



Small Industries Development Bank of India

**Request for Proposal (RfP)
for
Procurement of Multipoint Control Unit for
Video Conferencing at
Mumbai**

Tender No. : 400/2010/577/BYO/ISD dated February 12, 2010

Price of the document : Rs. 2000/-

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1. Introduction and Disclaimers

1.1. Purpose of RfP

The purpose of RfP is to shortlist vendor for supply, installation and commissioning of video conferencing Multipoint Control Unit with gatekeeper, scheduler, management module, desktop video clients and NAT traversal appliance .

1.2. Information Provided

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

1.3. Disclaimer

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

1.4. Costs to be borne by Respondents

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

1.5. No Legal Relationship

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

1.6. Recipient Obligation to Inform Itself

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

1.7. Evaluation of Offers

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

1.8. **Errors and Omissions**

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

1.9. **Acceptance of Terms**

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

1.10. **Requests for Proposal**

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

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

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

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

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

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

1.11. **Notification**

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

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 100 offices located all over India. Detailed information on the functions of the bank is provided on the website, www.sidbi.in.

2.2. Present Setup

2.2.1. Video Conferencing

SIDBI has implemented Video Conferencing facility at 32 offices in a centralized environment. It has Multipoint conferencing equipment supporting 1+4 sites in a single conference at Mumbai and point-to-point equipment at all other 31 offices. All the equipments are of Aethra make, Vega X3 for point-to-point and Vega X5 for Multipoint.

All the equipment are capable of connecting over IP and ISDN. Presently SIDBI carries out VC over IP.

2.2.2. Network & Security:

SIDBI has implemented IP Multi Protocol Label Switching Virtual Private Network [IP MPLS VPN] connecting all offices to datacenter at Mumbai in hub and spoke architecture, with Mumbai being the Hub. The network is used for data and video. Bandwidth sizing at the offices is carried out taking into account the data and video conferencing requirement.

As regards to network security SIDBI has implemented firewall [Cisco 525] and NIPS at perimeter.

2.2.3. Mailing

SIDBI has implemented Lotus note mailing system throughout the organization for mailing and workflow. Currently SIDBI is running Lotus notes version 7.

The above details given for information to enable the vendor to understand the existing VC setup, network and mailing solution used in SIDBI.

2.3. Project Objective

SIDBI intends to enhance video conferencing facility by addition of:

- Hardware based HD MCU capable of supporting both SD and HD end points .
- Dedicated management server consisting of Gatekeeper, Scheduler and management modules.
- NAT traversal appliance for enabling SIDBI to connect to outside agencies on public network or enabling outside agencies to connect and participate in conference conducted by SIDBI. The connection will be on IP network / Internet.
- PC based desktop video clients/server

The purpose behind issuing this RfP is to invite technical bids from the bidders, shortlist and carry out commercial evaluation through reverse auction and selection of bidder for the above purpose.

The selection process consists of three phases viz., 1) Pre-Qualification/Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation. The commercial evaluation will be through **REVERSE AUCTION**.

2.4. Scope of Work

The Scope of Work involves:

2.4.1. Supply, installation and configuration of:

- Hardware based MCU of 10 port HD, scalable up to 30 port on HD.
- Dedicated management server offering full functionality ie., Gatekeeper, Scheduler, management etc. Lotus notes plug-in to be provided for scheduling mails. All necessary hardware to complete the solution to be supplied by the Bidder.
- Desktop video clients for carrying out both point to point [without using MCU] and multipoint [through MCU] conference. Current requirement is 100 desktop client licenses.
- NAT traversal device to enable external agencies to participate in internal conference or internal users to participate in conference conducted by external agencies over public network on IP. The connection may be by use of VC end point or software client.
- All hardware / software to complete the solution has to be provided by the bidder.
- Prior to delivery of the systems the bidder is required to study the existing setup [network, security and existing VC facility] installed in the Bank. A detailed report has to be submitted for integration of MCU and other components with existing infrastructure.

Detailed technical specifications given in Annexure -II.

2.4.2. Integration:

- All the components to be installed and integrated with existing end points [Aethra Vega X3 and Vega X5] of SIDBI.

2.4.3. Training:

- To provide hands on training on installation, operation and maintenance of all the components to batch of six [6] officers [including SIDBI Facility manager's from HP] at SIDBI, Mumbai. Duration of training to be at least 2/3 working days.

- To provide complete technical training to SIDBI official by OEM on system design, operation, maintenance of the system. The training program should comprise of all relevant topics related to the product, emerging trends, technologies with hands-on practice sessions at Mumbai.

2.4.4. **Warranty / AMC / Support**

- Three years back to back warranty with OEM and two years AMC after expiry of warranty
- OEM/Bidder support through mail/phone
- Login for web access to OEM portal
- Free software upgrades for all components supplied as part of solution during warranty and AMC
- On-site support from bidder for day to day operational issues as and when arises.
- Preventive maintenance of equipments once in six months from date of acceptance

2.5. **Tender Methodology**

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. Bidders who qualify in the pre-qualification criteria/minimum eligibility criteria would only be considered for evaluation of Technical bid. Commercial evaluation will be carried out through Reverse Auction. All technically qualified bidders shall be invited for participation in reverse auction.

SIDBI would enter into contract with the bidder who qualify the technical bid and whose commercial bid [carried out through reverse auction] is found to be Lowest Commercial Bid [L1] for TCO of five years.

2.6. **Pre-Qualification Criteria [Minimum Eligibility Criteria]:**

- 2.6.1. The bidder should be a registered company. Copy of registration certificate to be enclosed.
- 2.6.2. The bidder should be Original Equipment Manufacturer [OEM] or authorized partner/ dealer of OEM. In case of authorized partner/dealer of OEM partnership certificate to be enclosed which should be valid.
- 2.6.3. The bidder should be in the business of setting up video conferencing facility for **at least three [3] years** as on the date of this tender. Bidder to note that tender issue date ie., 12 /02/2010.
- 2.6.4. The bidder should have implemented external hardware based MCU video conferencing facility in at least five [5] projects.
- 2.6.5. The bidder should have experience in integration of MCU with at least 10 end points in at least three [3] projects. Bidder having experience in integration of multi vendor end points is desirable.
- 2.6.6. The bidder should have a minimum average annual turnover of Rs.10 crore over the last three (3) financial. If audited figures for any FY not available, provisional figures may be provided.
- 2.6.7. The bidder should have positive network and cash profit [ie., no cash loss] in 2 years out of last 3 years. Supporting the fact the bidder should furnish auditor certificate for last three years ending March' 2009.

- 2.6.8. The bidder should be ISO 9000:2001 certified company. The certification from any globally recognized institution. Copy of certificate to be enclosed.
- 2.6.9. The OEM should authorize the bidder to quote their product in the present tender of SIDBI. The bidder should submit Manufacturer Authorisation Form as per format given in **Annexure -VI**.
- 2.6.10. The bidder must have support center at Mumbai as the MCU is going to be installed at Mumbai.

The bidder to submit documentary evidence for all the above points along with Annexure [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.

2.7. Schedule of Events

Purpose of RfP	Procurement of Multipoint Control Unit for Video Conferencing at Mumbai			
Date of Issue of RfP	12/02/2010			
Cost of RfP	Rs.2,000/- [to be submitted in form of demand draft in favour of SIDBI payable at Mumbai along with Technical bid]			
EMD	Rs.70,000/- [to be submitted in form of demand draft in favour of SIDBI payable at Mumbai along with Technical bid]			
Date of Pre-bid meeting	22/02/2010, 11 am [clarifications to be forwarded at least two days prior to pre-bid meeting ie., latest by 19/02/2010]			
Last date for submission of bids	04/03/2010 at 03:30 pm			
Address for submission of bids	The General Manager(Systems) Small Industries Development Bank of India SME Development Center, 3 rd Floor Information Services Department Plot No.C-11, G Block Bandra Kurla Complex Bandra [East] Mumbai – 400051			
Bid Validity	90 days from the date of submission of bids ie., till May 12, 2010			
Date of Opening of Pre-qualification Criteria [Minimum Eligibility Criteria] / Technical bid	04/03/2010 at 04:00 PM			
Date of Reverse Auction	To be announced later after technical evaluation			
Venue for Presentation, pre-bid meeting & Opening of bids	SIDBI SME Development Center 3 rd Floor, Information Services Department, Plot No.C-11, G Block, Bandra(E), Mumbai 400 051			
Contact Details				
Name	Designation	Phone	Fax	E-mail
C R Prasad	Manager(Systems)	67531238	67531236	crprasad@sidbi.in
A M Prabhu	AGM(Systems)	67531296		amprabhu@sidbi.in
R K Sharma	GM(Systems)	67531228		rksharma@sidbi.in

3. Instruction to Bidders

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

3.1. Clarification of Bids

- 3.1.1. The bidder or its official representative are invited to attend pre-bid meeting to be held on **February 22, 2010 at 1100 hours** at the venue mentioned in section 2.7. It is the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of the meeting.
- 3.1.2. Clarification sought by bidder should be in writing (Letter/E-mail/FAX etc) and submitted at least two days prior to the last date for seeking clarification i.e., latest by **February 19, 2010, 1500 hours** .
- 3.1.3. The text of the questions raised (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the website latest by **February 23, 2010**. No individual clarifications will be sent to the bidders. It is responsibility of 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 deadline for 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 consists of minimum eligibility criteria and technical proposal .

- 3.4.1. Documents comprising the **TECHNICAL PROPOSAL** should be:
 - 3.4.1.1. 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 –I**.
 - 3.4.1.2. MAF as per **Annexure -VI**

- 3.4.1.3. Technical Bid as per **Annexure -II**. Any technical Bid containing price information will be rejected.
 - 3.4.1.4. DD of Rs.2,000/- towards cost of RfP
 - 3.4.1.5. DD of Rs.70,000/- towards EMD
 - 3.4.1.6. Statement of deviations as per **Annexure –III**.
 - 3.4.1.7. Technical bid covering letter as per **Annexure –IV**.
 - 3.4.1.8. Masked Price Bid listing all the components along with part numbers, without indicating the price as per **Annexure -V**.
 - 3.4.1.9. Manufacturer Authorisation Form as per **Annexure –VI**.
 - 3.4.1.10. Reverse Auction Process – Acceptance letter as per **Annexure -VII**
 - 3.4.1.11. Data sheets/printed literature of all the component quoted.
 - 3.4.1.12. Soft copy of minimum eligibility criteria, technical bid, data sheets and masked price bid.
- 3.4.2. 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.
- 3.4.3. Any interlineation's, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids along with company seal.
- 3.4.4. Conditional bids will not be accepted on any ground and shall be rejected straightway. If any, clarifications are required by bidder the same should be obtained during pre-bid meeting only.

3.5. **Sealing and Marking of Bids**

- 3.5.1. The Bidder shall seal the envelop containing Pre-qualification/Minimum Eligibility Criteria and Technical bid in NON-WINDOW .
- 3.5.2. The envelop should be superscribed with “**PROCUREMENT OF MULTIPOINT CONTROL UNIT FOR VIDEO CONFERENCING – TECHNICAL PROPOSAL**”.
- 3.5.3. The envelope 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],
SME Development Center, 3rd Floor
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra(East)
Mumbai 400 051
- 3.5.4. On the cover of envelop **name and address of bidder along with contact number should be clearly indicated.**
- 3.5.5. If the envelop is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

3.6. **Bid Currency**

Bids to be quoted in Indian Rupee only.

3.7. Earnest Money Deposit (EMD)

- 3.7.1. All the responses must be accompanied by a refundable interest free security deposit of Rs. 70,000/- (Rs. seventy thousand only), in the form of Demand Draft / Bankers Cheque in favour of "Small Industries Development Bank of India" payable in Mumbai.
- 3.7.2. No interest will be paid on EMD.
- 3.7.3. The EMD should be by way of DD/Bankers Cheque. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 3.7.4. Request for exemption from Security Deposit will not be entertained.
- 3.7.5. The EMD amount of all unsuccessful bidders would be refunded immediately upon :
 - 3.7.5.1. The end of the bid validity period, including extended period (if any),
Or ;
 - 3.7.5.2. Receipt of the signed contract from the selected Bidder.
- 3.7.6. Successful Bidder will be refunded the EMD amount only after acceptance and submission of performance guarantee.
- 3.7.7. The bid security may be forfeited:
 - 3.7.7.1. If a Bidder withdraws its bids during the period of bid validity
 - 3.7.7.2. If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
 - 3.7.7.3. In case of successful Bidder, if the Bidder fails to
 - 3.7.7.4. Sign the contract
OR
 - 3.7.7.5. 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 organise the Road Permits 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 should install the goods and integrate with existing end points within Two (2) weeks, from the date of delivery.
- 3.8.5. Installation will be treated as incomplete in one/all of the following situations:
 - 3.8.5.1. Non-delivery of any hardware or other components and software modules mentioned in the order
 - 3.8.5.2. Non-delivery of supporting documentation

- 3.8.5.3. Delivery, but no installation of the components and/or software
- 3.8.5.4. ILL-integration
- 3.8.5.5. System operational, but unsatisfactory to the Bank
- 3.8.6. 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.
- 3.8.7. 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.
- 3.8.8. 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
- 3.8.9. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.
- 3.8.10. The vendor shall integrate the hardware with the existing LAN/WAN/Security infrastructure

3.9. Delivery and Documents

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

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

3.10. Period of Validity of Bids

- 3.10.1. Prices and other terms offered by Bidders must be firm for an acceptance period of three [3] months from date of closure of this RfP.
- 3.10.2. In exceptions circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
- 3.10.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary

3.11. Deadline for submission of Bids

- 3.11.1. The bids must be received by the Bank at the addressed specified, no later than 04/03/2010, 03:30pm.
- 3.11.2. 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.
- 3.11.3. 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.

3.12. 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.

3.13. Modification And/Or Withdrawal of Bids:

- 3.13.1. 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.
- 3.13.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 3.13.3. No bid may be modified after the deadline for submission of bids.
- 3.13.4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders forfeiture of its EMD.
- 3.13.5. 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.

3.14. Opening of Bids by the Bank

- 3.14.1. 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.
- 3.14.2. The Bidder name and presence or absence of requisite EMD, RfP cost and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at bid opening, except for late bids which shall be returned unopened to the Bidder.
- 3.14.3. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.15. Evaluation Methodology

3.15.1. Clarification of bids

- 3.15.1.1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.
- 3.15.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid
- 3.15.1.3. Any deviations from the specifications should be clearly brought out in the bid
- 3.15.1.4. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract

3.15.2. Preliminary Examinations

- 3.15.2.1. 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.
- 3.15.2.2. 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.
- 3.15.2.3. 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.
- 3.15.2.4. 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.
- 3.15.2.5. 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.

3.15.3. Technical Evaluation

- 3.15.3.1. Pursuant to the pre-qualification/minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
- 3.15.3.2. 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.
- 3.15.3.3. During Technical evaluation the Bank at its discretion can ask the bidders for the demonstration of all or some components/features and its components quoted by them. However, SIDBI will not pay/reimburse any expenditure incurred by the vendor for arranging the demonstration.
- 3.15.3.4. 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

- 3.15.3.5. Technical evaluation. would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial bidding through reverse auction.

3.15.4. **Commercial Evaluation**

- 3.15.4.1. All the bidders who qualify in Technical evaluation as per the criteria mentioned above, would be short listed for **REVERSE AUCTION**.
- 3.15.4.2. Bidders who do not qualify the technical evaluation will not be invited for reverse auction.
- 3.15.4.3. The total cost of all the components [hardware and software to complete the solution] with three years warranty and AMC charges for all the components for fourth and fifth year ie., TCO for five years would be considered for evaluation of commercial bids.
- 3.15.4.4. SIDBI will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the Lowest Commercial bid (L1) through the reverse auction process.
- 3.15.4.5. The reverse auction would be conducted by Bank engaged vendor and after completion of auction all the bidders who have participated should submit the price breakup irrespective of the outcome of the event. In case of non-submission of the same within 24 hours after the event, Bank may consider the bidder to be breach of contract and will blacklist the bidder for a period of 3 years from participating in future tenders issued by the Bank.
- 3.15.4.6. Arithmetic errors correction:

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

- 3.15.4.6.1. 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.
- 3.15.4.6.2. 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.
- 3.15.4.6.3. 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.
- 3.15.4.6.4. 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. **Conditional Bids**

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

3.17. **Contacting the Bank**



- 3.17.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 3.17.2. 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.

3.18. Award of Contract

- 3.18.1. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid.
 - 3.18.2. The Bank reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipments are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.
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4. General Terms and Conditions

4.1. 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.

4.2. Use of Contract Documents and Information

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

4.3. Subcontracts

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

4.4. Price

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

4.5. **Terms Of Payment**

The standard payment terms of SIDBI are given below.

- 4.5.1. 90% after delivery and verification of items and on submission of delivery challan and proof of back-to-back warranty arrangement certificate with the OEM. The vendor has to claim octroi paid, if any along with 90% payment.
 - 4.5.2. 10% after complying with acceptance criteria, and submitting performance Bank Guarantee from a scheduled commercial bank equivalent to 10% of contract value, 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.
- Vendor will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by SIDBI official , proof of back-to-back warranty arrangement certificate while claiming the payment.**
- 4.5.4. Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.
 - 4.5.5. 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.
 - 4.5.6. TDS if any will be deducted while releasing the payment.
 - 4.5.7. All Payments will be made to the Bidder in Indian Rupee only.

4.6. Technical Information

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

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

4.7. Acceptance

- 4.7.1. The acceptance / performance test will be performed after completion of installation and commissioning of all the components of the solution at the sites of installation. Complete hardware and Software as specified in the tender must have been supplied, installed, commissioned and integrated properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
- 4.7.2. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the Bank or to cancel the order and recall all the payments made by the bank to the bidder.
- 4.7.3. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of systems
- 4.7.4. The Bank 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.

4.8. Acceptance Certificate

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

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

4.9. **Governing language**

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

4.10. **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**

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

4.11.1. **Initial Security Deposit**

- 4.11.1.1. Within 15 days of the award of Purchase Contract, the Supplier shall deposit 2% of the contracted value [including the amount of EMD] subject to a ceiling of Rs. 5.00 Lakh in the form of Demand Draft or Bank Guarantee of an equivalent amount from a scheduled Commercial Bank towards Initial Security Deposit.
- 4.11.1.2. The Initial Security Deposit will be refunded after Vendor/Supplier successfully executes the order in terms of delivery, installation and acceptance of the deliverables as stipulated in the Purchase Order.

4.11.2. Performance Guarantee

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

4.12. 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 for a period not less than 3 months after date of delivery . If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.
- 4.12.3. 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:
- Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods , by the Bank / Bank's Consultants /Testing Agency. The supplier should intimate the Bank before dispatch of goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;
 - Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
 - In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
- 4.13.2. 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, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

4.13.4. 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. **On-site comprehensive warranty:** The Warranty should be **BACK-TO-BACK from OEM.** The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of THREE years from the date of acceptance of the hardware and software.

4.14.2. The equipment supplied should be maintained by the vendor for at least 5 years from the date of acceptance by the bank which includes two years after the warranty period.

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

4.14.4. The bidder to provide all future software upgrades and patches for all components of the solution and install the same during period of warranty free of cost.

4.14.5. The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

4.14.6. The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank 's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.

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

4.14.7. If any of the systems supplied by the bidder is down beyond **48 hours penalty at the rate of Rs.1000/- [Rupees one thousand only] per day** will be charged or recovered from the bidder subject to maximum of 10% of the BG value during the warranty /AMC period. The amount 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.

4.14.8. During the Warranty / AMC period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems, free software subscriptions for all major and minor software releases for all components.

- 4.14.9. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.
- 4.14.10. Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the Bank.
- 4.14.11. The Bidder must provide the following warranties:
 - 4.14.11.1. The equipment proposed is complete in every way.
 - 4.14.11.2. The hardware / software specification, capabilities and performance characteristics are as stated in the Bidder's proposal and accompanying documentation
- 4.14.12. In case an equipment 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.
- 4.14.13. If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Supplier shall replace the unit of component with another of the same performance and quality or higher, at no cost to the Bank.
- 4.14.14. Free on-site maintenance services shall be provided by the Supplier during the period of warranty and AMC.
- 4.14.15. Further provided that the Bank may, during the currency of the warranty or 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 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 for a period of 2 years, if so desired by the bank, for post warranty maintenance. However the bank will be having right to go with any other vendor for AMC if so desired by the bank.
- 4.15.2. The scope of AMC is same as that of warranty.
- 4.15.3. The vendor to enter into back-to-back arrangement with principal for AMC support also.
- 4.15.4. The AMC charges would be paid half yearly at the end of the half year as per contracted rate.

4.16. Repeat Order

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

4.17. Forfeiture of performance security

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

4.18. Penalty for Default Delivery

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

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

4.19. Penalty for late Installation

If the vendor fails to install the items within Two (2) weeks, Bank will impose a penalty of 1% of the order value for the late installed item for each week's delay or part thereof, subject to maximum of 5% of value of the late installed items.

4.20. Taken / Brought over of Company

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

4.21. Termination

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

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

- ◆ Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- ◆ Delay in offering equipments for pre-delivery Inspection;
- ◆ Delay in delivery beyond the specified period;
- ◆ Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
- ◆ Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and

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

4.22. Patent Rights

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

4.23. Force majeure

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

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far s 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;

Not withstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

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

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

5. Reverse Auction / e-bidding Instruction

5.1. 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.

5.2. 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:

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

5.3. Role of the Bidder

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

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

- 5.3.8. Bidder will not divulge either their bids or those of other suppliers to any other external party.
- 5.3.9. Bidder will not make any offline negotiations with SIDBI. Bidding process related queries could be addressed to abcprocure.
- 5.3.10. Bidder would submit the duly signed Reverse Auction Process Acceptance letter in the format as per Annexure VII to be eligible for participating in the reverse auction event.
- 5.3.11. Inability to bid due to telephone line glitch, Internet availability/ response issues, software or hardware hangs will not be the responsibility of abcprocure or SIDBI. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
- 5.3.12. Bidder's participation in bid event shall be only by invitation from SIDBI. Any other suppliers, including those registered with Indiamarket do not automatically qualify for participation.
- 5.3.13. 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.

5.4. Bidding Rules

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

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

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

5.5. Conduct of the Reverse Auction

- 5.5.1. 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 followings reasons:

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

5.6. 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.

5.7. Problems during the conduct of the Reverse Auction:

- 5.7.1. 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:
 - 5.7.1.1. Cancellation/ premature termination of the reverse auction with/ without a subsequent rerun of the auction on a mutually decided date.
 - 5.7.1.2. Cancellation of a bid.
 - 5.7.1.3. Locking a bidder's account (suspension of operations in the account), etc.
- 5.7.2. Such intervention may even happen without seeking prior concurrence of the client.
- 5.7.3. 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.

5.8. Liability of abcprocure™

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

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

5.9. Confidentiality Clause

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.

5.10. 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.

5.11. Right of the SIDBI

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

5.12. Contact Details

Contact details of the officials of 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.

6. Annexures

Annexure -I

Pre-Qualification Criteria

[Minimum Eligibility Criteria]

S.N.	Minimum Eligibility Criteria	Bidder's response
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company [Government/PSU/Pub. Ltd / Pvt. Ltd / partnership / proprietary]	
4	Registration No. and date of registration. 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 Authorised Partner/dealer [If partner, partnership certificate to be enclosed]	
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 authorized 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 setting up video conferencing. Documentary evidence to be submitted by way of purchase order etc.	
12	No of Projects executed with external hardware based MCU.	
13	Details of five projects with external MCU. Documentary evidence to be submitted.	

	Project	Customer Details with Contact No.	OEM for MCU	Years in Use
a	Project -1			
b	Project -2			
c	Project -3			
d	Project -4			
e	Project -5			
14	Details of three projects where the vendor has supplied MCU and integrated with at least 10 end points Documentary evidence to be submitted.			
	Project	Customer	OEM for MCU	OEM for end point
a	Project -1			
b	Project -2			
c	Project -3			
15	Financials			
	Parameter	FY	Amount in lakh	
a	Annual Turnover	2006 - 2007		
		2007 - 2008		
		2008 - 2009		
b	Cash Profit	2006 - 2007		
		2007 - 2008		
		2008 - 2009		
c	CA certificate to be submitted.			
16	ISO 9000:2001 certification Enclose certificate			
17	OEM authorization for quoting their product. [Yes / No] MAF as per Annexure –VI to be enclosed			
18	Support			
a	Availability of support center at Mumbai [Yes / No]			
b	Location, Address and contact details of support center at Mumbai.	Location		
		Address:		
		Contact Numbers:		
		Mail id:		
c	No of qualified engineers capable of handling support for equipment proposed to SIDBI in current tender.		<i><Specify the number and also give the qualification of engineers in terms of support for equipment></i>	
19	Details of Reference Sites			
	Reference Site	Customer Name and contact No.	No. of years VC equipment in use	
a	Reference Site-1			
b	Reference Site-2			
c	Reference Site-3			

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the 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 -II

Technical Bid

All components of the MCU solution – MCU, Gatekeeper, Scheduler, Network Management, NAT traversal and point-to-point desktop server/client software should be from the same OEM and should be *latest design/version*. All hardware should be of rack mountable.

1. MultiPoint Control Unit [MCU]

S.N	Minimum Specifications	Vendor's Response
1	Make	
2	Model	
3	Software Version	
4	The MCU should be rack mountable, Hardware Based [appliance] HD system for advanced video and audio communications offering reliability, availability and serviceability. Software based MCU's are not acceptable.	
5	The MCU should be based on Advanced Telecommunications Computing Architecture.	
6	The minimum capacity of MCU should be 10 ports on IP @4Mbps in HD 720p resolution in CP from day one and scalable to 30 port HD on IP @4Mbps in HD 720p in CP.	
7	MCU should support 1080p without any hardware / software upgrade from day one.	
8	The MCU should support 3G networks by addition of hardware 3G gateway or software upgrade.	
9	The MCU should support both HD and SD end points/desktop clients in a conference. HD, CIF and 4CIF to be supported in single conference.	
10	The MCU should connect at least 30 SD end points in a single conference or multi conferences from day one.	
11	The MCU should be interoperable with multiple vendors' end points, MCU's, Gateways, Nat traversal devices, streaming / recording devices, desktop clients, 3G gateways etc.	
12	The MCU should support 64Kbps to 4Mbps data rates in the same or different conference.	
13	The MCU should have multi-tiered web based management with following features.	
a	<ul style="list-style-type: none"> Chairperson can manage the conference 	
b	<ul style="list-style-type: none"> Operator can manage conference and monitor the bridge 	
c	<ul style="list-style-type: none"> Administration can manage conference, configure and monitor the bridge 	
14	The MCU should be H.323, SIP and H.320 compliant	
15	Video Support	
a	The MCU should support H.261, H.263, H.264 video protocols	

S.N	Minimum Specifications	Vendor's Response
b	The MCU should support video resolutions from CIF to HD ie, CIF, 4CIF, 720p, 1080p	
16	Audio Support	
a	The MCU should support G.711, G.722, G.722.1, G.729 audio protocols	
17	Presentation Support	
a	The MCU should support H.239 for presentation sharing.	
b	The MCU should support Presentation video resolution – VGA, SVGA, XGA, 720p	
c	The sharing of video with content should be without losing MCU port capacity. H.239 should be supported over cascaded links.	
d	The MCU should support symmetric continuous presence on HD 720p 24/30 fps. <i>[MCU should be able to sent and receive HD 720p 24/30 fps from video end points]</i>	
18	The MCU should support 16:9 and 4:3 aspect ratio	
19	The MCU should be able to support Audio, Video resources for supporting multipoint conference for video conference end points on various networks such as H.323 [IP and SIP] and H.320.	
20	The MCU should be upgradeable to host H.320 [ISDN and PSTN] conference in future using Internal or external gateway of any make. <i>[The MCU should support gateway (internal/external) with at least 2 PRI lines]</i>	
21	The MCU should support dial-in and dial-out for ISDN and IP end points in the conference	
22	The MCU should support encryption of video calls [H.235 standard AES encryption] without port loss. The encryption can be at conference level or individual participant level.	
23	The MCU should support continuous presence and transcoding on all the ports.	
24	The MCU should support voice activated and continuous presence mode conferences with and without self video on the screen as one of the participant in CP conference.	
25	The MCU should support at least 20 different layouts.	
26	The MCU should support unlimited number of simultaneous conferences.	
27	The MCU should support IVRS, PIN, Password protection for dial-in conference.	
28	The MCU should support dynamic CP layout adjustment. <i>[MCU will choose best video layout according to the number of participants in the conference].</i>	
29	The MCU must support embedded site naming, active speaker with border highlight and active speaker indication for active video participant.	
30	The MCU should support lecture/broadcasting	

S.N	Minimum Specifications	Vendor's Response
	mode	
31	The MCU should support changing from one CP mode to different CP mode or to voice activated mode in an ongoing conference	
32	It should be possible to save conference templates with pre-defined participants with personal layouts	
33	The MCU should be able to use address book of the gatekeeper or MCU's internal address book	
34	It should be possible for end points [connected through MCU] to change their personal layout at will without intervention of the administrator and affecting the overall conference layout using remote control	
35	The MCU should support standard complaint technology providing intelligent downspeeding, packet pacing and packet loss concealment to ensure optimum video and audio quality	
36	The MCU should have provision to integrate with IBM Same Time version 7 / Microsoft OCS.	
37	MCU Management / Backup	
a	Administrator should be able to access the MCU via., HTTP, HTTPS and Telnet. SSH login is desirable.	
b	The MCU should have web based user interface for administration, configuring and management of MCU.	
c	The MCU should support full web based system configuration and conference control for advanced scheduling of conferences.	
d	It should be possible to backup the configuration of MCU for future restore in case of failure	
38	Chair Control	
a	The MCU should support H.243 chair control functions for conference management by a terminal end point.	
b	The MCU should support FECC in voice activated and continuous presence modes using H.281 FECC.	
39	The MCU should support conference control using DTMF control functions where the chairperson or participant can control using Remote control of video system like:	
a	• Invite for conference	
b	• Terminate a conference	
c	• Take or release chair control	
d	• Mute / unmute	
e	• Volume control	
f	• Block or unblock admission to a conference etc.	
40	Support	
a	24X7 OEM/Bidder Support through mail/telephone.	
b	Support from the bidder for day to day operational	

S.N	Minimum Specifications	Vendor's Response
	issues	
c	Login to OEM website for knowing the latest developments.	
41	Warranty / AMC	
a	Three years back to back Warranty with OEM for all hardware / software components.	
	Replacement of failed components within 48 hours from the time call is logged.	
b	Three years free software subscriptions for all major and minor software releases	
c	Two years AMC after expiry of Warranty, back to back from OEM. Scope of AMC being same as Warranty	
d	Preventive maintenance once in half year	

2. GATEKEEPER, SCHEDULER AND NETWORK MANAGEMENT

Gatekeeper, Scheduler and Management modules should be external to MCU and should be from same OEM. They can be appliance or server/software based solution. All necessary hardware and software should be supplied part of solution. All hardware should be rack mountable. *Embedded gatekeeper in MCU is not acceptable.* All the components should support 30 concurrent calls and 100 registrations initially and scalable to support 100 concurrent calls and 400 registrations. Lotus notes plug in for scheduler to be provided.

S.N	Minimum Specifications	Vendor's Response
A.	GATEKEEPER	
1	OEM	
2	Software Version	
3	Appliance / Server based	
4	The gatekeeper should have capacity for 30 concurrent calls and 100 registrations. It should be possible to software upgrade [license upgrade] the gatekeeper to support up to 400 registrations & 100 concurrent calls	
5	The gatekeeper should support H.323 and SIP is desirable.	
6	The gatekeeper should support e.164 and IP address registration for H.323	
7	The gatekeeper should support address translation from e.164 to IP and vice versa.	
8	The gatekeeper should support bandwidth management	
9	The gatekeeper should support advanced bandwidth management for calls between gatekeeper sub-zones and remote zones to ensure proper call access control to the TCP/IP network for H.323 calls.	
10	The gatekeeper must support maximum bandwidth control per endpoint or per group of endpoints.	
11	The gatekeeper should support call fallback policies per dialed numbers.	
12	It is desirable that the gatekeeper should support line hunting for gateway calls.	

S.N	Minimum Specifications	Vendor's Response
13	It is desirable that the gatekeeper should support H.450 call forward and transfer supplementary services.	
14	The gatekeeper should support real time monitoring.	
15	The Gatekeeper must support advanced call fallback to ensure call completion rates	
B.	SCHEDULER AND MANAGEMENT	
1	OEM	
2	Software Version	
3	Appliance / Server based	
4	The Scheduler should support both Microsoft and Lotus Notes scheduling with email notifications to individual participants. Lotus notes plug-in to be provided.	
5	A Web based central management interface developed by the MCU manufacturer should be provided in order to control all system resources, reserve conferences, and provide ongoing conference, point to point call, and network and fault management functions	
6	The Scheduling software should able to send e- mail notification to all participants using Lotus notes plug in	
7	The Web based application portal must implement single sign-on, wherein the enterprise Directory is accessed for pass-through authentication from the Web based application portal.	
8	The conference scheduling application must support Direct Inward Dial to scheduled meetings.	
9	The conference scheduling application must support H.323 and ISDN terminals users as well as desktop and audio only terminals transparently and SIP is desirable.	
10	The conference scheduling application must support intelligent and optimized real time resource allocation algorithm for MCU ports and dynamically reuse the allocated ports according to the actual terminal capabilities.	
11	The conference scheduling application must support Lecture style conferences where the lecturer sees students in a continuous presence layout, and the students all see the lecturer in a single screen layout.	
12	The conferencing application should provide a reporting and statistics support which will enable the system administrator generate the following graphical charts / reports:	
a	No of Multipoint calls records for the entire deployment	
b	No of Point to Point calls records for the entire deployment Calls Records per Terminal	
c	No of gateway calls for the deployment	
d	No of Desktop calls	
e	Multipoint calls records per specific Virtual Room	
13	It is desirable that the conference scheduling application and network management application must support redundant deployment for high availability	
14	The conference scheduling system administrator must have the ability to provision the following attributes per user / groups of users:	

S.N	Minimum Specifications	Vendor's Response
a	Time zone, Level of Video/Audio Services (HD, ED, Audio Only)	
b	Location Preference in a distributed deployment	
c	Recording Policy	
d	Max Allowed Bandwidth for Desktop Point to Point call	
e	Maximum allowed participants per virtual room.	
15	The Scheduling Application should support personal address book .	
16	It is desirable that the conference scheduling application must support management, load balancing and resource reservation of multiple distributed MCUs, Gateways and Gatekeepers.	
17	It is desirable that the conference scheduling application must support MCU and Gateway Port auto selection based on service prefix support, nearest port hunting, threshold based port hunting, load balancing, and least cost routing.	
18	The conference scheduling application must support Dial-in or MCU auto-Invite (Dial-out) to terminals.	
19	The network management application must support multiple network views and configurable presentation of the network topology in a Network Tree view, flat table view and customizable views.	

3. HARDWARE FOR GATEKEEPER, SCHEDULER AND MANAGEMENT

S.N	Minimum Specifications	Vendor's Response
1	Make	
2	Model	
3	Rack Mountable	
4	Configuration	
a	• Processor [Make and Model No]	
b	• Memory [Type and Capacity]	
c	• Harddisk [No of hard disks and capacity]	
d	• DVD ROM	
e	• Scalability [memory, hard disk capacity etc.]	
5	Operating System	
6	<ul style="list-style-type: none"> • The server to be supplied by the vendor should take care of current requirement of all the software components to be loaded and also scalable to support future requirement. • Bidder to note that the server should have capacity to hold 400 registrations & 100 concurrent calls in future. • The server should be rack mountable, Intel Xeon latest processor, minimum 4GB RAM, Gigabit Ethernet NIC, DVD ROM, Redundant power supply etc. • The server[s] should comply with SPEC CPU 2006, SPECjbb 2005, SPEC web 2005 • The Operating System of server should be latest and the same needs to be hardened. 	

4. DESKTOP CONFERENCING PLATFORM

The number of desktop video client required is 100. The clients should support all version of windows [XP, Vista, Windows 7 etc].

S.N	Minimum Specifications	Vendor's Response
1	OEM	
2	Software [Name and Version]	
3	Video desktop connectivity with any PC/laptop with Windows operating system and desktop client installed should be able to participate in an ongoing conference using web camera and audio facility.	
4	The solution should support point-to-point calls without using MCU.	
5	The solution should support multipoint calls using MCU	
6	The desktop client should support continuous presence.	
7	The solution should support integration with IBM same time with Lotus scheduling software or Microsoft Outlook. Lotus notes release 7 should be supported	
8	The desktop client should be able to schedule conference and issue e-mail notification.	
9	The desktop clients on the PC should be able to initiate H.239 data collaboration and participate or view video and H.239 content.	
10	The administrator can require desktop clients to authenticate in order to participate in a meeting. Single sign on with Windows AD authentication should be supported.	
11	The Desktop Client user interface must provide simultaneous views of the participants and H.239 data collaboration portions of the conference. The user interface must provide full screen views of the participants or H.239 data collaboration portion of the conference.	
12	It shall be possible to switch between receiving 720p resolution and SD resolution easily.	
13	Each Desktop Client participant should have the ability to change between voice activated video switching mode and continuous presence mode on the fly.	

Annexure -IV

Technical Bid Covering Letter

Date :

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

Dear Sir,

Technical Bid Procurement of Multipoint Control Unit

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

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

We also enclose masked Commercial Bid.

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

We remain,

Yours sincerely,

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

Annexure -V

Commercial Bid

<to be submitted after reverse auction>

Commercial Bid Response must be submitted with after completion of REVERSE AUCTION in the format given below. The commercial bid response should be submitted irrespective of the outcome of reverse auction within 24 hours after completion of auction.

1. Commercial bid of components

S. N.	Item Description	Part No	Quantity	Unit Price		Total
				Figures	Words	
A.	Components Cost					
1	MCU – 10HD [as per specifications given in Annexure –II[1]		1			
2	Gatekeeper, Scheduler and Management modules including hardware [as per Annexure –II[2] and Annexure –II[3]]		1			
3	Video Desktop Clients [as per Annexure –II [4]]		100			
4	NAT Traversal Appliance [as per Annexure –II[5]]		1			
5	Warranty for 3 Years		1			
6	Total Component Cost with Warranty [A]					
B.	AMC Charges for fourth and fifth year					
1	AMC for 4 th Year		1			
2	AMC for 5 th Year		1			
3	Total AMC Cost [B]					
C.	TCO for five Years [A] + [B]					

2. Optional Items

S. N.	Item Description	Part No	Quantity	Unit Price		Total
				Figures	Words	
1	Video Desktop Clients		50			

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.
- Rate quoted for optional items must be valid till the end of the three years period from the date of entering the contract
- All the rates must be quoted in INR.

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

Annexure VI

Manufacturer Authorisation Format

Ref:

Date:

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

Dear Sir,

Sub: Manufacturer Authorisation for RfP No.

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

We confirm that **<Bidder Name>** having its registered office at **<Bidder Address>** is our authorized partner for our Video Conferencing equipments. We authorize them to quote for our equipments in the above mentioned RfP.

Our full support is extended 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 for a period of 5 years [including warranty and AMC period] from date of supply/installation of the equipments 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

Reverse Auction Process - Acceptance Letter

< To be submitted on vendor letter head >

To,

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

Dear Sirs,

Sub: RfP Dated for Procurement of Multipoint Control Unit

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

Date	Signature of Authorized Signatory ...
Place	Name of the Authorized Signatory ...
	Designation ...
	Name of the Organization...
	Seal ...
	Contact No.....

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

Annexure -VIII

Acceptance Certificate Format

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

Annexure -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 of200 .

SIGNED, SEALED AND DELIVERED.

BY
AT

IN THE PRESENCE OF WITNESS :

			1)	Name
				Signature.....
				Designation.....
			2)	Name
				Signature.....
				Designation.....

Annexure -X

Installation Certificate Format

<to be submitted after completion of installation>

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

Name of SIDBI official : _____

Designation : _____

Signature : _____

Date : _____