



Small Industries Development Bank of India

**Request for Proposal (RfP)
For
Purchase of Network Switches for various
SIDBI offices**

Tender No. : 400/2012/817/BYO/ISD dated October 28, 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

Price of the document: Nil

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1. Introduction and Disclaimers

1.1. Purpose of RfP

The purpose of RfP is to shortlist vendors for supply, installation and support of one Cisco Layer 3 switch at Chennai and Layer 2 switches at various locations/offices. Details of the network 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. 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, atopdar@sidbi.in, crprasad@sidbi.in
Telephone : +91 - 22 - 67531228 / 67531244/ 67531238
Fax : +91 - 22 - 67531236

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

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

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

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

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.

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 more than 100 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

SIDBI intends to procure 01 Cisco 3750X switch for its Chennai Office and 16 Cisco 2960TT-L switches and 02 Cisco 2960-24TC-L switches for various locations/offices. Detailed technical specifications of the network hardware given in [Annexure -III](#).

- 2.2.1. The purpose behind issuing this RfP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s) for the above purpose.
- 2.2.2. 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, installation and configuration of network hardware complying with the technical specifications given in [Annexure -III](#), along with accessories and necessary documentation at respective locations.
- 2.3.2. **Layer 3 Switch**
 - 2.3.2.1. Configuration of VLANs on the switch for separation of subnets existing at Chennai office.
 - 2.3.2.2. Integration of the switch with existing WAN and LAN at the location.
 - 2.3.2.3. **Warranty and Support**
 - 2.3.2.3.1. SMARTNET 24x7x4 support for three years. 24X7 TAC support. Supply and installation of Major and maintenance releases of Cisco IOS within same feature set as and when released by Cisco ie., software and firmware upgrades.
 - 2.3.2.3.2. Call to be attended within 2 hours from the time it is lodged.
 - 2.3.2.3.3. In case of failure of hardware to be replaced or substitute of equal or higher capacity to be provided within 4hours from the time call is lodged and hardware failure identified by the engineer.
 - 2.3.2.3.4. Warranty and support to be comprehensive and on-site.
 - 2.3.2.4. **AMC and Support**

- 2.3.2.4.1. 3 years 24X7X4 comprehensive on-site AMC and support from vendor.
- 2.3.2.4.2. Supply and installation of firmware and software upgrades free of cost as and when released by OEM.
- 2.3.2.4.3. Call to be attended within 2 hours from the time it is lodged.
- 2.3.2.4.4. In case of failure of hardware to be replaced or substitute of equal or higher capacity to be provided within 4hours from the time call is lodged.

2.3.3. Layer 2 Switches

- 2.3.3.1. Integration of switch with the LAN and WAN at respective locations/offices.

2.3.3.2. Warranty / AMC and Support

- 2.3.3.2.1. 3 years comprehensive on-site warranty.
- 2.3.3.2.2. 3 years comprehensive on-site AMC after expiry of warranty.
- 2.3.3.2.3. Supply and installation of firmware and software upgrades free of cost as and when released by OEM during warranty and AMC.
- 2.3.3.2.4. Call to be attended within 4 hours from the time it is lodged.
- 2.3.3.2.5. In case of failure of hardware to be replaced or substitute of equal or higher capacity to be provided within NBD from the time call is lodged.

- 2.3.4. Periodic preventive maintenance of switches, once in half year.
- 2.3.5. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.
- 2.3.6. The vendor to note that, the Bank reserves the right to modify/update the parameter files/configuration with required awareness of its consequences and any such modification/updation will be recorded for information of the selected bidder.
- 2.3.7. The System spare parts/services, as and when required, and complete maintenance of the Systems during warranty period and AMC (if contracted), shall be supported for a period not less than 7 years (Warranty, AMC and additional AMC of one more year) from the date of acceptance of the System by the Bank. The bidder shall submit an undertaking letter to this effect along with the bid; otherwise, the bid is liable for rejection.
- 2.3.8. Submission of relevant documents / reports, at respective locations.
- 2.3.9. 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 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 bids.
- 2.4.3. The bidders whose technical bids are found as qualified shall be short listed for commercial evaluation.
- 2.4.4. All bidders who qualify the technical evaluation shall be separately notified in writing (mail / letter) about the date and time of opening of commercials.

- 2.4.5. SIDBI would enter into contract with the bidder(s) whose commercial bids are determined as **Lowest Commercial Bid [L1]**.

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

- 2.5.1. The bidder should be a registered company incorporated in India, registered under Company act 1956. Copy of registration certificate to be enclosed.
- 2.5.2. The bidder should be Original Equipment Manufacturer [OEM] or authorized partner (GOLD, SILVER OR PREMIUM) of Cisco.
- 2.5.2.1. In case of authorized partner of Cisco, the bidder should enclose partnership certificate and should be valid. Further, Cisco should authorize the bidder to quote their product in the present RfP of SIDBI.
- 2.5.2.2. The bidder should submit Manufacturer Authorisation Form as per format given in Annexure.
- 2.5.3. The bidder should be in the business of supply, installation, configuration and maintenance and support of network hardware for **at least three [3] years** as on the date of this tender. Proof of same to be attached by way of purchase order etc. Bidder to note that tender issue date ie., /02/2011.
- 2.5.4. The bidder should have a minimum average annual turnover of Rs.3 crore over the last three (3) financial years. Bidder to note that only CA certificate to be enclosed.
- 2.5.5. The bidder should have positive networth and cash profit [ie., no cash loss] in 2 years out of last 3 years.

If audited figures for any FY are not available, provisional figures may be provided. Supporting the fact the bidder should furnish auditor's certificate for last three years ending March' 2011.

- 2.5.6. The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate. The bidder to enclose copies of the same.
- 2.5.7. The bidder should be ISO 9000:2001 certified company. The certification should be from any globally recognized institution. Copy of certificate to be enclosed.
- 2.5.8. The bidder **MUST HAVE DIRECT** support center at Chennai. Details of support center to be specified.
- 2.5.9. The bidder should have direct support or indirect support i.e. support through service partners at all the delivery locations. However, it would be vendor's responsibility to meet the desired level of performance as defined at subsequent sections in this document.

Bidders must submit a detailed support matrix as per Annexure – XIII.

Considering the after sales support services of utmost importance, 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 must have trained and certified engineers (CCNP) on staff to carry out installation, configuration, integration with existing LAN/WAN and providing support for Layer 3 switch at Chennai.
- 2.5.11. The bidder should have supplied and implemented Cisco switches in at least one customer location preferably BFSI/ Govt./PSU sector in India.
- 2.5.12. The bidder should have 24X7 call logging facility. Details of call logging procedure in the form of flow chart to be enclosed.

The bidder to submit documentary evidence for all the above points along with **Annexure – II** [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	Tender No.	400/2012/817/BYO/ISD Dated October 28, 2011			
2	Purpose of RfP	Purchase of Network Switches for Various SIDBI Offices			
3	Date of Issue of RfP	October 28, 2011			
4	Earnest Money Deposit [EMD]:	₹30,000/- [to be submitted in form of demand draft/pay order in favour of SIDBI payable at Mumbai along with Pre-qualification/ Technical bids]			
5	Date of Pre-bid meeting	November 09, 2011, 11:30am [clarifications to be forwarded at least two days prior to pre-bid meeting i.e., latest by November 08, 2011]			
6	Last date for submission of bids	November 17, 2011 at 3:30 pm			
7	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 – 400 051			
8	Bid Validity	Proposals shall remain valid 90 days from the date of submission of bids i.e., till February 17, 2012.			
9	Date of Opening of Pre-qualification Criteria [Minimum Eligibility Criteria] / Technical bid	November 17, 2011 at 4:00 pm			
10	Date of Opening of Commercial bid	To be announced at a later date after the technical evaluation is completed. Only technically short listed bidders shall be notified in writing or through mail.			
11	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			
12	Contact Details				
	Name	Designation	Phone	Fax	E-mail
	C R Prasad	AGM (Systems)	67531238	67531236	crprasad@sidbi.in
	Asish Topdar	DGM(Systems)	67531244		atopdar@sidbi.in

3. Instruction to Bidders

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

3.1. Clarification of Bids

- 3.1.1. The bidder or its official representative is invited to attend pre-bid meeting to be held on **November 09, 2011 at 11:30 hours** at the venue mentioned in Section 2.6 (11). It would be the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of the meeting.
- 3.1.2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted at least one day prior to the date of pre-bid meeting i.e. latest by **November 08, 2011, 1600 hours**.
- 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 latest by **November 10, 2011**. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to 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.
- 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

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

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

- 3.4.1.1. Bid Forwarding Letter as per **Annexure – I**.
- 3.4.1.2. 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**.
- 3.4.1.3. Statement of deviations, if any, as per **Annexure –IV**.

- 3.4.1.4. Masked Price Bid without indicating the price as per [Annexure –V](#) should be submitted.
 - 3.4.1.5. MAF as per [Annexure – VI](#).
 - 3.4.1.6. Undertaking of authenticity – [Annexure – VII](#)
 - 3.4.1.7. Service Support Details & Matrix – [Annexure –X](#).
 - 3.4.1.8. Power of Attorney for authorized signatory – [Annexure – XI](#).
 - 3.4.1.9. Bank Mandate Form – [Annexure –XII](#).
 - 3.4.1.10. DD/Pay Order of appropriate amount towards EMD as per category being responded to.
 - 3.4.1.11. Technical Bid as per. Any Pre-qualification-cum-Technical Bid containing price information will be rejected.
 - 3.4.1.12. Data sheets/printed literature of all the network hardware items being quoted.
- 3.4.2. **Documents comprising the Commercial Bid should be:**
- 3.4.2.1. Commercial bid as per [Annexure –V](#).

3.5. Signing, Sealing and Marking of Bids

3.5.1. 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:

- 3.5.1.1. **1st Envelope (Superscribing “Tender No 400/2012/ ... /BYO/ISD – Pre-qualification Bid”):**
 - a. DD/ Pay order towards EMD.
 - b. Bid Forwarding Letter.
 - c. Pre-qualification/ Minimum Eligibility Criteria Form.
 - d. Technical Bid.
 - e. Manufacturer’s Authorisation Form (MAF).
 - f. Statement of Deviations.
 - g. Masked (blank) Commercial Bid
 - h. Service support Details & Matrix
 - i. Power of Attorney
 - j. Bank Mandate Form
- 3.5.1.2. **2nd Envelope (Superscribing “Tender No 400/2012/... /BYO/ISD – Commercial Bid”):**
 - k. Commercial bid

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

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

The 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

3.5.4. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

3.6. Bid Currency

Bids should 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 amount of ₹30,000/-.

3.7.2. EMD should be in the form of Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai. 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 happening of any the following events:

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. **EMD of all bidders would be released through NEFT / RTGS. Hence all bidders are required to submit the Bank Mandate Form (given in Annexure -XII), duly filled and certified by their Banker. The form should be accompanied by cancelled cheque in original.**

3.7.7. Successful Bidder will be refunded the EMD amount only after acceptance of the hardware by SIDBI and submission of performance guarantee by the bidder.

3.7.8. The bid security may be forfeited:

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

3.7.8.2. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

3.7.8.3. In case of successful Bidder, if the Bidder fails to sign the contract or fails to 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 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.

3.8.3. 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

3.8.4. The Bidder shall install the goods and integrate with existing LAN/WAN

within THREE weeks from the date of delivery of the h/w at respective locations.

- 3.8.5. After completion of installation the bidder should obtain sign-off on the Installation-cum-Acceptance certificate as per [Annexure – VIII](#) from the Bank official at respective locations. SIDBI will carry out acceptance of hardware as per acceptance test plan.
- 3.8.6. Installation will be treated as incomplete in one/all of the following situations:
 - 3.8.6.1. Non-delivery of any hardware or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
 - 3.8.6.2. Non-delivery of supporting documentation.
 - 3.8.6.3. Delivery, but no installation of the components and/or software.
 - 3.8.6.4. System operational, but unsatisfactory to the Bank.
- 3.8.7. 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.
- 3.8.8. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- 3.8.9. 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
- 3.8.10. 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:

- 3.9.1. Location wise requirement of network hardware is given in [Annexure – IX](#).
- 3.9.2. The Bank reserves the right to alter the quantities specified in the offer in the event of changes in plans of the Bank. The same shall be advised at the time of placing the order with L1 vendor(s).
- 3.9.3. 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.

3.10. Delivery and Documents:

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

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

3.11. Period of Validity of Bids

- 3.11.1. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from date of closure of this RfP.
- 3.11.2. 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.

3.11.3. 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 specified address not later than **November 17, 2011, 1530hours**.

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. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.

3.15.3. The Bidder name and presence or absence of requisite EMD, RfP cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.

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

3.16. Evaluation Methodology

3.16.1. Clarification of bids

- 3.16.1.1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of 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.
- 3.16.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
- 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 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.
- 3.16.3.2. 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.

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

3.16.3.4. 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

3.16.3.5. Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation.

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 opening of commercials.

3.16.4.3. 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)**. L1 would be based on TCO for a period of 7 years.

3.16.5. Arithmetic errors correction

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

3.16.5.1. 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.

3.16.5.2. 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.

3.16.5.3. 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.

3.16.5.4. 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. No Commitment to Accept Lowest or Any Offer

3.17.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

3.17.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

3.17.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

3.18. 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.

3.19. Contacting the Bank

3.19.1. 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.

3.19.2. 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.

3.20. Award of Contract

3.20.1. The Bank will award the contract to the successful Bidder(s) of each category, 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.

3.20.2. 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:

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

4.2. Use of Contract Documents and Information

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

4.3. Subcontracts

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

4.4. Price

- 4.4.1. Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs, SMARTNET support for L3 switch for 3 years (during Warranty) and bidder support for Layer 2 switches throughout period of contract and layer 3 switch after warranty, insurance costs etc., till the bid validity period.
- 4.4.2. Once a contract price is arrived at, the same must remain firm and must not be

subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

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

4.5. Terms of Payment

The standard payment terms of SIDBI are given below:

- 4.5.1. 90% payment after delivery and verification of items and on submission of duly signed in delivery challans. The vendor has to claim octroi paid, if any along with 90% payment.
- 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 for a period of 36 MONTHS from the date of acceptance with invocation period of additional THREE months beyond expiry of warranty.
- 4.5.3. **All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT.**
Vendor to submit Bank Mandate Form (as per Annexure -XII) along with cancelled cheque in original with technical bid.
- 4.5.4. 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.
- 4.5.5. Vendor will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.
- 4.5.6. **Non-Readiness of Site for Installation**
In case the Installation/ATP of ordered hardware is pending in any location beyond three weeks from date of delivery on account of non-readiness of the site by the bank, relevant payment shall be released only against submission of Installation/ATP report duly certified by the bank's officials and bidder's representative mentioning that site not ready with reason in the report during their visit made by the bidder for installation/Acceptance and also submission of financial Bank Guarantee of value equivalent to the payment claim made along with an undertaking letter to complete the installation process as per Scope of Work mentioned in this RFP, as and when the sites become ready for installation/Acceptance. The bank shall communicate to the bidder whenever readiness of site/s for hardware installation the bidder shall make visit/s without any cost to the bank till the scope of work completed.
- 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 Rupee only.

4.6. Technical Information

- 4.6.1. The Bidder should strictly quote for the Brand/ Model complying with technical specifications given in **Annexure – III**.
- 4.6.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- 4.6.3. The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 6 years including warranty period and post warranty maintenance. 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 the bank to the bidder.
- 4.7.3. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of the respective hardware items.
- 4.7.4. The Bank 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.
- 4.7.5. Acceptance test criteria for all the 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, CDs/DVDs, manuals etc.
2	Configuration and Installation	The vendor will configure the h/w as per

S.N	Nature of activity	Remarks
		scope of work and integrate the same with existing LAN/WAN network.
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 1 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 which, SIDBI shall arrive at a common acceptance date(s) for the entire lot of h/w items. Accordingly, the warranty period of 3 years starting from the date of acceptance, shall be determined and conveyed to the vendor in writing.

4.9. Governing language

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

4.10. Applicable laws

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

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

4.11. Performance security

- 4.11.1. The successful bidder(s) shall provide Performance Security in the form of an

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

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

4.12. Insurance

4.12.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.

4.12.2. The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) valid till one month from the date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.

4.12.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier

4.12.4. Should any loss or damage occur, the Bidder shall

4.12.4.1. Initiate and pursue claim till settlement, and

4.12.4.2. Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

4.13. Inspections and tests

4.13.1. Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:

4.13.1.1. Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the Bank / Bank's Consultants / Testing Agency. The supplier should intimate the Bank before dispatch of goods to various locations/ offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.

4.13.1.2. Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.

4.13.1.3. In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.

4.13.2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.

4.13.3. The Supplier shall provide complete and legal documentation of Systems, all

subsystems, operating systems, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

- 4.13.4. On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the Bank.

4.14. Warranty

- 4.14.1. The Warranty shall be on-site, comprehensive, with SMARTNET support for Layer 3 switch and vendor support for Layer 2 switch for a period of 3 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.
- 4.14.2. 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.
- 4.14.3. 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.
- 4.14.4. Vendor's hardware engineer will report at SIDBI offices within '**TWO HOURS**' for Layer 3 switch and '**FOUR HOURS**' [**Call-to-Resolution**] for Layer 2 switches 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 '**FOUR HOURS**' for Layer 3 switch and '**SIX HOURS**' [**Call-to-Response**] of its reporting.
- 4.14.5. If a call is logged by 12:00 noon for Layer 2 switches, 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)'.
- 4.14.6. In case of Layer 3 switch, the Call-to-Response/Call-to-Resolution shall start from the time of reporting the call on SBD.
- 4.14.7. Performance Compliance Level during warranty: Stipulated performance compliance level for the supplied hardware would be 95%.
- 4.14.8. 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.
- 4.14.9. The performance would be measured as under on monthly basis:

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

- 4.14.10. 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

- 4.14.11. The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or the warranty period for the hardware will be extended accordingly.
- 4.14.12. During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.
- 4.14.13. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.
- 4.14.14. 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.
- 4.14.15. 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.
- 4.14.16. 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.
- 4.14.17. In case some equipment is declared by the vendor as beyond repairs, the vendor shall provide a replacement equipment of the same of higher configuration from the same OEM with prior approval of the bank.
- 4.14.18. Free on-site maintenance services shall be provided by the Supplier during the period of warranty.
- 4.14.19. 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.

4.15. Post Warranty Maintenance:

- 4.15.1. 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 3 years warranty period. However, the bank will be having right to go with any other vendor for AMC.
- 4.15.2. The hardware supplied should be maintained by the vendor for at least 4 years after the expiry of the warranty period.
- 4.15.3. The AMC charges for the h/w for 4th, 5th, 6th and 7th year shall not exceed the rates finalized at the time of purchase.
- 4.15.4. AMC should cover the total equipment along with IOS etc procured from the vendor with maintenance support by FAX, e-mail, telephone and on site support, if any required & minimum of 2 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.
- 4.15.5. Further provided that the Bank may, during the currency of the AMC, shift the goods wholly or in part to other location(s) within the Country and in such case

the Supplier undertakes to continue to provide AMC 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 for the same items at the contracted rate, up to the extent of 10% of the order value **within 180 days of placing the order.**

4.17.Change / Modification in Delivery Locations

Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations. The Bank in such cases shall bear the shifting charges/arrange shifting and the bidder shall shift the material to the alternate locations at mutually agreed price if bank request. The Warranty/AMC should be applicable to the altered locations also.

4.18.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.

4.19.Penalty for Default Delivery

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

4.20.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.

4.21.Termination

- 4.21.1.Prior to the delivery of the hardware items, the Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
- 4.21.2.The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - ◆ Failure of the successful bidder to accept the contract;
 - ◆ Delay in offering equipments for pre-delivery Inspection;
 - ◆ Delay in delivery beyond the specified period;
 - ◆ Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;

- ♦ Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and

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

4.22. 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

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

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

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.

5. Annexures:

- 5.1. Bid Forwarding Letter – [Annexure – I](#)
- 5.2. Pre-qualification/ Minimum Eligibility Criteria – [Annexure – II](#)
- 5.3. Technical Bid Format – [Annexure – III](#).
- 5.4. Statement of Deviations - [Annexure - IV](#)
- 5.5. Commercial Bid Format - [Annexure – V](#)
- 5.6. Manufacturer’s Authorisation Form - [Annexure - VI](#)
- 5.7. Installation-cum-acceptance Certificate - [Annexure - VII](#)
- 5.8. Format of Performance Bank Guarantee – [Annexure – VIII](#)
- 5.9. Service Support Details & Matrix – [Annexure – IX](#)
- 5.10. Power of Attorney – [Annexure - X](#)

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,

Purchase of Network Switches for Various Offices

We, the undersigned, offer to submit our bid in response and accordance with your **tender No. 400/2012/817/BYO/ISD dated October 28, 2011**. Having examined the tender document including all annexures carefully, we are hereby submitting our proposal along with all the requisite 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 agree to abide by this offer till 6 months from the date of last day for submission of offer (Bid). If our offer is accepted, we undertake to provide Service support for the hardware supplied as per the above referred RFP, during warranty as well as AMC period of 3 years if contracted. If required by SIDBI we will also provide AMC for 7th year as per contracted rate mentioned under optional items in commercial bid

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

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. Registration Certificate to be enclosed	
5	Address of Registered Office with contact numbers [phone /fax/mail]	
6	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]	
7	PAN No.	
8	OEM or Authorized Partner/dealer	
a	Type of Partnership	
b	Valid partnership certificate enclosed (Yes / No)	
9	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	
10	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	
11	No of Years of experience in supply, installation, configuration and maintenance of network hardware. Documentary evidence to be submitted by way of purchase order etc.	
12	Financials	
	Parameter	FY
a	Annual Turnover	2008 - 2009
		Amount in lakh

S.N.	Minimum Eligibility Criteria		Bidder's response
		2009 - 2010	
		2010 - 2011	
b	Cash Profit	2008 - 2009	
		2009 - 2010	
		2010 - 2011	
c	Net worth	2008 - 2009	
		2009 - 2010	
		2010 - 2011	
d	CA certificate submitted. (Yes / No)		
13	ISO 9000:2001 certification Enclose certificate		
14	OEM authorization for quoting their product. [Yes / No] MAF as per Annexure -VI to be enclosed		
15	Support		
a	Availability of DIRECT support centre at Chennai [Yes / No]		
b	Location, Address and contact details of support center at Chennai.		
c	Availability of direct or indirect support at other locations/offices. (Yes / No)		
d	Location, Address and contact details of support center at various locations/offices attached as per Annexure – X . [Yes / No]		
e	No of trained and Cisco certified engineers on staff.		
16	Centralised Call Logging Facility		
a	Availability of centralized call logging facility (Yes / No).		
b	Detailed call logging procedure in form of flow chart to be enclosed. (enclosed / not enclosed)		
17	Details of Reference Customer [at least 01 customers, preferably from BFSI/ Govt./PSU sector] during last two years.		
	Customer Name and contact No.	Brief details of the network hardware supplied	PO No and Date [attach PO with masked prices]
a			
b			

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

- Note**
1. *Bidder response should be complete, Yes/No answer is not acceptable..*
 2. *Documentary proof, sealed and signed by authorized signatory, must be submitted*
 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.*
 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.*
 5. *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

A. Cisco Catalyst 3750X Series Layer 3 Switch

(i) Technical Specifications

S. N	Part Code	Description	Qty.	Vendors Response
1	WS-C3750X-24T-S	Catalyst 3750X 24 Port Data IP Base	1	
2	S375XVK9TN-12253SE	CAT 3750X IOS UNIVERSAL NO MACSEC WITH WEB BASED DEV MGR	1	
3	C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1	
4	CAB-3KX-AC-IN	AC Power Cord for Catalyst 3K-X (India)	1	
5	C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	1	
6	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1	
7	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	1	
8	C3750X-24-IOS-S-E	C3750X-24 IP Base to IP Services factory IOS Upgrade	1	

(ii). Warranty / AMC and Support

{Vendor to specify part code wherever applicable}

S. N.	Description	Part Code	Qty	Vendor Response
A. Warranty and Support				
1	SMARTNET 24x7x4 Support for three years.		1	
2	24X7 TAC support			
3	Major and maintenance releases of Cisco IOS within same feature set as and when released by Cisco			
4	3 years comprehensive on-site support from vendor.			
5	Call to be attended within 2 hours from the time it is lodged.			
6	In case of failure of hardware to be replaced or substitute of equal or higher capacity to be provided within 4 hours from the time call is lodged.			
7	On-site support for configuration, integration etc., during warranty to be provided by the vendor.			
B. AMC and Support				
1	3 years 24X7X4 comprehensive on-site AMC / support from vendor.		1	
2	Call to be attended within 2			

S. N.	Description	Part Code	Qty	Vendor Response
	hours from the time it is lodged.			
3	In case of failure of hardware to be replaced or substitute of equal or higher capacity to be provided within 4hours from the time call is lodged.			
4	On-site support for configuration, integration etc., during warranty to be provided by the vendor.			

2. Cisco 2960 Switches

(i) Technical Specifications

S. N	Part Code	Description	Qty	Vendors Response
A. Cisco 2960-24 Port				
1	WS-C2960-24TT-L	Catalyst 2960 - 24 10/100 ports and 2 1000BT, IP LAN Base Image and rack mount kit.	16	
2	CAB-IND-10A	10A Power Cable for India	16	
B. Cisco 2960 -48 Port				
1	WS-C2960-48TC-L	Catalyst 2960 - 48 10/100 ports and 2 dual purpose uplink ports, IP LAN Base Image and rack mount kit.	2	
2	CAB-IND-10A	10A Power Cable for India	2	

(ii) Warranty / AMC and Support for all Cisco 2960 Switches

{Vendor to specify part code wherever applicable}

S. N.	Description	Part Code	Qty	Vendor Response
1	Warranty - 3 years 8X5 Comprehensive on-site.			
2	AMC - 3 years comprehensive on-site after expiry of warranty.			
3	Call to be attended within 4 hours from the time it is lodged.			
4	In case of failure of hardware to be replaced or substitute of equal or higher capacity to be provided within NBD from the time call is lodged.		18	
5	On-site support for configuration, integration etc., during warranty to be provided by the vendor.			

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 the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

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

Purchase of Network Hardware for SIDBI Offices - List of Deviations (Tender No. 400/2012/817/BYO/ISD dated October 28, 2011)			
S. N.	Point of reference in the tender	Pg. No	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

[Amt. in ₹]

S. N.	Item Description	Qty.	Unit Price, incl. of all taxes		Total, incl. of all taxes [C=AxB]
			Figures	Words	
			[A]	[B]	
A. Cisco Catalyst 3750X Switch					
1	Catalyst 3750X switch with three years 24X7X4 SMARTNET support.	01			
2	4 th Year AMC with 24X7X4 support from vendor.	01			
3	5 th Year AMC with 24X7X4 support from vendor.	01			
4	6 th Year AMC with 24X7X4 support from vendor.	01			
Total (A)					
B. Cisco Catalyst 2960-48TC-L Switches					
1	Catalyst 2960-48TC-L switches with three years warranty.	02			
2	4 th Year AMC with 8X5 support.	02			
3	5 th Year AMC with 8X5 support.	02			
4	6 th Year AMC with 8X5 support.	02			
Total (B)					
C. Cisco Catalyst 2960-24TT-L					
1	Catalyst 2960-24TT-L switches with three years warranty.	16			
2	4 th Year AMC with 8X5 support.	16			
3	5 th Year AMC with 8X5 support.	16			
4	6 th Year AMC with 8X5 support.	16			
Total (C)					
D. TCO for Six Years {Total(A) + Total(B) + Total(C) }					

Optional Cost (excluding service tax)

S.N	Description	Qty	Unit Cost in Rupees		Total C=AXB
			Figures	Words	
			A	B	
1	AMC for Cisco 3750X switch for 7 th year with 24X7X4 support and scope as specified in RfP.	01			
2	AMC for Cisco 2960-24TT-L switch for 7 th	16			



S.N	Description	Qty	Unit Cost in Rupees	Total
	year.			
3	AMC for Cisco 2960-24TC-L switch for 7 th year.	02		

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 S.N. D.
- Scope of AMC for 7th year would be same as for previous year AMC.
- Optional cost would be used for placing order for 7th year, if so desired by Bank.
- Octroi amount, if any, shall be reimbursed separately on the production of original receipt in the name of SIDBI. Vendor should claim the octroi reimbursement, if any, at the time of delivery payment i.e. 90%.

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Annexure VI

Manufacturer Authorisation Format

(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 No400/2012/817/BYO/ISD dated October 28, 2011**

We **<OEM Name>** having our registered office at **<OEM Address>** are an established and reputed manufacturer of **<hardware details>**.

We confirm that **<Bidder Name>** having its registered office at **<Bidder Address>** is our authorized partner/ re-seller/ dealer for our **<hardware details>**. We authorize them to quote for our equipments in the above mentioned RfP.

Further, we assure that we would extend full support to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipments during the warranty period as per RfP terms.

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

Installation-cum-Acceptance Certificate
(To be submitted for respective locations)

1	Vendor Name	
2	RfP No	400/2012/817/BYO/ISD dated October 28, 2011
3	Purchase Order No and Date	
5	Description of equipment	
7	Date of Delivery	
8	Installation Date	
6	Serial No's of equipment installed at this location.	
	Certificate	Equipment [as per ordered configuration] has been delivered and successfully installed & configured as per our requirements and all the systems are working satisfactorily for the past one week . Accordingly, the hardware may be accepted.

Name of SIDBI official : _____

Designation : _____

Signature : _____

Date : _____

Seal :

Annexure - VIII

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. 400/2012/817/BYO/ISD dated October 28, 2011**, 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 and also that it shall be sourced from the authorised source.

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

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

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

Authorised Signatory

Name

Designation

Place

Date

Annexure - IX

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 thisday of2011 .

SIGNED, SEALED AND DELIVERED.

BY
AT

IN THE PRESENCE OF

WITNESS

:

1)

Name
Signature.....
Designation.....

2)

Name
Signature.....
Designation.....

Annexure - X

Service Support Details & Matrix

[If bidder is participating for both the categories, combined details may be provided for all locations]

S N.	Location	Support location i.e. Local/ Remote	Whether the support available is (D)irect or (I)n-direct [D/I]	Complete address & contact person at the support center for call logging & escalation purposes. Besides address, providing contact person, phone no. & e-mail id is a must.		
				Level – 1 (call logging)	Level-2 (escalation)	Level-3 (escalation)
1	Chennai					
2	Mumbai					
3	Baroda					
4	Bhopal					
5	Bhubaneswar					
6	Coimbatore					
7	Faridabad					
8	Indore					
9	Rajkot					
10	Jamshedpur					
11	Kanpur					
12	Ludhiana					
13	Nagpur					
14	Tirupur					
15	Panaji					

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. 400/2012/817/BYO/ISD dated October 28, 2011** for the Supply, Installation and support of Network Hardware 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 – XII

बैंक अधिदेश फॉर्म /BANK MANDATE FORM

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

(कृपया सूचनाएँ सभ्य अक्षरों में भरें। जहाँ-कहीं-लगावू 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:

हितधिकारी 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.	(जिसी 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 एवाकूट तथा खाता संख्या सही है, आने बैंक का निरस्त किया हुआ चेक सन्न करे ()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 कू 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 दूंगा, ताकि **भारि.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 : _____

_____ 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 अक्षराक्षीय/वर्णाक्षीय कूट है, जो भारत में किसी बैंक-शाखा की अनन्य रूप से पहचान के लिए बनाया गया है। यह 11 अक्षरों का कूट है, जिसमें प्रथम 4 अक्षर बैंक के कूट को दर्शाते हैं, जबकि छववाँ अक्षर नियंत्रण अक्षर के रूप में आरक्षित है। वर्तमान में छववें स्थान पर 0 है (तथा शेष अक्षर शाखा की पहचान हैं। चेक पर अंकित एमआईसीआर कूट चुम्बकीय स्याही अक्षर पहचान (में 9 अक्षर होते हैं, जिनसे बैंक-शाखा की पहचान होती है। भारि.बैंक ने सभी बैंकों को सूचित किया है कि वे अपने ग्राहकों को जारी किए जाने वाले चेक पर आईएफएससी मुद्रित करवाएँ। 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.
