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1. Annexure I – Eligibility Bid - Covering Letter

Annexure - I

Eligibility Bid - Covering Letter

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

Date:

The Chief General Manager

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

Dear Sir,

Outsourcing of Facility Management Services

RfP No : 400/2016/1122/BYO/ITV dated 28/10/2015

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the Tender document number **400/2016/1122/BYO/ITV dated 28/10/2015** and submit the following as per requirement.

- Bid Price** : We have enclosed a Demand Draft/ banker's cheque of the sum of ₹5,000/- (Five thousand only) towards non-refundable bid price
- EARNEST MONEY DEPOSIT (EMD)**: We have enclosed a Demand Draft / banker's cheque of the sum of ₹5,50,000/- (Five lakh fifty thousand only) towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
- Eligibility bid, technical bid and commercial bid inside separate envelopes in prescribed formats.
- Details of presentation and site visit are given below.

Event	Date & Time	Address & Contact details
Site Visit		

We hereby declare that

- a. We are eligible and competent as per the criteria given in the RfP, to submit the bid and carry out the work and
- b. The information submitted in the accompanying document is true and correct and that
- c. Our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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

We also understand that the Bank, besides rejecting the bid, may also blacklist us, if any of the information furnished in accompanying document is found to be fake / untrue or if any misrepresentation has been made in the document.

Thanking you,

Yours sincerely,

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

2. Annexure II – General Information about Bidder

Annexure - II

General Information about Bidder

RFP No : 400/2016/1122/BYO/ITV dated 28/10/2015

Details of the Prime Bidder (Company)				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Corporate Identification Number (CIN) – (KYC of Directors)			
5	Details of Incorporation of the Company		Date:	
			Ref.#	
6	Details of Commencement of Business		Date:	
			Ref.#	
7	Valid Sales tax registration no.			
8	Valid Service tax registration no.			
9	Permanent Account Number (PAN)			
10	Bank Mandate Status <tick appropriate>			
	<input type="checkbox"/> Already submitted with SIDBI		<input type="checkbox"/> Being submitted herewith as per format	
Bank account details as per bank mandate form :				
	Sr.No.	Bank Name and Branch	Account type / number	IFSC code
11	Name & Designation of the contact person to whom all references shall be made regarding this tender			
12	Telephone No. (with STD Code)			
13	E-Mail of the contact person:			
14	Fax No. (with STD Code)			
15	Website			
16	MSME status <tick appropriate> :			
	<input type="checkbox"/> Company does not qualify the status of MSME			
	<input type="checkbox"/> Company does qualify the MSME status. Relevant document is attached herewith. <please attach MSME registration certificate or a certificate from Chartered Accountant>			
17	Financial Details (as per audited Balance Sheets) (in Cr)			
18	Year	2012-13	2013-14	2014-15
19	Net Worth			
20	Turn Over			

21	PAT			
22	Name of the Bidder (member of consortium)			
23	Address of the Bidder			
24	Status of the Company (Public Ltd/ Pvt. Ltd)			
25	Corporate Identification Number (CIN)			
26	Details of Incorporation of the Company	Date:		
		Ref.#		
27	Details of Commencement of Business	Date:		
		Ref.#		
28	Valid Sales tax registration no.			
29	Valid Service tax registration no.			
30	Permanent Account Number (PAN)			
31	Name & Designation of the contact person to whom all references shall be made regarding this tender			
32	Telephone No. (with STD Code)			
33	E-Mail of the contact person:			
34	Fax No. (with STD Code)			
35	Website			
36	Financial Details (as per audited Balance Sheets) (in Cr)			
37	Year	2012-13	2013-14	2014-15
38	Net Worth			
39	Turn Over			
40	PAT			

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

3. Annexure III – Response to the Minimum Eligibility Criteria

Annexure - III

Response to Minimum Eligibility Criteria

RFP No : 400/2016/1122/BYO/ITV dated 28/10/2015

S.N	Eligibility Criteria	Supporting Documents Required
1	The Bidder should be either a Government Organization/ PSU/ PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.	<input checked="" type="checkbox"/> Partnership firm: Certified copy of Partnership Deed. <input checked="" type="checkbox"/> Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. <input checked="" type="checkbox"/> Reference of Act/Notification
2	Should have at least 5 years of continuous experience in IT infrastructure management in India as of 30/09/2015. (in case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account).	<input checked="" type="checkbox"/> Partnership firm: Certified copy of Partnership Deed. <input checked="" type="checkbox"/> Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. <input checked="" type="checkbox"/> Reference of Act/Notification <input checked="" type="checkbox"/> For other eligible entities: Applicable documents. <input checked="" type="checkbox"/> Copy of Work order / agreement along with completion certificate for completed projects.

3	<p>The respondent should have minimum 3 (three) years experience of on-site AMC, and FMS management, in at least TWO organization in India having at least 100 branches spread across multiple states/regions in India, where :</p> <p>(1)The bidder has set up facilities for centralized management of IT infrastructure at the customer's premises.</p> <p>(2)At least one such contract should be in effect for next six months as on January 01, 2016.</p>	Copy of purchase order / agreement signed between the parties
4	Should have proven record of delivery of services based on ITIL framework of service management. All the support and services, defined in the scope of the project in Chapter 4, have to be delivered in compliance with ITIL framework of service management.	Self declaration on letter-head of the bidder duly signed by authorized signatory of the bidder.
5	Should have minimum annual turnover of INR 50 Crores, during any two of the last three financial years viz. 2012-13, 2013-14 and 2014-15, out of Indian Operations.	1. Balance Sheet and profit and Loss statement for the financial years 2012-13, 2013-14 and 2014-15. 2. CA certificate.
6	Should have made cash profit in at least 2 years out of last 3 financial years viz. 2012-13, 2013-14 and 2014-15, out of Indian Operations.	1. Balance Sheet and profit and Loss statement for the financial years 2012-13, 2013-14 and 2014-15. 2. CA certificate.

7	Should have Direct support centres in 5 SIDBI locations viz. Chennai, Kolkatta, Lucknow, Mumbai and New Delhi. For other SIDBI offices, bidder may provide support either directly or through their Authorised support partners(ASP)/Franchisees, from the same location or from the nearest location as given in Appendix-II.	<p>1. Bidder should provide mapping details about their nearest support centre for each SIDBI location, covering complete address of the office with contact name & number of person in-charge.</p> <p>2. Bidder should clearly mention about support model (Direct/ASP) for each SIDBI location in Appendix-II.</p>
8	Should have a minimum of 200 manpower resources with 2 or more years experience in AMC & FMS services and these resources should be in the payroll of bidder	Self declaration to this effect on bidder's letter head signed by bidder's authorized signatory.
9	Compliance of Statutory & Regulatory guidelines towards clause # 4.7.4 under Chapter 4 : Project Scope.	Self declaration on letter-head of the bidder duly signed by authorized signatory of the bidder
10	Should have at least two of the accreditations / certifications out of ISO 9001, ISO 20000, ISO/IEC 27001, ISO/IEC 27002 and the same should be valid at the time of submission of bids.	The bidder must furnish certificate copies.
11	The firm should not be blacklisted / barred by Government of India or any regulatory body in India during the last 3 years.	Self declaration to this effect on bidder's letter head signed by bidder's authorized signatory.

Note:

1. All Eligibility criteria should be necessarily meet by Primary Bidder.
2. The references of the customers must be submitted with official contact details for verification. References which cannot be verified with provided contact details won't be considered as valid evidences.

3. Bidder / Vendor having failed in successfully completion of the project as per agreed scope with SIDBI for any IT led project in the past will not be considered for this assignment.
4. All such experience/reference of services must be based on on-site (Customer's premises) service delivery model.
5. Experience of implementation of Core Banking Solution or any other software project shall not be considered towards the experience/reference of services, mentioned above.

4. Annexure IV – Declaration regarding Clean Track Record

Annexure - IV

Date:

The Chief General Manager

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

Dear Sir,

Declaration Regarding Clean Track Record

RfP No : 400/2016/1122/BYO/ITV dated 28/10/2015

I have carefully gone through the Terms & Conditions contained in the RFP No. **400/2016/1122/BYO/ITV dated 28/10/2015** regarding selection of the vendor for Outsourcing of Facility Management Services for a period of five years.

We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India **during last 05 years**. I further certify that I am competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

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

Thanking you,

Yours sincerely,

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

5. Annexure V – Conformity of Hardcopies

Annexure – V

Letter of Conformity for the Hardcopies

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

Date:

The Chief General Manager

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

Dear Sir,

Outsourcing of Facility Management Services

RFP No : 400/2016/1122/BYO/ITV dated 28/10/2015

We, the undersigned bidders, having read and examined along with terms and conditions the aforesaid RfP document, issued by SIDBI and hereinafter referred as 'bank' do hereby covenant, warrant and confirm as follows.

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Thanking you,

Yours sincerely,

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

6. Annexure VI – Statement of Deviations

Annexure - VI

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

Statement of Deviations

RfP No : 400/2016/1122/BYO/ITV dated 28/10/2015

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

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

Further, any deviation mentioned elsewhere in the response other than in this format shall not be considered as deviation by SIDBI.

OUTSOURCING OF FACILITY MANAGEMENT SERVICES – LIST OF DEVIATIONS			
Srl. No.	Clarification point as stated in the tender document	Page / Section Number in RfP	Comment/ Suggestion/ Deviation
1.			
2.			

<additional rows may be added, if required>

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

7. Annexure VII – Letter of Competence

Annexure -VII

Letter of Competence

(To be executed on a non judicial stamp paper)

RfP No : 400/2016/1122/BYO/ITV dated 28/10/2015

This is to certify that we *[Insert name of Bidder]*, address.....are fully competent to undertake and successfully deliver the scope of services mentioned in the above RfP. This recommendation is being made after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfP.

We also certify that all the information given by in response to this RfP is true and correct and also confirm that our company is eligible to perform this contract and whatever our company filed response to the **Annexure –III** to the response to minimum eligibility criteria is true and correct.

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

8. Annexure VIII – Power of Attorney

Annexure – VIII

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

RfP No : 400/2016/1122/BYO/ITV dated 28/10/2015

BY THIS POWER OF ATTORNEY executed at _____ on _____, 2015, We, _____, a Company incorporated under the Companies Act, 1956/2013, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to **Request for proposal (RfP) No. 400/2016/1122/BYO/ITV dated 28/10/2015 for ‘Outsourcing of Facility Management Services’** and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

9. Annexure IX – Letter of Conformity

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

Date:

The Chief General Manager

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

Dear Sir,

"Letter of Conformity"
Outsourcing of Facility Management Services
RfP No: 400/2016/1122/BYO/ITV dated 28/10/2015

We, the undersigned bidders, having read and examined along with terms and conditions the aforesaid RfP document, issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in **Annexure-VI** of the main RfP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

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

10. Annexure X – Resource Deployment Plan

Annexure - X

Resource Deployment Plan

Bidder's name -

RfP No : 400/2016/1122/BYO/ITV dated 28/10/2015

1. Project personnel and number

S.N.	Roles	No of Personnel proposed to be deployed for the project	Resource Level		
			L1	L2	L3
1.	Operation Manager	1		1	
2.	IIMC (Help Desk + VC)	4+3	6	1	
3.	Premier FM	1	1		
4.	Facility Management	19	19		
5	FM for Subsidiary /Associate (CGTMSE)	1	1		

2. Details of Project Personnel (##)

Service Area	Location	Position	Jobs to be Hand led	Min. Resources Requested	Resources Proposed	Level of Experience (L1, L2,)	Qualifi cation, Experi ence, Skill-set
Operation Management	Mumbai Office	Operation Manager		1			
Remote support, Help desk, Video conference	Mumbai	Help Desk and Desktop Remote Management		4			
		Video conferencing Core infrastructure Management		1			
		Video Conferencing FM		2			
Premier FM	Mumbai	Full time on-site facility management		1			
Facility Management	Mumbai	Full time on-site facility management		2			
	Lucknow HO			2			
	New Delhi			2			

Service Area	Location	Position	Jobs to be Hand led	Min. Resources Requested	Resources Proposed	Level of Experience (L1, L2,)	Qualifi cation, Experi ence, Skill-set
	Chennai			1			
	Kolkata			1			
	Ahmedabad			1			
	Pune			1			
	Chandigarh			1			
	Bangalore			1			
	Jaipur			1			
	Faridabad			1			
	Indore			1			
	Hyderabad			1			
	Coimbatore			1			
	Guwahati			1			
	SITI			1			
	CGTMSE			1			
	Other Branch offices	Facility Manageme nt		On call/Weekly visits			

Resume of the all the resource of L2 Level & above Level is to be enclosed.

- Details should include the client, scope of work, role of personnel, duration of the project etc.
- Reference details of the customers to be attached.

(Rows may be added in the above table to propose additional resources in any category)

11. Annexure XI – Commercial Bid – Covering Letter

Annexure - XI

Commercial Bid - Covering Letter

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

Date:

The Chief General Manager

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

Dear Sir,

Outsourcing of Facility Management Services

RFP No : 400/2016/1122/BYO/ITV dated 28/10/2015

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RfP No : **400/2016/1122/BYO/ITV dated 28/10/2015** and our proposal (Technical and Commercial Proposals) dated *[Date]*. The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and the other expenses like out-of-pocket expenses that we might incur and there will be no additional charges whatsoever. We will abide by the payment terms as mentioned in the aforesaid RfP.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the proposal, i.e., *[Insert date]*.

Yours sincerely,

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

12. Annexure XII – Non-Disclosure Agreement

Annexure – XII

Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

WHEREAS, we, _____, having Registered Office at _____, (hereinafter referred to as the COMPANY, which expression shall include its successor and permitted assignees), are agreeable to execute “**Outsourcing of Facility Management Services**” as per scope defined in the Request for Proposal (RfP) No : **400/2016/1122/BYO/ITV dated 28/10/2015** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

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	Issued on: October 28, 2015	

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

13. Annexure XIII – Bank Mandate Form

Annexure – XIII

Bank Mandate Form

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier: _____

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier: _____

City _____

Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR ¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE ²	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

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

Place : _____

Date : _____

Signature of the party / Authorized Signatory

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

^{1,2}: Note on IFSC / MICR

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

14. Annexure XIV – EMD / Bid Security Form

Annexure – XIV

400/2016/1122/BYO/ITV dated 28/10/2015

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of RfP No : **400/2016/1122/BYO/ITV dated 28/10/2015** to supply (Description of Products and Services) (Herein after called the 'the RFP') to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at ----- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ` ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

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

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

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

1. Any time or waiver granted to the vendor;

Annexure	400/2016/1122/BYO/ITV	Page : 23 of 35
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2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three 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 mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

.....

15. Annexure XV – Performance Bank Guarantee

Annexure – XV

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

BANK GUARANTEE

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the SIDBI) having agreed to award a contract to M/s. ' Service Provider Name' having its office at ' Service Provider's Office Address', (hereinafter called "the Service Provider") for "**Outsourcing of Facility Management Services**" on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, interalia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. ₹. _____ (Rupees _____ only), for the due fulfilment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) _____, having its principal/ Head registered office at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No _____ in favour of **Small Industries Development Bank of India (SIDBI)**

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ₹. _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Outsourcing of Facility Management Services**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.

5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____
6. The liability under this guarantee is restricted to ` _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations

hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.

14. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of
(a) its discharge by payment of claims aggregating to ` _____ (Rupees _____) (b)
fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)"
15. All claims under this guarantee will be made payable at (bank name & address) _____
by way of DD payable at Mumbai

In witness where of we have set and subscribed our hand and seal this
..... day of2015.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

16. Annexure XVI – Pre-Contract Integrity Pact

Annexure – XVI

PRE CONTRACT INTEGRITY PACT

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place____ on ---- day of the month of -----, 2015 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to issue RfP for Facility Management Services and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or

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- immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

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

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

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount --- (to be specified in RFP) as Earnest Money/Performance Guarantee/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft on a Pay Order in favour of -----
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid for a period of five years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall

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entitle the BUYER to take all or any one of the following actions, wherever required :-

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

- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

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

8. **Independent Monitors**

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation

to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality

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

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

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11 **Other Legal Actions**

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

12. **Validity**

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

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

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

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to