

**Revised**

**TENDER DOCUMENT**  
**FOR**  
**PURCHASE OF COMPUTER HARDWARE**  
**[300 DESKTOP PCs and 40 SCANNERS]**  
**WITH BUY BACK OF OLD PCs**  
**THROUGH REVERSE AUCTION**  
**FOR**  
**VARIOUS SIDBI OFFICES**



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

**Tender No.:** 400/2011/624/BYO/ISD

**Dated:** July 23, 2010

---

The information provided by the bidders in response to this Tender Document will become the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them.

*This document is prepared by SIDBI for purchase of PCs & Scanners through reverse auction. It should not be reused or copied or used either partially or fully in any form.*



## Section -1 Invitation for Bids [IFB]

1. Small Industries Development Bank of India (hereinafter referred to as Bank) is an all India Financial Institution catering to the financial needs of Micro, Small and Medium Enterprises. It has Head Office at Lucknow, MSME Development Center at Mumbai, Zonal Offices at Chennai, Kolkata, Lucknow, Mumbai and New Delhi, Regional Office at Guwahati and branches spread across various locations all over India. 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 around 100 locations/offices located all over India. Detailed information on the functions of the bank is provided on the website, [www.sidbi.in](http://www.sidbi.in).

2. a. In order to meet the hardware requirement at various Offices, It invites sealed bids from eligible bidders for the supply, installation and commissioning of computer hardware **[300 desktop PCs and 40 scanners]** along with operating system and other peripherals to its various branches/offices spread across the country, against buyback of existing P4 based desktop PCs which are more than 6 years old, in as is where is condition, located at various branches/offices. The number of old PCs available under buyback and new PCs required, at each location is given in Annexure VI.

**Bank reserves the right to place the order not beyond December 31, 2010, for additional requirement of maximum 100 PCs and 10scanners , if any, at the negotiated price.**

b. Tender methodology proposed to be adopted by SIDBI will be "TWO Bid System" i.e. Technical Bid and Commercial Bid with Technical bid containing pre-qualification also. SIDBI would enter into contract with the bidder who qualify the pre-qualification, technical bid and whose commercial bid, through reverse auction, is found to be Lowest Commercial Bid [L1].

### 3. Minimum Eligibility Criteria / Pre-qualification criteria

The Bidder:

a. should be Original Equipment Manufacturers (OEM) / Authorised Dealer (AUD)/Distributor of OEM.

Bidders quoting as Authorised Distributors/dealers of the manufacturer, will be considered provided:

I. The Bidder furnishes Authorisation from the Manufacturer in respect of Computer Hardware [Desktop PCs, & Scanners],

II. The Bidder as authorised agent, has supplied installed and commissioned computer hardware and peripherals of the kind required by the Bank and has provided after sales service satisfactorily and such computer hardware and peripherals must be in satisfactory operation for at least 2 years on the date of Bid opening and must be providing annual maintenance services for the above installations.



- b. should be a Registered Company.
- c. should be in existence in core Computer hardware sales and services business for the last five (5) years
- d. should have minimum average turnover or Rs.20 Crore per annum out of Indian Operations from the sale of computer hardware during the last three (3) years ending March/June 2010. In case of Bidder not himself the manufacturer, the turnover should be of its own and not that of the principal.
- e. should be a profit making company for at least 2 years out of last 3 years as evidenced from the CA Certificate / Balance sheets.
- f. should have direct support centers at the following 15 locations , capable of serving the locations under single contract:

S.N.	Location	S.N.	Location
1	Ahmedabad	11	Kochi
2	New Delhi	12	Pune
3	Bangalore	13	Lucknow
4	Baroda	14	Hyderabad
5	Bhopal	15	Mumbai
6	Bhubhaneshwar		
7	Chandigarh		
8	Chennai		
9	Jaipur		
10	Kolkata		

For other locations the support may be direct or Indirect through service partners or from nearby location. In case of support through service partners details of customers supported by the service partners to be attached.

- g. should have successfully delivered and installed at least 100 desktop PCs at multiple locations in single order or separate order for desktop PC during last 2 years.



#### 4. Schedule of events:

S.N.	Bid Reference	400/2010/ /BYO/ISD Dated July 23, 2010				
1	Purpose	Purchase of 300 Desktop PCs and 40scanners through reverse auction				
2	Cost of Tender	<b>Rs.500/-</b> (To be submitted as Demand Draft in favour of SIDBI, payable at Mumbai)				
3	EMD	<b>Rs. 2,00,000/-</b> (To be submitted as Demand Draft in favour of SIDBI, payable at Mumbai)				
4	No. Of Envelopes ( <b>Non window, sealed</b> ) to be submitted	<b>01 (One)</b> , containing: i. Forwarding letter as per <b>Annexure VIII</b> . ii. DD towards cost of tender. iii. DD towards EMD. iv. Technical Bids as per Annexure II,III,IV, V, VII & XI				
5	Last Date of Submission of Technical Bids	<b>August 20 , 2010 ; 16:30 hours</b>				
6	Venue, Date and time of opening of Bids, <b>except Commercial Bids.</b>	<b>At 17:00 hours, on August 20, 2010</b> , at the address given at Sr. no. 10				
7	Last Date for seeking clarifications, if any	<b>August 09, 2010</b>				
8	Date and time of Pre-bid meeting	<b>11:30 hours on August 11, 2010</b> , at the address given at Sr. no. 10				
9	Bid Validity upto	<b>December 31, 2010</b>				
10	Address for submission of Bids	The General Manager (Systems) SIDBI, 3rd Floor MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex,Bandra(East) <b>Mumbai - 400 051</b>				
11	Date and time of reverse auction	To be intimated in due course to technically short listed vendors only				
12		<b>Name</b>	<b>Designation</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
		Smt. N Uma	AGM (Systems)	67531319	67531236	numa@sidbi.in
		Shri C R Sadagopan	DGM(Systems)	67531271	67531236	sadagopan@sidbi.in



## Section -2 Instruction for Bidders

### 1 Introduction

The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection

of its bid and will be at the bidder's own risk.

### 2 Pre-bid meeting / Clarification of Bids

2.1 The bidder or its official representative ( not more than two members from a given bidder) are invited to attend pre-bid meeting to be held on **August 11, 2010 at 11:30 hours** at the venue mentioned in Section I (4). It is the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of opening of Bids.

2.2 Clarification sought by bidder should be in writing (Letter/E-mail/FAX etc) and submitted at least two days prior to the pre-bid meeting i.e. latest by **August 09, 2010**.

2.3 The text of the questions raised (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the website latest by **August 13, 2010. No individual clarifications will be sent to the bidders**. It is responsibility of bidder to check the website before final submission of bids.

2.4 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.

### 2.5 .Technical Bid

**a.** Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid

**b.** any deviations from the specifications should be clearly brought out in the bid

**c.** Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract

### 3 Amendment to the bidding document

3.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

3.2 All prospective Bidders that have received the Bidding Document from the Bank will be notified of the amendment in writing, by fax or E-mail and the said amendments will be binding on them. The amendment will also be posted on Banks website [www.sidbi.in](http://www.sidbi.in).



3.3 In case of bidders who have downloaded the bidding document from the website, 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.

3.4 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.

#### 4 **Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

#### 5 **Documents constituting the bid**

The Bidding document includes the following,

- |   |                 |
|---|-----------------|
| 1. Invitation to Bid                            | -Section I      |
| 2. Instruction for Bidders                      | -Section II     |
| 3. General Terms and Conditions                 | -Section III    |
| 4. Special Terms and Conditions                 | -Section IV     |
| 5. Reverse Auction / e-bidding Instructions     | -Section V      |
| 6. Technical Specification of Computer Hardware | -Annexure I     |
| 7. Pre-qualification / Technical Bid            | -Annexure II    |
| 8. Manufacturer Authorisation Form [MAF]        | -Annexure III   |
| 9. Bid Form                                     | -Annexure IV    |
| 10. Service Support Details                     | -Annexure V     |
| 11. Requirement /Delivery/Buyback Details       | -Annexure VI    |
| 12. Reverse Auction Process -Acceptance Letter  | -Annexure VII   |
| 13. Forwarding Letter                           | - Annexure VIII |
| 14. Proforma of Indemnity                       | - Annexure IX   |
| 15. Acceptance Criteria                         | - Annexure X    |



16. Undertaking of Authenticity for Desktops and Laptops -Annexure XI

**6. Earnest Money Deposit [EMD]**

6.1 Vendor is required to submit a Demand Draft of **Rs.2,00,000/-** (Rupees Two lakh Only) towards Earnest Money Deposit drawn in favour of "SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA [SIDBI]", payable at MUMBAI along with the Technical Proposal in order to be eligible for participation.

6.2 No interest shall be paid on EMD.

6.3 Unsuccessful bidder's EMD will be discharged/ returned without any interest within 2 weeks from the date of bid validity or upon receipt of signed contract or performance security from the successful bidder, whichever is earlier.

6.4 The successful bidder's EMD shall be refunded at the time for release of final payment, after submission of performance Bank guarantee for a sum equivalent to 10% of the order value.

6.5 The EMD will be forfeited

6.5.1 If a bidder withdraws his bid during the period of bid validity.

6.5.2 In case of successful bidder, if the bidder dishonors its bidding commitments.

**7 Period of validity of bids: Date till which the bids should be valid**

From the last date of submission of tender document i.e. **August 20, 2010** till **December 31, 2010** and shall be binding on the bidder, if Bank chooses to place the purchase order (PO) or repeat order(s), on or before that date. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

**8 Format and Signing of Bid**

8.1 The Bidder shall prepare and submit the original Bid, clearly marking "ORIGINAL BID FOR SUPPLY OF COMPUTER HARDWARE on Lease rental basis" on the top of the cover.

8.2 The Original 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. The person or persons signing the Bids shall initial all pages of the Bids, except for unamended printed literature.

8.3 Any interlineation's, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids.

**9 Sealing and Marking of Bids**

9.1 The Bidder shall seal the original Bid in separate NON-WINDOW envelop. The envelope should be super scribed with "Original Bid for Purchase of Computer Hardware [Desktop PCs & Scanners]".



9.2 If the bid form used is downloaded from the website, the envelope as well as the main formats should be additionally super scribed as "BID DOWNLOADED FROM THE BANK'S WEBSITE", in red ink besides affixing the Bidders Rubber stamp duly signed by the authorised signatory in each page/format, duly authenticating that no changes/correction whatsoever is made to the Bidding documents prescribed by the Bank.

9.3 The envelop 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],  
3rd Floor, MSME Development Center  
Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra(East)  
**Mumbai 400 051**

9.4 If the envelop is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

#### 10 Last date for submission of Bids

Last date for bid submission is : **August 20, 2010; 16:30 hours**

10.1 In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received upto the appointed time on the next working day.

10.2 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.

10.3 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.

10.4 Modification And/Or Withdrawal of Bids:

Bids once submitted will be treated, as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder. Bank has the right to reject any or all tenders 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.

#### 11 Documents Establishing Bidder's Eligibility and Qualification

11.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract.

11.2 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted shall be established to the Bank's satisfaction:

11.3 That the Bidder has the Financial, Technical and Production/Distribution/Service capability necessary to perform the contract;

11.4 That the Bidder meets the qualification criteria as required under Minimum Eligibility Criteria / and

11.5 That adequate, specialised hardware, related software expertise are already available to ensure that the support services are responsive and the Bidder will assume total responsibility for the



fault free operation of hardware, software and maintenance during the mandatory 3 year warranty period and provide necessary maintenance services for further period, if desired by the Bank after the end of warranty period.

## 12 **Bank's Right to Accept any Bid and to Reject any or All Bids**

12.1 The Bank may at its discretion evaluate the vendors for supply of items and services detailed above based on the qualitative aspects broadly in respect of one or more of the following parameters:

- Financial strength and market reputation
- Annual Turnover for last 3 consecutive years
- Profitability for last 2 years
- Spread of Network of service centers
- Supplies made to other Government Organisations and Public Sector Banks in the last 2 years.
- Quality and Promptness of service support
- Vendors ability to honor the commitments
- Bank's Own past experience

12.2 Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to placing of purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

## 13 **Evaluation of Bids**

### 13.1 Clarification of Bids

During evaluation of Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

### 13.2 Preliminary Examinations / Pre-qualification

13.2.1 In the first stage, Pre-qualification/Technical Bids will be opened in presence of a Technical Bids Opening Committee appointed for the purpose. 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.

13.2.2 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.

13.2.3 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.

13.2.4 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. 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 parameters.

13.2.5 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.

13.2.6 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.

**13.3 Post qualification**

**All the bidders who qualify in pre-qualification and Technical evaluation would be short listed for participation in reverse auction / e-bidding.**

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

13.4.1 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.

13.4.2 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.

13.4.3 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.

13.4.4 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 affect the relative ranking of any bidder.

13.4.5 The Bank at its discretion can ask the vendors for the demonstration of all or some components/features of the printers quoted by them. However, SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration.

**14 Contacting the Bank**

14.1 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.

14.2 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.

**15 Award of Contract**

15.1 The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid after reverse auction/e-bidding.

15.2 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.



\*\*\*\*\*



## Section -3

### General Terms and Conditions

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and may be changed to specific terms and conditions with necessary changes with each Purchase Order as and when applicable)

#### 1 Definitions

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

- a. "The Bank " means Small Industries Development Bank Of India (SIDBI);
- b. "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;
- c. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- d. "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;
- e. "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;
- f. "TCC" means the Terms and Conditions of Contract contained in this section;
- g. "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- h. "The Project Site" means various Head Office/Branches/Administrative offices of Small industries Development Bank of India.

#### 2 Use of Contract Documents and Information

- 2.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 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.

#### 3 Subcontracts

- 3.1 The Supplier shall not assign to others, in whole or in part, its obligation to perform under the contract, except with the Bank's prior written consent.
- 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.
- 3.3 Subcontracts / Franchisees must comply with the provisions of TCC.



#### 4 Delivery and Installation

- 4.1 The Bidder should deliver the goods within stipulated time as mentioned in Special terms and conditions from the date of Purchase Order.
- 4.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Lease Contract. The vendor should take responsibility of the Goods at 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. Vendor shall organise the Road Permits wherever required, any letter required for this will be given by the Bank.
- 4.3 The Bidder should install the goods within Three (3) weeks, from the date of delivery. If the vendor fails to install the items within Three (3) weeks, Bank will impose a penalty of 1% of the order value for the late installed item for each week's delay or part thereof, subject to maximum of 5% of value of the late installed items.
- 4.4 Installation will be treated as incomplete in one/all of the following situations:
- Non-delivery of any hardware or other components and software modules mentioned in the order
  - Non-delivery of supporting documentation
  - Delivery, but no installation of the components and/or software
  - ILL-integration
  - System operational, but unsatisfactory to the Bank
- 4.5 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.
- 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.
- 4.6 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 Special Terms and Conditions
- 4.7 Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.
- 4.8 The vendor shall integrate the hardware with the existing LAN/WAN infrastructure

#### 5 Delivery and Documents

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

- a. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- b. Manufacturer's / Supplier's warranty certificate;
- c. Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates.



## 6 Price

- 6.1 Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs and insurance costs till the equipment is accepted.
- 6.2 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.
- 6.3 The prices quoted shall be valid for a minimum period of up to December 31, 2010.
- 6.4 Octroi alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier.
- 6.5 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.
- 6.6 SIDBI will not provide 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.

## 7 Terms Of Payment

7.1 The standard payment terms of SIDBI are given below.

- 90% after delivery and verification of items at respective locations.
- 10% after complying with acceptance criteria, collection of undisposed PCs under buyback and after submitting performance Bank Guarantee from a scheduled commercial bank equivalent to 10% of contract value, valid till THREE months after expiry of warranty from the date of acceptance along with invocation period of THREE months.

All the payments will be made by SIDBI, Mumbai.

Vendor will be required to furnish the documentary proof of delivery, installation and acceptance duly signed by SIDBI officials while claiming the payment.

- 7.2 Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.
- 7.3 The Bidder must accept the payment terms proposed by the Bank. The financial bid (reverse auction/e-bidding) 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.



- 7.4 All Payments will be made to the Bidder in Indian Rupee only. Payments may be through NEFT/RTGS also. Details regarding Bank account shall be provided in SIDBI's standard format.

## 8 Technical Information

- 8.1 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- 8.2 The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 4 years. 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.
- 8.3 When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
- 8.4 In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

## 9 Acceptance

- 9.1 The acceptance / performance test will be performed after completion of installation and commissioning of all the components of the solution at the sites of installation. Complete hardware and Software as specified in the tender must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option as per the acceptance criteria as defined in Annexure X. The acceptance will involve trouble-free operation for **seven consecutive days** at site. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
- 9.2 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.
- 9.3 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
- 9.4 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.

## 10 Acceptance Certificate

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

## 11 Governing language



11.1 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.

11.2 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.

## 12 Applicable laws

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

12.2 Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this 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 there from.

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

## 13 Performance security

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

### 13.1 Initial Security Deposit

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

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

### 13.2 Performance Guarantee

The selected Bidder will be required to provide a 10% margin of the contract value as Performance Guarantee, in the form of bank guarantee from a scheduled commercial bank. The performance guarantee should be valid till at least three months period beyond the expiry of the contract period and for another 3 months for SIDBI to claim the amount from guarantor bank..



#### 14 Insurance

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

14.2 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 for a period not less than 3 months after date of delivery. If the vendor fails to obtain insurance cover and any kind of loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.

14.3 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

14.4 Should any loss or damage occur, the Bidder shall

- a. initiate and pursue claim till settlement, and
- b. Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

#### 15 Inspections and tests

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

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

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

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

15.2 The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the vendor.

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

15.4 The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed



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

15.5 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.

**16 Warranty :**

16.1 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.

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.

16.2 On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature. The vendor will warrant all the hardware (including battery of laptop) and software against defects arising out of faulty design, materials and media workmanship etc. for a period of Three years from the date of acceptance of the hardware. The vendor will provide support for Operating Systems and other pre-installed software components during the warranty period of the hardware on which these software & operating system will be installed. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport. Vendor's hardware engineer will report at SIDBI offices within two hours of reporting of breakdown through telephone/ email or Fax or courier at the vendor's nearest office and repair the same at the earliest.

16.3 **SLA:** The downtime of a machine at any location should not exceed 5% in a month. The monthly downtime percent of a machine should be calculated as under :

(Unavailable hours due to breakdown - PM hours)

$$\text{Downtime \%} = \frac{\text{-----}}{\text{(Available Hours)}} \times 100$$

Available hours = No. of working days X 8

If the downtime percentage exceeds 5% in a month, against the lease rentals proportionate amount for all such breakdowns during the lease period, may be claimed/ adjusted while releasing the Performance Bank Guarantee or the warranty period for the hardware will be extended accordingly. If claimed, the vendor has to pay the penalty amount as directed in the claim letter.

If the downtime percentage exceeds 5% in a month, penalty will be charged for shortfall and amount of penalty will be calculated quarterly as per the table given below, subject to max. 10% of cost of Hardware.

Shortfall in SLA target/Compliance by	Penalty (%)
<= 1%	1
> 1% and <= 3 %	3
> 3% and <= 5 %	5
> 5% and <= 6 %	6
> 6% and <= 8 %	8
> 8% and <= 10 %	10

16.4 During the Contract period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.



16.5 The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this Contract.

16.6 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.

Item Description	Resolution Time	Compliance Level	Caculation Window
PC	Same Business Day if calls logged by 12 noon otherwise NBD (Next Business Day)	95%	Monthly
Scanner	2 Business days	95%	

Note : Standby of similar or higher configuration will be deemed as call closure

16.7 The Bidder must provide the following warranties:

- (a) The equipment proposed is complete in every way.
- (b) The hardware / software specification, capabilities and performance characteristics are as stated in the Bidder's proposal and accompanying documentation

16.8 In case an equipment, peripheral or components (such as CPU, SMPS , Circuit Boards, monitors, etc.) are taken away for repairs, the vendor shall provide a 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.

16.9 If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the Bank.

16.10 Free **on-site maintenance** services shall be provided by the Supplier during the period of warranty..

16.11 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.

## 17. 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.

## 18. Force majeure

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

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by



the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

#### **19. Buy back**

The PCs under buyback will be sold by the Bank on “**as is where is**” basis and purchase price of these PCs once accepted by the Bank cannot be withdrawn by the vendor. The vendor should offer these PCs first to SIDBI employees at respective locations at the buyback price offered by the vendor during reverse auction. In case the vendor is not able to dispose off all the PCs to SIDBI employees at a particular location, it would be vendor’s responsibility to collect the remaining PCs from that location. SIDBI will not provide any transportation. The employees whoever gets the PCs would be paying directly to the vendor for which SIDBI will not take any responsibility.

#### **20. Additional Order**

Bank reserves the right to place the order not beyond December 31, 2010, for additional requirement of maximum of 100 PCs and 10 Scanners, if any, at the negotiated price.

#### **21. Forfeiture of performance security**

The bid security [EMD] may be forfeited:

if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;

Or

in case of the successful Bidder, if the Bidder fails to accept the order / sign the Contract Or furnish Performance Guarantee.

The Bank shall be at liberty to set off/adjust the proceeds of the performance security 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.

#### **22. Penalty for Default Delivery**

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

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

#### **23. Termination**

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

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

- Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;



- Delay in offering equipments for pre-delivery Inspection;
  - Delay in delivery beyond the specified period;
  - Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
  - Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and
- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

**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.

\*\*\*\*\*



## **Section -4**

### **Special Terms and Conditions**

#### **1. Cost Details**

The price should include all levies/ taxes like Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, support service during warranty etc. Item wise breakup of all applicable taxes must be mentioned in the Invoice.

Octroi, if applicable, will be reimbursed extra at actuals, on production of original receipt which should be in the name of Bank.

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.

#### **2. Terms of Delivery**

All items should be delivered within Four weeks from the date of purchase order at Bank location/office given in **Annexure VI** except for the following locations: Agarthala, Aizawl, Dimapur, Gangtok, Guwahati, Imphal, Itanagar, Shillong, where the items should be delivered within Six weeks from the date of purchase order.

Vendor will have to verify all the items within one week from the date of delivery in the presence of Bank officials at respective location/offices.

#### **3. Warranty**

The vendor to provide **comprehensive on-site warranty of THREE YEARS** from the date of acceptance.

#### **4. Buyback of old Desktop PCs and Laptops**

The PCs under buyback are being sold by the Bank on “**as is where is**” basis. The vendor should offer these PCs first to Bank employees. In case the vendor is not able to dispose off all the PCs to the Bank employees at a particular location, it would be vendor’s responsibility to collect the remaining PCs from that location. Bank will not provide any transportation. The employees whoever gets the old PC would be paying directly to the vendor for which Bank will not take any responsibility.

#### **5. Earnest Money Deposit**

Vendor is required to submit a Demand Draft of Rs.2,00,000/- (Rupees two Lakh Only) towards Earnest Money Deposit in favour of SIDBI, payable at Mumbai along with the Technical Proposal in order to be eligible for participation.

Unsuccessful bidder’s EMD will be discharged/returned without any interest within 2 weeks from the date of bid validity or upon receipt of signed contract OR performance security from the successful bidder, whichever is earlier.

For the contracted supplier the EMD shall be refunded at the time for release of final payment. **The EMD will be forfeited if any bidder dishonours its bidding commitments.**

#### **6. Procedure for Reverse Auctions/ Online Bidding**

**The short listed vendors should arrange for Digital Signature Certificate on their own for participation in reverse auction event.**



\*\*\*\*\*

## Section -5 Reverse Auction / e-bidding Instruction

### 1. Introduction:

The General Rules and Regulations provided herein govern the conduct of online reverse auctions by **e-Procurement Technologies Pvt. Ltd** (hereafter referred to as abcprocure™) on the abcprocure™ platform. These rules cover the roles and responsibilities of the parties involved in the online reverse auctions. **Acceptance in-toto to these General Rules and Regulations is a pre-requisite for securing participation in the online reverse auction for this particular event, on the abcprocure™ platform.**

The key terms pertaining to the online reverse auctions are provided in the RFQ. Prospective bidders are advised to read through the same.

### 2. Role of abcprocure™:

abcprocure™ is the contracted agency currently providing the platform for conducting the reverse auction for procurement undertaken by SIDBI. As the agency providing the auction engine, the role of abcprocure™ would include:

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

### 3. Role of the Bidder:

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

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



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

#### **4. Bidding Rules :**

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

- ✓ Definition of the unit of bidding.
- ✓ Start Time and duration of the reverse auction.
- ✓ Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration
- ✓ Reserve Price (if specified).
- ✓ Minimum & Maximum Bidding Quantity (if specified).
- ✓ Price Decrements and any reduction in the price decrements in the auction in the event of inactivity.
- ✓ Other attributes (informational/non-negotiable in nature).
- ✓ Definition of the underlying supply contract (qty, delivery schedule, freight, insurance & local levies) etc.

Participation in the auction process presumes complete awareness and understanding of the bidding rules.

#### **5. Conduct of the Reverse Auction**

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

- ✓ The number of confirmed bidders is deemed insufficient to conduct the reverse auction
- ✓ Some of the confirmed bidders are unable to access the module due to infrastructural problems such as sustained power failure or telecommunication breakdown.
- ✓ There are no bids accepted which are equal to or below any reserve price.



The duration of the auction may also vary from the pre-specified period of time on account of termination of the auction:

- a. on the advice of SIDBI or
- b. on its own accord in case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and/or the integrity of the auction process.

## 6. Procedure for Reverse Auctions/ Online Bidding

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

## 7. Problems during the conduct of the Reverse Auction:

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

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

Such intervention may even happen without seeking prior concurrence of the client.

In such an event SIDBI may permit bidding through a combination of online and offline means (offline means including phone/fax/email). However, abcprocure™ would not be responsible for any errors in transmission or entry of the information received in the offline medium.

## 8. Liability of abcprocure™:

abcprocure™ shall not be liable to the SIDBI/ bidders in the auction or any other person/s for:

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

## 9. Confidentiality Clause:

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

## 10. Jurisdiction:

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Ahmedabad courts only to the exclusion of any other court.



**11. Right of the SIDBI:**

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

**12. Contact Details:**

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

*Written Acceptance in-toto to the above-mentioned Terms & Conditions of SIDBI AND the General Rules and Regulations of abcprocure™ is a pre-requisite for securing participation in the online reverse auction in the above mentioned items conducted by abcprocure™ on behalf of SIDBI.*

\*\*\*\*\*

## Annexure I

## Technical Specification of Computer Hardware

**A. Desktop PCs;**

S.N.	Components	Specification
1	PROCESSOR	Intel Core 2 Duo Processor E7500 (2.93GHz, 1066 MHz FSB)
2	CACHE	3MB L2 Cache
3	MEMORY	3GB DDR3 @1066 Mhz upgradable to 4 GB with min.2 slot .
4	CHIP SET	Intel G41 or higher
5	PCI SLOTS	2PCI Slots, 1 PCI Express X 1/ 1 PCI Express X 16
6	MOTHER BOARD	OEM / Intel
7	MONITOR	18.5" TFT colour WIDE, Active Matrix, Resolution: 1366x768, Energy Star Compliant with two inbuilt speakers at the front [ in case the vendor provides speakers on monitor]
8	DISPLAY CONTROLLER	Integrated Intel graphics Media Accelerator
9	HARD DISK	160 GB or higher SATA HDD @7200rpm with SMART technology
10	DVD ROM	DVD-ROM drive
11	PORTS	1 Keyboard, 1 Monitor, 1 Mouse, 1 Serial, 1 Parallel(may be provided through converters) , 4 USB 2.0 (2 Front accessible)
12	MOUSE	Two button optical scroll mouse with mouse pad
13	KEY BOARD	Standard 107 key Mechanical Keyboard
14	CABINET	Tower Model (Micro ATX cabinet)
15	ETHERNET CARD	Integrated 10/100/1000 Mbps Ethernet card with RJ45 Jack
16	AUDIO	Integrated Intel High definition Audio system with two speakers inbuilt with TFT monitor OR speakers inbuilt in the CPU.
17	JACKS	Jacks for Microphone/mike/speaker/ Headphone connectivity
18	OPERATING SYSTEM	Windows 7 business, preloaded with Recovery CD.
19	ISO CERTIFICATION	The System(s) should be from OEM having ISO 9001 & ISO 14001 Certification.
20	CERTIFICATIONS FOR WINDOWS 7 / PRELOAD	The desktop model should be Microsoft Certified for running Windows 7 business .
21	DMI CERTIFICATION	The desktop model quoted should have certification for DMI



### **B. Technical Specifications - Scanner [for smaller Offices]:**

S.N.	PARTICULARS	MIN.SPECIFICATIONS
1	Preview speed	< 8.5 secs
2	Scan resolution	4800 dpi
3	OS Compatibility	Windows 7, 2000, XP, ME
4	Connectivity	Hi-speed USB (compatible with USB 2.0)
5	Others	6-color 96-bit scanning
		Book, 3-D object scanner
		TMA to scan slides and negatives
		Maximum Power consumption of 25 watts
		Photosmart software

### **C. Technical Specifications - Scanner [for HO/ZO/Bigger Offices]:**

S.N.	PARTICULARS	MIN.SPECIFICATIONS
1	Preview speed	< 7.0 secs
2	Scan resolution	2400 dpi
3	OS Compatibility	Windows 7, 2000, XP, ME
4	Connectivity	Hi-speed USB (compatible with USB 2.0)
5	Others	50 sheet DADF, Scan & E-mail
		Book, 3-D object scanner
		TMA to scan slides and negatives
		Maximum Power consumption of 36 watts
		Integrated OCR, TWAIN, New Soft Presto Page Manager 7, Photo and imaging software

\*\*\*\*\*



## Annexure II

## Pre-Qualification / Technical Bid

[all fields to be filled in duly and proof of the same to be attached separately]

## A . Pre-qualification Bid

	Name of the Bidder			
	Address of the Bidder			
	Telephone	Fax	e-mail	website
Name of the Principal				
Address of the Principal				
Telephone:		Fax:	e-mail:	website:
<b>1 Contact Details of the Person authorised to make commitments to SIDBI</b>				
	Name			
	Designation			
	Mobile No.			
	FAX No.			
	E-mail id			
<b>2 Classification</b>				
[Tick the appropriate box and attach MAF form as per format given in Annexure III]				
	OEM			
	AUD			
	Others, pl specify			
	If, AUD or Others, specify the Name and address of OEM			
<b>3 Company Details</b> [Registration certificate to be enclosed]				
	Type of Company [Govt/PSU/Pub.Ltd/Pvt ltd/ Partnership / Proprietary.]			
	Registration No., and date of registration			
	Year of Incorporation / Establishment			
	Sales Tax Number [copy to be enclosed]			
	Income Tax Number [copy to be enclosed]			
<b>4 Financials</b> [fill in the details and attach proof of the same]				
	Turnover [in lakh]			
	2009-2010			
	2008-2009			
	2007-2008			



	Profit before tax [in lakh]					
	2009-2010					
	2008-2009					
	2007-2008					
5	<b>Service Support</b> [Refer to Annexure V]					
	Information to be provided strictly as per the format given in Annexure V					
6	<b>References</b> [ to attach proof] Names of two or more buyers (with Names of contact persons, their designations, complete postal address, telephone, fax, telex and e-mail addresses, location of installation etc) to whom similar equipment are supplied installed and commissioned in the past 2 years and to whom reference may be made by the Bank regarding the Bidder's technical and delivery ability. Should include buyers to whom the bidder has supplied 100 desktop PCs in single order or separate order for desktop PCs.					
	<b>Name</b>	<b>Address and Contact Details</b>	<b>Hardware Supplied [Qty]</b>			<b>PO details</b>
			<b>Desktop</b>	<b>Scanner</b>	<b>Location where supplied</b>	<b>PO No and Date</b> [attach PO masking price]

Place :.....

Date :.....

**Signature with Seal**



## B. Technical Bid

### I. Desktop PC

SL NO	Components	Min.Specification	Vendors Response [Yes/No]	Deviation , if any
1	Make			
2	Model			
3	PROCESSOR	Intel Core 2 Duo Processor E7500 (2.93GHz, 1066 MHz FSB)		
4	CACHE	3MB L2 Cache		
5	MEMORY	3GB DDR3 @1066 Mhz upgradable to 4 GB with min .2 slot .		
6	CHIP SET	Intel G41 or higher		
7	PCI SLOTS	2PCI Slots, 1 PCI Express X 1/ 1 PCI Express X 16		
8	MOTHER BOARD	OEM / Intel		
9	MONITOR	18.5" TFT colour WIDE, Active Matrix, Resolution: 1366x768, Energy Star Compliant with two inbuilt speakers at the front [ in case the vendor provides speakers on monitor]		
10	DISPLAY CONTROLLER	Integrated Intel graphics Media Accelerator		
11	HARD DISK	160 GB or higher SATA HDD @7200rpm with SMART technology		
12	DVD ROM	DVD-ROM drive		
13	PORTS	1 Keyboard, 1 Monitor, 1 Mouse, 1 Serial, 1 Parallel(may be provided through converters) , 4 USB 2.0 (2 Front accessible)		
14	MOUSE	Two button optical scroll mouse with mouse pad		
15	KEY BOARD	Standard 107 key Mechanical Keyboard		
16	CABINET	Tower Model (Micro ATX cabinet)		
17	ETHERNET CARD	Integrated 10/100/1000 Mbps Ethernet card with RJ45 Jack		
18	AUDIO	Integrated Intel High definition Audio system with two speakers inbuilt with TFT monitor OR speakers inbuilt in the CPU.		
19	JACKS	Jacks for Microphone/mike/speaker/ Headphone connectivity		
20	OPERATING SYSTEM	Windows 7 business, preloaded with Recovery CD.		
21	ISO CERTIFICATION	The System(s) should be from OEM having ISO 9001 & ISO 14001 Certification.		
22	CERTIFICATIONS FOR WINDOWS XP / PRELOAD	The desktop model should be Microsoft Certified for running Windows 7 business .		
23	DMI CERTIFICATION	The desktop model quoted should have certification for DMI		



## 2. Technical Specifications - Scanner [for smaller Offices]:

SL NO	PARTICULARS	MIN. SPECIFICATIONS	VENDORS RESPONSE [YES/NO]	DEVIATION IF ANY
1	Make / Model			
2	Preview speed	< 8.5 secs		
3	Scan resolution	4800 dpi		
4	OS Compatibility	Windows 7, 2000, XP		
5	Connectivity	Hi-speed USB (compatible with USB 2.0)		
6	Others	6-color 96-bit scanning		
		Book, 3-D object scanner		
		TMA to scan slides and negatives		
		Maximum Power consumption of 25 watts		
		Photosmart software		

## 3. Technical Specifications - Scanner [for HO/ZO/Bigger Offices]:

SL NO	PARTICULARS	MIN. SPECIFICATIONS	VENDORS RESPONSE	DEVIATION IF ANY
1	Make /Model			
2	Preview speed	< 7.0 secs		
3	Scan resolution	2400 dpi		
4	OS Compatibility	Windows 7, 2000, XP		
5	Connectivity	Hi-speed USB (compatible with USB 2.0)		
6	Others	50 sheet DADF, Scan & E-mail		
		Book, 3-D object scanner		
		TMA to scan slides and negatives		
		Maximum Power consumption of 36 watts		
		Integrated OCR, TWAIN, New Soft Presto Page Manager 7, Photo and imaging software		

Place : .....

Date : .....

**Signature with Seal**



**Note** :Technical bid will be evaluated only for bidders who qualify the pre-qualification criteria [Annexure II (a)]





**Annexure IV**

**BID FORM**

[To be submitted on the letter head of the bidder along with Technical Bid]

Ref. No.

Date:

To,

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

Dear Sir,

**Sub: RfP Dated  
for supply of Computer Hardware**

We, the undersigned, offer to supply and deliver equipments and services including installation and commissioning of desktop PCs & Scanners in conformity with the tender.

We shall participate in the on-line auction conducted by abcprocure™ and submit our commercial bid. We shall abide by the business rules prescribed for online auction.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Tender.

If our bid is accepted, we will provide Bank guarantee in your favour for a sum equivalent to 10% of the contract price or Rs.5.00 lakh whichever is lower for the due performance of the contract in the format prescribed by the purchaser.

We agree to abide by this bid for the period 90 days from the last date of submission of tender document till December 31, 2010, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with Bank's written acceptance thereof and bank's notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We agree that the Bank will have Single Point of Contact with us, at the address stated below for the entire goods and services to be delivered by us in case our bid is accepted.

Address of Bidder for Single Point of Contact .....

.....  
we understand that the bank is not bound to accept the lowest of any bid the bank may receive.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
(Signature In the Capacity of)  
Duly Authorised to sign bid for and on behalf of



(Name & Address of Bidder \_\_\_\_\_).



## Annexure V

## Service Support Details

S.N.	Location	Whether local support available at the location [Yes or No]	In respect of Column 3, if response is "NO", specify location from which support extended.	Service Support OWN or through Franchise	Address and Telephone No [for response specified in column 5]
1	2	3	4	5	6
1	MUMBAI				
2	AHMEDABAD				
3	AHMEDNAGAR				
4	ANDHERI				
5	ANKLESHWAR				
6	AURANGABAD				
7	BARODA				
8	CHENCHWAD				
9	GANDHIDHAM				
10	JAMNAGAR				
11	KOLHAPUR				
12	NAGPUR				
13	NARIMAN POINT				
14	NASIK				
15	PANAJI				
16	PUNE				
17	RAJKOT				
18	SURAT				
19	THANE				
20	VAPI				
21	VATVA				
22	WALUJ				
23	NEW DELHI				
24	ALWAR				
25	BADDI				
26	CHANDIGARH				
27	FARIDABAD				
28	GHAZIABAD				



S.N.	Location	Whether local support available at the location [Yes or No]	In respect of Column 3, if response is "NO", specify location from which support extended.	Service Support OWN or through Franchise	Address and Telephone No [for response specified in column 5]
1	2	3	4	5	6
29	GREATER NOIDA				
30	GURGAON				
31	JAIPUR				
32	JALANDAR				
33	JAMMU				
34	JANAKPURI				
35	JODHPUR				
36	KISHANGARH				
37	KUNDLI				
38	LUDHIANA				
39	NOIDA				
40	OKHLA				
41	SHIMLA				
42	UDAIPUR				
43	KOLKATA				
44	BHUBANESWAR				
45	DHANBAD				
46	DURGAPUR				
47	JAMSHEDPUR				
48	PATNA				
49	RANCHI				
50	ROURKELA				
51	KHARAGPUR				
52	GUWAHATI				
53	AGARTALA				
54	AIZWAL				
55	DIMAPUR				
56	GANGTOK				
57	IMPHAL				
58	ITANAGAR				



S.N.	Location	Whether local support available at the location [Yes or No]	In respect of Column 3, if response is "NO", specify location from which support extended.	Service Support OWN or through Franchise	Address and Telephone No [for response specified in column 5]
1	2	3	4	5	6
59	SHILLONG				
60	CHENNAI				
61	AMBATTUR				
62	BALANAGAR				
63	BANGALORE				
64	BELGAUM				
65	BELLARY				
66	COIMBATORE				
67	ERODE				
68	HOSUR				
69	HUBLI				
70	HYDERABAD				
71	KOCHI				
72	KOZIKODE				
73	MADURAI				
74	MANGALORE				
75	NELLORE				
76	PEENEYA				
77	PONDICHERRY				
78	RAJAHMUNDRY				
79	TIRUPUR				
80	TRICHY				
81	VIJAYAWADA				
82	VISAKAPATNAM				
83	LUCKNOW				
84	AGRA				
85	ALIGARH				
86	BARELI				
87	BHOPAL				
88	BILASPUR				



S.N.	Location	Whether local support available at the location [Yes or No]	In respect of Column 3, if response is "NO", specify location from which support extended.	Service Support OWN or through Franchise	Address and Telephone No [for response specified in column 5]
1	2	3	4	5	6
89	DEHRADUN				
90	INDORE				
91	KANPUR				
92	RAIPUR				
93	ROORKEE				
94	RUDRAPUR				
95	VARANASI				
96	KHARAGPUR				
97	MYSORE				

## Annexure VI

## Requirement / Delivery / Buyback Details

S.N	Location	Buyback Details				Requirement		
		HCL Pro & Infiniti Pro BL[PIV 128 /256MB]	IBM A30/ Netvista 256MB	HCL StrataZ / VECTRA 128MB	PCS P4@ 2.4 GHz 256MB	Desktop PCs	Scanners	
							High end	Low End
1	AGARTHALA	1				1		
2	AHMEDABAD				6	6	1	
3	AIZAWL	1				1		
4	ALIGARH				1			
5	ANDHERI	1				1		1
6	AMBATUR							1
7	AURANGABAD	2				3		1
8	BANGALORE				2	4	1	
9	BARODA				3	3		1
10	BHOPAL	2			3	4	1	
11	BHUBANESWAR	3			1	4	1	
12	BOMBAY	73	7		19	99	5	
13	MMRBO-BOMBAY						1	
14	CHENNAI		1		5	12	1	
15	CHINCHWAD				1	1		
16	CHANDIGARH	1			5	5	1	
17	COCHIN	6			6	6	1	
18	COIMBATORE	3			1	3		
19	DEHRADUN	1			1	1		1
20	DIMAPUR	1				1		
21	FARIDABAD				4	2	1	
22	GAZIABAD				1	1		
23	GANDHIDHAM				1	1		1
24	GR. NOIDA				1	1		
25	GANGTOK	1				1		
26	GUWHATI				4	3		1
27	GURGAON				3	3		1
28	HUBLI	1						
29	HYDERABAD	6			5	10	1	
30	HOSUR							1
31	IIMPHAL	1				1		
32	INDORE	4				4		
33	ITANAGAR	1				1		
34	JALANDHAR	1				1		
35	JAMMU	1				1		
36	JAIPUR	2	1		3	5	1	
37	JAMSHEDPUR							1
38	JAMNAGAR				1			
39	KOZIKODE	1						
40	KANPUR				1			1
41	KOLHAPUR				1	1		



S.N	Location	Buyback Details				Requirement		
		HCL Pro & Infiniti Pro BL[PIV 128 /256MB]	IBM A30/ Netvista 256MB	HCL StrataZ / VECTRA 128MB	PCS P4@ 2.4 GHz 256MB	Desktop PCs	Scanners	
							High end	Low End
42	KOLKATTA		1			5	1	
43	LUCKNOW	17	3	6		33	5	
44	LUDHIANA	4			4	6	1	
45	NASIK	1				1		
46	NAGPUR	3				2		
47	NELLORE	1						
48	NEW DELHI	5	2		15	30	1	
49	NOIDA				2	2		1
50	PATNA				1	1		
51	PANAJI							1
52	PUNE	6			2	8	1	
53	RAJKOT				2	2		1
54	RANCHI	1				1		
55	RAIPUR	1				1		
56	ROURKELA	1		1		2		
57	SHILLONG	1				1		
58	SHIMLA	1						
59	SURAT				2	2		1
60	TRICHY				1	1		
61	THANE	1				1		
62	TIRUPUR	4			3	6		
63	VATVA				1			
64	VARANASI	2				2		
65	VISAKHAPATANAM	2				1		
66	WALUJ	1				1		
	<b>Total</b>	<b>166</b>	<b>15</b>	<b>7</b>	<b>112</b>	<b>300</b>	<b>25</b>	<b>15</b>

**Note** : There may be minor change for Delivery locations and the number of new PCs required .Exact address and the number of new PCs required at various locations shall be intimated while placing the order with selected vendor.

\*\*\*\*\*



## Annexure VII

### Reverse Auction Process - Acceptance Letter

< To be submitted on vendor letter head >

Place :

Date :

To,

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

Dear Sirs,

**Sub: RfP Dated  
for supply of Computer Hardware**

We hereby, confirm that we have understood the lot & market break up, price calculation and the process of Dynamic Online Negotiation Event. We confirm that we have understood the process of bidding and the relevant important issues the Online Engine (Software) and how to place our bid on the Engine.

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

Thanking you

Yours sincerely

For

Name  
Designation of Signatory with Seal

Contact No:

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



**Annexure - VIII**

**Forwarding Letter**

(To be submitted on company's letter head)

To:

The General Manager (Systems)  
SIDBI  
3rd Floor, MSME Development Center  
C-11, 'G' Block  
Bandra Kurla Complex  
Bandra (East)  
**Mumbai** - 400 051

Dear Sir,

**Sub: RfP Dated for supply of Computer Hardware**

This is in reference to your above mentioned tender for supply of PCs and Scanners under buyback of old PCs through reverse auction. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents.

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

Date:...../...../2010

Authorised Signatory.

Name:

Designation:

\*\*\*\*\*



## Annexure IX

### Proforma of Indemnity

This is to certify that M/s ..... Who have supplied .....  
PCs/Printers/Laptops/Scanners and related accessories to SIDBI, Mumbai , vide order no  
..... dated ..... 2010 have all required rights for the supply of the software.  
The software supplied by us are legal/ licenced copies.

Further, M/s..... is willing to indemnify SIDBI against any claims due to  
violation of any patents and copyrights for the software sold under licensing agreement from us. The  
above indemnity is limited to the software supplied by M/s .....only.

For M/s.....  
Signature with seal, name, designation and date

\*\*\*\*\*



## Annexure X

### Acceptance Criteria

The acceptance will be given after physical delivery of the items at respective location, successful installation, configuration of the Hardware / Software and Integration with existing LAN/WAN at respective SIDBI Offices/locations mentioned 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 SIDBI premises .
2	❖ PC/Scanner Configuration and Installation related issues.	➤ The vendor will configure the PC/Scanner with the existing LAN/WAN and install related drivers on user's PC/Printer/Scanner ➤ Vendor shall hand over all the accessories, driver CDs/DVDs, manuals etc. to the SIDBI officials.
3	Acceptance Report	➤ As a confirmation to the above activities mentioned at Sr. 1 & 2, vendor shall obtain duly signed acceptance report, from the SIDBI officials of respective locations and submit the same at the time of claiming final payment.



## Annexure XI

### Undertaking of Authenticity for Desktops and Scanners

(to be signed by authority not lower than the Company Secretary of the Vendor)

With reference to the Desktops & Scanners being quoted to to you vide our quotation No.: \_\_\_\_\_ dated \_\_\_\_\_, we hereby undertake that al the components / parts / assembly / softwared used in the Desktops/scanners under the above like Hard disk, Memory etc., shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate [eg., product keys on certification of authenticity in case of Microsoft Windows operating system) and also that it shall be sourced from the authorised source (eg., authorised Mircorsoft channel in case of Microsoft operating system).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suplier'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 Desktops/Printers/Scanner without demur, 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