offered Storage Subsystem shall support Raid 0, 1, 1+0, 5 and Raid 6.	
b	Offered Storage subsystem controllers shall have capability to create a single volume of more than 24TB	
c	Storage subsystem shall support expansion of both Disk group and raid group dynamically at both storage and Host level as per defined policies.	
11	<b>Operating System &amp; Clustering Support</b>	
a	The storage array should support industry-leading Operating System platforms including: Windows Server 2003, 2008, Vmware, Sun Solaris, HP-UX, IBM-AIX and Linux (RedHat & Suse), Xen-Hypervisor.	
b	Offered Storage Shall support all above operating systems in Clustering.	
12	<b>Volume Expansion</b>	
a	Support for Online volume expansion and shrinking	
13	<b>Business Continuity</b> Support for Local ( Snapshot , Full Copy) and Remote Replication ( Async mode with Write History Logging to guarantee Consistency and Sync) capability . Should support replication with older generation EVA's	
14	<b>Firmware Upgrade support</b> Support for online firmware upgrade for both disk as well as controllers	
15	<b>Performance Management</b> Vendor shall also offer the performance management software for Storage Array.	
16	<b>Warranty</b> 5 Years, 24 x 7 Comprehensive Support with 6HRS CTR	
17	<b>Support</b> With 6 hours Call to Respond (CTR) commitment.	
18	<b>Installation</b> Installation, testing and commissioning	

### 3. HP SAN Switch

S.N.	Technical Specification	Vendors Response
1	<b>Make</b>	HP
2	<b>Model</b>	Storage Works
3	8 Port SAN Switch	
4	8 x 5 Mtrs FC Cable	
5	<b>Warranty</b> 5 Years, 24 x 7 Comprehensive Support with 6HRS CTR	
6	<b>Support</b>	





## Technical Bid Covering Letter

Date :

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

Dear Sir,

### **Purchase of HP UNIX and Related Hardware for Mumbai and Chennai Office**

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RfP document **[Insert RfP Number]** dated **[Insert Date]**. We are hereby submitting our Proposal, which includes Pre-qualification criteria / Minimum Eligibility Criteria, this Technical Proposal.

If contract discussions are held during the period of validity of the Technical proposal, i.e., before **[Insert Date]**, we undertake to contract with SIDBI, failing which our EMD may be forfeited. Our Technical Proposal is binding upon us and is subject to the modifications resulting from contract discussions.

We also enclose masked Commercial Bid.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

---

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

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**Annexure -VI**

**Commercial Bid**

S.N.	Item Description	Qty	Unit Price		Total
			Figures	Words	
<b>A</b>	<b>Cost of New Hardware</b>				
1	<b>HP UNIX SERVER</b>				
	HP Unix Server with five years warranty and specifications as per Annexure –II [1]	01			
2	<b>HP SAN STORAGE</b>				
	HP SAN Storage with five years warranty and specifications as per Annexure –II [2]	01			
3	<b>HP 8 PORT SAN SWITCHES</b>				
	HP SAN Switches [8 port] with five years warranty and specifications as per Annexure –II[3]	01			
4	Additional 48GB RAM for HP Unix Rx6600 Server for Chennai	01			
5	<b>Total Cost of New Hardware</b>				
<b>B</b>	<b>Buyback of IBM AIX servers</b>				
1	IBM AIX RISC – 7025 6F1 [POWER PC_RSG4-IV] at Mumbai	01			
2	IBM AIX RISC P615, Power 4 at Chennai	01			
3	<b>Total Cost of Buyback Items</b>				
	<b>Total Cost [A(5) + B(3)]</b>				

### Optional Cost

S.N.	Item Description	Qty	Cost Per Annum (Rs)
1	AMC of HP UNIX Server after expiry of Warranty	01	
2	HP SAN STORAGE	01	
3	HP 8 PORT SAN SWITCHES	01	

### 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.
- **L1 will be arrived based on total cost (A(5) + B(3))**
- Optional Cost will be used by Bank to enter into AMC after expiry of warranty period. Optional cost to be valid for a period of two years.
- Conditional commercial bids would be rejected

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

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## Annexure VII

### Manufacturer Authorisation Format

Ref:

Date:

To  
The Chief General Manager [Systems]  
Small Industries Development Bank of India  
MSME Development Center, 3<sup>rd</sup> 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.**

We ..... (*Name of the Manufacturer*), who are established and reputable manufacturer of ..... having our registered office at ..... do hereby authorize M/s ..... having its registered office at ..... (who is the bidder submitting its bid pursuant to the above 'Request for Proposal' issued by SIDBI) to bid, negotiate and conclude the contract with you for supply of product/equipment manufactured by us against the above RfP received from your Bank. We have duly authorized M/s.....

We hereby extend our support, guarantee and warranty as per terms and conditions of the RFP and the contract for the equipment/product and services offered for supply against this RFP by the above-mentioned Vendor, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services.

Yours Faithfully,

**<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 -VIII

### Details of Buyback Hardware

S.N.	Location	Qty.	Make	Model No.	Serial No.	Specifications
1	Mumbai	1	IBM	7025 6F1 [POWER PC_RSG4-IV]	108C79A	752 MHz, 2 CPU, 308GB HD, 2GB RAM
2	Chennai	1	IBM	P615, Power 4	650204A	1200 MHz, 2 CPU, 2 GB RAM, 286 GB HDD

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### Annexure -IX

### Installation Certificate Format

<to be submitted after completion of installation>

1	Vendor Name	
2	RfP No	
3	Purchase Order No and Date	
4	Invoice No. and date	
5	Description of equipment	
6	Serial No's of equipment	
7	Date of Delivery	
8	Installation Date	
9	Certificate	Equipment [as per ordered configuration] has been installed successfully.

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

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

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

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

**Annexure -X**

**Acceptance Certificate Format**

1	Vendor Name	
2	RfP No	
3	Purchase Order No and Date	
4	Invoice No. and date	
5	Description of equipment	
6	Serial No's of equipment	
7	Date of Delivery	
8	Installation Date	
9	Certificate	Equipment [as per ordered configuration] has been installed, configured and integrated with existing LAN/WAN. Further, all the systems are working satisfactorily for the past one week.  Warranty of all the systems commences from the date of signing the acceptance certificate.
Name of SIDBI official : _____		
Designation : _____		
Signature : _____		
Date : _____		
Seal :		

## Annexure –XI

### Power of Attorney

(To be executed on non-judicial stamp paper)

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_, 2011, 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. 400/2011/701/BYO/ISD dated 25.02.2011 for Purchase of HP UNIX Servers and Related Hardware for Mumbai and Chennai Office’ and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:

Signature of \_\_\_\_\_

\_\_\_\_\_  
Attested

## Annexure -XII

### Performance Guarantee Format

(Sample Format)

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

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

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

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

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

the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e \_\_\_\_\_, whichever is earlier.

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

5. The liability under this guarantee is restricted to Rupees \_\_\_\_\_/- only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 months from \_\_\_\_\_, i.e. on or before \_\_\_\_\_, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

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

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

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

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

In witness where of we ..... have set and subscribed our hand and seal this .....day of .....200 .

SIGNED, SEALED AND DELIVERED.

BY  
AT

IN THE PRESENCE OF

WITNESS

:

1)

Name .....

Signature.....

Designation.....

2)

Name .....

Signature.....

Designation.....