

**Pre-Bid Meeting on 18/09/2023 – Addendum &  
Clarifications**  
**Procurement of Video based Customer Identification  
process (V-CIP) solution**  
**GEM/2023/B/3904113 dated September 13,2023**

**NOTE :**

1. Bidders are requested to share infrastructure details required for implementation of V-CIP solution, as part of bid document.

S.N.	Page No. of bid document	Section No. of bid document	Clause as per bid document	Bidder Query	SIDBI Comments
1	4	Functional Requirements (Mandatory)	The journey should be compatible across different devices and form factors	If we can get a list of devices & form factors	The application should be responsive in design to function on PCs/Laptops and mobile devices.
2	4	Functional Requirements (Mandatory)	The solution shall ensure that the process is a seamless, real-time, secured, end-to-end encrypted audio-visual interaction with the customer and the quality of the communication is adequate to allow identification of the customer beyond doubt, even on low-bandwidth network	Threshold for low bandwidth network (can we get any value which defines the minimum bandwidth).	Application should function on 3G and above bandwidth
3	4	Functional Requirements (Mandatory)	In case customer has given consent for Offline Aadhaar Validation in the video call / session, solution should have the capability to perform the Offline Verification of Aadhaar (As approved by UIDAI) for identification	Point not clear need more clarification	Application should be able to perform Aadhaar verification based on e-Aadhaar Document XML data generated under Offline Aadhaar Validation mode

S.N.	Page No. of bid document	Section No. of bid document	Clause as per bid document	Bidder Query	SIDBI Comments
4			Solution should have the capability to complete the VKYC process even on low bandwidth on the customer end	Threshold for low bandwidth (can we get any value which defines the minimum bandwidth required on customer end).	Please refer SIDBI response for point number 2
5	4	Functional Requirements (Mandatory)	Provide support and undertake compliance of observations for any future audits from Bank or external regulatory / quasi-regulatory authorities.	Point not clear need more clarification	Service provider need to provide compliance to the audit observations by SIDBI or external auditors on related functioning or/and security or any such other issues.
6	5	Technical requirements (Mandatory)	KYC Link sharing with other agents	The Point needs more clarity, why to share link with other agents/purpose of sharing the link with other agents	KYC process initiated by any SIDBI representative/agent should not be binded/restricted to him only. In case of non availability of the initiating representative/agent, KYC process should be allowed to be completed by other representative/agent.

S.N.	Page No. of bid document	Section No. of bid document	Clause as per bid document	Bidder Query	SIDBI Comments
7		Functional requirements Point no. 24	Solution should also support Non-Assisted Video KYC (Customer will complete the process on their own)	The solution already supports Non-Assisted video verification (the customer can upload the video on his own) & complete his journey without RE agent. Rest of the application is to be verified and processed at the back-end.	Category of Functional requirement-> Point number 24 is changed from Mandatory requirement to Optional requirement. Please see the revised <b><u>Annexure II – Response to Eligibility / pre-qualification criteria</u></b>
8		Technical requirements point no.11	Watermark on Documents	Is this a mandatory requirement? (documents are already stored in encrypted format)	Technical requirements point no.11 – “Watermark on Documents” is a mandatory requirement.

**Annexure II – Response to Eligibility / pre-qualification criteria**

**RfP No. GEM/2023/B/3904113 dated September 13, 2023**

SNo.	Pre-Qualification Criteria	Service provider Compliance (Yes/ No)	Page No. of Response where proof is attached.
1.	The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.		
2.	The bidder should have implemented VCIP solution in at least two Banks/FI/other institution.		
3.	Solution complying to RBI guidelines for V-CIP		
4.	The bidder should have positive Net Worth in last Two (2) FY.		
5.	The Bidder should have an office registered in India.		
6.	Bidder should not have been blacklisted by any government agency/ quasi government agency/ PSU/ BFSI organization as on the last date of submission of Bid.		
7.	The bidder should be either OEM or an authorized partner of the product OEM .		

- **Banks/FI/other institution: Any Bank, All India financial institution/ Insurance Company/ Mutual Funds/NBFC.**

Sr. No.	Feature	Solution compliance (Yes- Available / No- Not Available)
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**Functional Requirements (Mandatory)**

1	Solution should enable customer to come to a Video calling session with a Bank Official. The joining process of the video call should be hassle free for the customer as well as the official. The joining request should be initiated from the Platform of Bank.	
2	VKYC process should be allowed to be initiated by a bank executive and a link can be sent to the customer to join the Video call.	
3	Take permissions from user for conducting video KYC	
4	The journey should be compatible across different devices and form factors.	
5	Entire video call should be recorded and stored along with a customer photograph taken in the session. The solution should	

	store the data/ video/ photos/ PDF documents/ process log etc. on the On-premises infra of the bank. No footprint/trace of the video call/Photograph can reside outside the bank data center.	
6	In case customer has given consent for Offline Aadhaar Validation in the video call / session, solution should have the capability to perform the Offline Verification of Aadhaar (As approved by UIDAI) for identification.	
7	In Case Aadhaar Card is displayed by the customer for Proof of Identity and Proof of Address, the solution must redact or black out the Aadhaar Number in the Video at the time of storage of documents.	
8	The Solution shall capture a clear image of PAN card to be displayed by the customer during the process, except in cases where e-PAN/Form 60 is provided by the customer. The PAN details shall be verified from the database of the issuing authority (Validation API will be provided by Bank if requested).	
9	Live location of the customer (Geotagging) shall be captured to ensure that customer is physically present in India. Address of the customer V-CIP call location to be returned through API via reverse geo- coding technique. Alert to be thrown (in the API response) if the customer is taking the call from a location outside India.	
10	The solution should enable the Bank Official to ensure that photograph of the customer in the Aadhaar/PAN details matches with the customer undertaking the V-CIP and the identification details in Aadhaar/PAN shall match with the details provided by the customer.	
11	The Bank Official should be prompted to ask some questions pertaining to the customer and questions need to be dynamic in nature (i.e. questions in random order for each customer) to ensure that customer interaction is happening real time and not in a pre-recorded video.	
12	In case of offline verification of Aadhaar using XML file or Aadhaar Secure QR Code, it shall be ensured that the XML file or QR code generation date is not older than 3 days from the date of carrying out V-CIP.	
13	There should be an option in the solution to perform audit of the already undertaken V-CIP transactions. Only after audit the VCIP process will be regarded as complete.	
14	The solution shall ensure that the process is a seamless, real-time, secured, end-to-end encrypted audio-visual interaction with the customer and the quality of the communication is	

	adequate to allow identification of the customer beyond doubt, even on low-bandwidth network.	
15	The solution should enable the Bank official to carry out a liveness check in order to guard against spoofing and such other fraudulent manipulations.	
16	Availability of Face Matching feature between the live customer in video and the photograph present in the documents produced by the customer. Bank official should be able to capture his/her manual judgement of face matching in the System.	
17	Client-side sessions should not be started until all requirements for video sessions are met like adequate lighting, adequate network speed, and permissions like camera, mic, geo-location, etc.	
18	Solution should have the capability to complete the VKYC process even on low bandwidth on the customer end.	
19	KYC verification workflow should be customizable as per Bank's requirement.	
20	Provide support and undertake compliances of observations for any future audits from Bank or external regulatory / quasi-regulatory authorities.	
21	Performing OCR of the documents produced by the customer in the video.	
22	Solution should have capability to detect VPN, if used by customer and provide suitable alert to discontinue VCIP transaction.	
23	Solution should preferably have multi-lingual support and must have at least Hindi & English support.	
<b>Functional Requirements (Optional)</b>		
24	Solution should also support Non-Assisted Video KYC (Customer will complete the process on their own).	
<b>Technical requirements (Mandatory)</b>		
<b>Sr. No</b>	<b>Technical Requirements</b>	
1	Integration with Windows Active Directory	
2	Role Management for Agent, Auditor	
3	Two-way Video Calling over Browser and within mobile app	
4	Separate Report for each KYC with data, images and Geo location tagged i.e. After successful completion of the V-CIP process, the system should have option to generate output of V-CIP into softcopy document files ( PDF files )	
5	Screenshot Capture initiated by Agent	
6	Auditor Approval Module	
7	Geo-tagging / location integration with Google Maps	
8	Agent Module access only from Office Network	
<b>Video based Customer Identification Process Solution</b>		<b>Page : 7 of 9</b>

9	Video Recording view	
10	KYC Link sharing with other agents	
11	Watermark on Documents	
12	Aadhar XML Journey	
13	PAN OCR	
14	Provision to capture Wet signature	
15	Data encryption on rest and on transition	
16	Technical & product Support	
17	No limitation on number of concurrent users of the Bank	
18	Provision of generating MIS Reports.	

- ***The references of the customers must be submitted with official contact details for verification. References which cannot be verified with provided contact details may not be considered as valid evidences.***

**The bidder is required to submit list of projects / references in the following format supported by any of the following documents as evidences of having relevant experience:**

1. Copy of Work order / agreement.
2. Relevant credential letters, supporting the claim, from the respective organization along with contact details of the organization.

Sr. No.	Client Name and Location	Project Start Date	Project End Date	Scope / Description of the Project	Contact details (Person name, designation, phone, mobile, email)

Authorized Signatories

Name: \_\_\_\_\_

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

Company Seal:

**Note**

- Service provider response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Service providers 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.
- SIDBI will contact the service provider referenced customer for verifications of facts, the service provider to ensure that the customer is intimated. Further in case SIDBI feels to visit



the site, the service provider to take necessary approvals for the same. SIDBI will not make any separate request to the service providers customers.

- Proposal of the service providers are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

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भारतीय लघु उद्योग विकास बैंक

**Small Industries Development Bank of India**

वीडियो आधारित ग्राहक पहचान प्रक्रिया समाधान की खरीद  
हेतु प्रस्ताव का आमंत्रण

**REQUEST FOR PROPOSAL (RFP) FOR  
PROCUREMENT OF VIDEO BASED CUSTOMER IDENTIFICATION  
PROCESS (V-CIP) SOLUTION  
(TERMS, CONDITIONS AND ANNEXURES)**

**Notice of Confidentiality:**

*This document, its appendices, and all annexes, are the property of Small Industries Development Bank of India (SIDBI). Use of contents of document, its appendices, and all annexes is, provided to you for the sole purpose of responding to this Request for Proposal. It may not be otherwise copied, distributed or recorded on any medium, electronic or otherwise without SIDBI's express written permission.*

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## 1. Terms and Conditions

### 1.1 General

1. The Service providers are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the service provider's own risk.
2. Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Service provider must take into consideration each and every line of this RfP document as a whole while responding. Service provider must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected service provider to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of service provider's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
3. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Service provider, the RFP shall be the governing document for arrangement between the Bank and the Service providers.
4. SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. SIDBI reserves the right to make any changes in the terms and conditions of purchase. SIDBI will not be obliged to meet and have discussions with any Service provider and / or to respond to any representations.
5. SIDBI reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website.
6. Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Service providers' responses would not be incorporated automatically in the RFP document.
7. SIDBI reserves the right to change the required specifications and ask for the revised bids or cancel the process without assigning any reasons.
8. The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RfP, on end-to-end solution basis.
9. The Service provider shall promptly notify SIDBI of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.

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## 1.2 Clarification of Bids

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1. The service provider or its official representative is invited to attend pre-bid meeting. It would be the responsibility of the Service providers representatives to be present for the meeting.
2. Clarification sought by service provider should be made in writing (E-mail) and submitted at least one day prior to the date of pre-bid meeting. Bank has discretion to consider any other queries raised by the service provider's representative during the pre-bid meeting.
3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on GeM portal and on the SIDBI website. No individual clarifications will be sent to the service providers. It would be responsibility of the service provider to check the website before final submission of bids.
4. During evaluation of Bids, the Bank, at its discretion, may ask the Service providers for clarifications of their Bids. The request for clarification and the response shall be in writing (e-Mail) and no change in the price of substance of the Bid shall be sought, offered or permitted.
5. Service provider to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

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## 1.3 Amendment to the bidding document

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1. At any time prior to the deadline for submission of Bids, SIDBI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Service provider(s), modify the RFP by amendment and same will be placed on the bank's website for information of all prospective Service providers.
2. The amendment will be posted on Bank's website [www.sidbi.in](http://www.sidbi.in) and GeM portal.
3. All Service providers 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 service provider.
4. In order to allow prospective Service providers 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.

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## 1.4 Governing Language

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1. The bid prepared by the Bidder, all the correspondence and documents exchanged between the bidder and the Bank relating to the bid, other supporting documents and printed literature shall be written in English.
2. The Contract/ agreement to be entered between the bidder and the Bank shall be written in English. All correspondence and other documents pertaining to the Contract/ agreement, which are exchanged between the parties, shall be written in English.

3. The technical documentation involving detailed instruction for operation and maintenance, users' Manual etc. are to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

## 1.5 Rules for Responding to the RFP

4. The responses to the RfP would be deemed to be legal documents and will form part of the final contract. Service providers are required to attach a 'Letter of competence' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in [Annexure-XIV](#).
5. Service providers shall have the opportunity to clarify doubts pertaining to the RfP in order to clarify any issues they may have prior to finalizing their responses. All questions are to be submitted to the contact details mentioned and should be received by the point of contact one day prior to pre-bid meeting date of this RfP document. Responses to inquiries and any other corrections and amendment will be made available on bank's website. The Service provider, which posed the question, will remain anonymous.
6. Any part of the response either technical or commercial bid, submitted by the service provider cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the bank.
7. SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Service provider if in the opinion of SIDBI, the information furnished is incomplete or the Service provider does not qualify for the contract.
8. The bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be rejected.
9. The Service provider must submit the response exactly in the formats mentioned in this RfP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. SIDBI would be at discretion to reject the response of the service provider in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant additional information.
10. By submitting a proposal, the Service provider agrees to promptly contract with SIDBI for any work awarded to the Service provider. Failure on the part of the awarded Service provider to execute a valid contract with SIDBI within stipulated time will relieve SIDBI of any obligation to the Service provider and a different Service provider may be selected.
11. Any additional or different terms and conditions proposed by the Service provider would be rejected unless expressly assented to in writing by SIDBI.
12. SIDBI would not assume any expenses incurred by the Service provider in preparation of the response to this RfP and also would not return the bid to the Service provider.
13. SIDBI shall not be liable for costs incurred during any discussion on proposals or proposed contracts or for any work performed in connection therewith.
14. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be

completely filled up. Correct technical information / description of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

15. Responses received become the property of SIDBI and can't be returned. Information provided by each Service provider will be held in confidence and will be used for the sole purpose of evaluating a potential business relationship with the Service provider.
16. The Service providers shall adhere to the terms of this RfP document and shall not deviate from the same. If the Service providers have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RfP. The Bank reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion and shall not be obliged to furnish any reason for exercising such right.

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## 1.6 Conflict of Interest

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1. In this tender, either the bidder on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same product.

If a bidder submits bid on behalf of the Principal/ OEM, the same bidder shall not submit a bid on behalf of another Principal/ OEM for the same product.

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## 1.7 SIDBI Bank Details

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Bank Name	STATE BANK OF INDIA, ASHOK MARG, LUCKNOW
IFSC Code	<b>SBIN0003347</b>
Account Number	<b>37819113150</b>

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## 1.8 Contract Period

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2. Contract shall be valid for Three years from the date of Go-Live. Initially, order will be placed for one year with selected service provider and the same will be renewed on yearly basis based on review of satisfactory performance during past year.
3. If so decided by SIDBI, the contract may be further extended on mutually agreed commercial terms, comparable to prevailing market rate for the same service.

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## 1.9 Bid Security & Performance Guarantee

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### 1.9.1 Bid Security / Earnest Money Deposit (EMD)



1. All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 80,000/- in the form of Demand Draft/ Pay Order/RTGS OR Bank guarantee issued by a scheduled commercial bank.
  2. Demand Draft/Pay order should be in favour of "Small Industries Development Bank of India" payable at Mumbai or in the form of Performance Security. The Demand Draft/ Pay Order should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank.
  3. Format of EMD/ Bid Security is prescribed in "**Annexure VIII – EMD / Bid Security Form**". Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
  4. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
  5. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
    - i. In case the Service provider withdraws the bid prior to validity period of the bid for any reason whatsoever;
    - ii. Service provider makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
    - iii. In case the successful Service provider fails to accept LOI and sign the contract as specified in this document within time stipulated by SIDBI for any reason whatsoever; or
    - iv. Expresses inability to carryout the contract
    - v. In case the successful Service provider fails to provide the performance guarantee within 30 days from the date of issuing the LOI/ placing the order by the Bank or signing of the contract, whichever is earlier, for any reason whatsoever.
- Besides forfeiting the EMD, the Bank may ban the service provider from subsequent bidding for a period of not less than 3 years.
6. The EMD amount/ BG of all unsuccessful service providers would be refunded immediately upon occurrence of any the following events, whichever is earlier:
    - i. Issue of Letter of Intent/ Purchase order to the successful service provider **OR**
    - ii. The end of the bid validity period, including extended period (if any), **OR**
    - iii. Receipt of the signed contract and performance security from the successful service provider.
  7. Successful service provider will be refunded the EMD amount only after submission of Performance Bank Guarantee as mentioned in Performance Bank Guarantee (PBG) section.
  8. No interest will be paid on EMD.
  9. Request for exemption from EMD will not be entertained.

### **1.9.2 Performance Bank Guarantee (PBG)**

1. The successful Service provider shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the contract value. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.
2. The performance guarantee will be valid till at least three months beyond the expiry of the contract period.
3. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Service provider. The guarantee should be from a scheduled commercial bank only.
4. In case of expiry of BG prior to project completion, the service provider will be required to renew the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
5. The Performance Bank Guarantee would be returned to the successful Service provider after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Service provider.
6. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract/ order or otherwise if the Successful Service provider fails to fulfill any of the terms of contract/ order or commits breach of any terms and conditions of the contract.
7. On faithful execution of contract in all respects, the Performance Guarantee of the Service provider shall be released by SIDBI.
8. Time shall be the essence of the contract/ order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Service provider, which in the opinion of SIDBI should entitle the Service provider to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Service provider of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Service provider would be required to extend the validity period of the performance guarantee accordingly.

## **1.10 Forfeiture of performance security**

1. 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 service provider's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Service provider in the event of the security being not enough to fully cover the loss/ damage.

2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Service provider.

### **1.11 Violation of terms**

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **1.12 Procurement Policy on Micro and Small Enterprises (MSEs)**

1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
4. Agencies/ Service providers desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/ RFP. However, division of order not possible, hence no cost preference.
5. Service provider is required to inform its MSME status as applicable.

### **1.13 Restriction on Procurement Due to National Security**

1. Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security. Refer section xxx of RfP.
2. The bidder and OEM have to submit an undertaking (format enclosed in the Annexure XII of RfP) along with the eligibility bid duly signed by authorised signatory.

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## 1.14 Public Procurement (Preference to Make in India)

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1. The Bidder shall be required to provide self-certification as per Annexure – XIII (along with the bid that the item offered meets the 'minimum local content' and shall give details of the location(s) at which the local value addition is made, in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017.
2. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Any claim made after submission of the tender or submission of these information/ documents regarding claim for preferential treatment shall not be considered. Further, firms seeking these considerations shall be fully responsible for the truthfulness and authenticity of their claim for these benefits.
4. 'Class-II local suppliers' will not get any purchase preference.

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## 1.15 Period of Validity of Bids

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1. Prices and other terms offered by Service providers must be firm for an acceptance period of Three (3) months from last date for submission of bids.
2. In exceptional circumstances the Bank may solicit the Service providers consent to an extension of the period of validity. The request and response thereto shall be made in writing.
3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

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## 1.16 Deadline for submission of Bids

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1. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
2. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Service providers previously subject to the deadline will thereafter be subject to the deadline as extended.

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## 1.17 Late Bids

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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 service provider.

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## 1.18 Modification And/ Or Withdrawal of Bids

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1. The Service provider 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.
2. The Bid modification or withdrawal notice must be on service provider's letterhead, signed by authorized signatory and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
3. No bid may be modified or withdrawn after the deadline for submission of bids.
4. Bank reserves its right, at any stage, to terminate the process, reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt/ non-delivery of the bid documents due to any reason whatsoever.

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## 1.19 Preliminary Examinations

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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.
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 Service provider.
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, 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.
4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Service provider by correction of the nonconformity.
5. Bids without EMD/ Bid security in the proper form and manner will be considered non-responsive and rejected.
6. The Service provider 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 Service provider's risk and may result in the rejection of its Bid.

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## 1.20 Use of Contract Documents and Information

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1. The service provider 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 with, to any person other than a person employed by the Service provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2. The Service provider 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.

## 1.21 Rules for Evaluation of Responses

1. All the responsive bids will be evaluated as per the procedure detailed in **Evaluation Methodology**.
2. All the documentary proofs are to be submitted along with the bid in this regard.
3. To assist in the scrutiny, evaluation and comparison of responses/ offers, SIDBI may, at its discretion, ask some or all Service providers for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. SIDBI has the right to disqualify the Service provider whose clarification is not received by SIDBI by the stipulated time or is found not suitable to the proposed project.
4. SIDBI may appoint the services of an external consultant for evaluation of the bid proposal.
5. Service providers must not present any reference as credential for which it is not in a position to present the verifiable facts/ documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
6. SIDBI may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of SIDBI contains any false or misleading claims or statements. SIDBI shall not be liable to any person for excluding or rejecting any such proposal.
7. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any service provider.
8. SIDBI reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document. SIDBI would not give any clarification/ explanation to the concerned service provider in case of such rejection.
9. SIDBI reserves the right to modify the evaluation process at any time during the Tender process (before submission of eligibility and commercial responses by the prospective service provider), without assigning any reason, whatsoever and without any requirement of intimating the Service providers of any such change.
10. SIDBI will award the Contract to the successful Service provider whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Service provider is determined to be qualified to perform the contract satisfactorily. However, SIDBI shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

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## 1.22 Contacting the Bank

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1. After opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank, service provider shall NOT contact the Bank on any matter relating to its Bid.
2. Any effort by the Service provider to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Service provider's Bid.

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## 1.23 Award of Contract

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1. The Bank will award the contract to the successful Service provider, out of the Service providers 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 L1 Service provider**.
2. Initially the order will be placed for "Fixed Cost" items. The "Optional Cost" items would be taken-up as and when required by SIDBI.

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## 1.24 Conditional Bids

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

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## 1.25 Commercial Bid

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1. **Currency** - The Service provider is required to quote in Indian Rupees ('INR' / '₹'). Bids in currencies other than INR may not be considered.
2. **Tax** - The prices quoted would include all costs such as GST, transportation, out of pocket expenses, lodging and boarding expenses, service tax, Education cess, etc., that need to be incurred (at current rate). No additional cost whatsoever would be paid.
3. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.
4. It would be service provider's responsibility to identify and factor cost of each and every commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected service provider (Service Provider) has to provide the services at its own cost. However, if anything is missed out by SIDBI in the RfP document, SIDBI would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Service Provider for similar such item.
5. The Commercial Bid should be strictly as per format mentioned in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.

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## 1.26 No Commitment to Accept Lowest or Any Offer

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1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Bank will not be obliged to meet and have discussions with any service provider and/or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

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## 1.27 Acceptance of the Services

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The selected Service Provider need to make all arrangement to start forward transition process as and when asked by SIDBI from our existing service provider and be in position to deliver the services. The services will be accepted once all the requisite services/ deliveries have been commenced as per scope to the satisfaction of SIDBI. Service provider must obtain the signature of acceptance from SIDBI at appropriate time.

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## 1.28 Ownership of Delivered Items

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1. The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services/products under the contract and be responsible for the services/products delivered. All the deliverables as per the scope of contract will become the property of the Bank.
2. The Bank has the sole ownership of and the right to use, all data that may be in possession of the Bidder or its representative while performing the services under the agreement that may be entered into. All documents, report, information, data etc. collected and prepared by Bidder in connection with the scope of work submitted to the bank will be property of the Bank. The Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by the bank for carrying out of any services with any third parties. Bidder shall not without the prior written consent of the bank be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

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## 1.29 Application Integrity Statement

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The selected Bidder, who will be awarded the contract, will be required to provide application integrity statement, in the format as prescribed by bank, along with acceptance of the purchase order, declaring the software shall be free of any malware, free of any obvious bugs and free of any covert channels in the code. Bidder will follow industry standards viz. Open Web Application Security Project (OWASP) guidelines during software development/ maintenance.



### **1.30 Change in Name of Bidding Company**

Normally, the Order will be placed on the successful bidder as per the details given in this document. But, if there is any change in name/ address/ constitution of the bidding Firm/ Company at any time after the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account of such a change the Firm/ Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank will be final.

### **1.31 Taken / Brought over of Company**

Subsequent to the issuing of purchase order(PO) or signing of the contract by SIDBI, in the event of bidder or the concerned OEM being taken/ brought over by another company, all the obligations and execution of responsibilities under the PO / contract with SIDBI should be passed on during the negotiation for compliance and execution by the new company .

### **1.32 Execution of Agreement and NDA**

1. The selected service provider should execute agreement with the Bank which will remain valid for at least 3 (three) years. The agreement would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank which will include a Non-disclosure Agreement clause.
2. The agreement with Non-disclosure agreement clauses should be executed within three weeks from the date of purchase order.

### **1.33 Termination**

1. The contract shall commence on the effective date and continue for a period of Three year thereafter. If so desired by SIDBI, contract may be extended for a maximum period of 12 months on the same terms and conditions.
2. SIDBI reserves the right to discontinue any of the services categories as given in scope of work along with optional services as mentioned in the commercial bid from the selected service provider during the contract period. In this regard, decision of SIDBI will be binding and final.
3. Bank shall have the option to terminate the contract, in whole or in part by giving the Successful Service provider/ Service Provider at least 90 (ninety days) prior notice in writing. Without prejudice to the generality of the foregoing, the Bank will be entitled to terminate the contract, if Service provider breaches any of its obligations set forth in this RFP and subsequent contract and
  - a. Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- b. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Service provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.
4. The successful Service provider shall not have any right to terminate the contract entered into subsequent to this RfP for convenience. However, without prejudice to the generality of the foregoing, the successful Service provider will be entitled to terminate the agreement entered into subsequent to this RfP, if:
  - a. Bank materially breaches any of its obligations set forth in this Tender and subsequent Agreement; and
  - b. Such breach is not cured within thirty (30) Working Days after Service provider gives written notice, or
  - c. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bank to provide Service provider, within thirty (30) Working Days, with a reasonable plan to cure such breach.
5. This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:
  - a. The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
  - b. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty-one (21) days;
  - c. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
  - d. The other Party becomes the subject of a court order for its winding up.
6. Either Party shall have the immediate right to terminate this Tender and subsequent contract upon written notice to the other Party in the event that such other Party ceases to be in operation or ceases to do business in India.
7. Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written thirty (30) days' notice sent to the bidder, may terminate the Contract, in whole or in part, at any time during the contract period. The notice of termination shall specify the brief reason for such termination, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.
8. Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.
9. Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay all the undisputed fees outstanding till the date

of termination to the Service Provider, within thirty (30) days of completion of the reverse transition period.

10. Upon the termination or expiry of this Tender and subsequent Agreement:
- The rights granted to Service provider shall immediately terminate.
  - Upon Bank's request, with respect to, (i) any agreements for development/maintenance, services or other third-party services used by Service provider to provide the Services; and (ii) the assignable agreements, Service provider shall, use its reasonable commercial endeavours to assign such agreements to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
  - Upon Bank's request in writing, Service provider will be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

### **1.34 Subcontracting**

Subcontracting is generally not allowed. The service provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by the service provider under the contract without the prior written consent of the SIDBI.

### **1.35 Applicable laws**

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

- Compliance with all applicable laws: The Service provider 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/ resource/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- Compliance in obtaining approvals/ permissions/ licenses: The Service provider 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/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the service provider.

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### 1.36 No Employer-Employee Relationship

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The selected service provider during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly

1. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering the services in relation to the contract; or
2. Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.
3. The selected Bidder or any of its holding/subsidiary/joint-venture/ affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with SIDBI or any of its employees/ officers/ staff/ representatives/ personnel/agents. Staff deployed by the bidder shall never be deemed to be appointed by SIDBI nor shall they be under its service conditions.

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### 1.37 Rights to Visit

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1. All records of the Service provider with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine and make excerpts or transcripts of all relevant data.
2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Service provider or where the services are being rendered by the service provider.
3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Service provider's premises with prior notice to ensure that data provided by the Bank is not misused. The Service provider will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.
4. The right to visit under these clauses shall be restricted to physical files related to this arrangement. Visit shall be conducted during normal business hours and on normal working days after informing the service provider in advance.

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### 1.38 Audit

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1. The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services, including Hardware, Software provided to the Bank and services under the RfP/subsequent PO and the bidder shall extend all cooperation in this regard.

2. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.
3. Audit under this clause shall be restricted to physical files related to this arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.
4. The bank will also carry out annual review of the contract to ascertain the financial stability of the bidder in addition to the performance and service reliability. The bidder is required to submit the audited balance sheet and CA certificate, etc.
5. Service provider shall allow RBI or its authorised persons to access the Bank's document, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time as prescribed by RBI or SIDBI. In the event that these are not made accessible to RBI within prescribed reasonable time, Bank shall have the right to recover the amount payable to RBI towards supervisory fees, if any.

### **1.39 IPR Infringement**

As part of this project service provider will use software/ tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/ used by Service provider under this project.

### **1.40 Indemnity**

1. The Service provider shall indemnify the Bank and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
  - a. Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by Service provider under this RfP document; and/or any subsequent agreement; and/or
  - b. An act or omission of the Service provider, employees, agents, sub contractors in the performance of the obligations of the Service provider under this RfP document or any subsequent agreement; and/or
  - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service provider, against the Bank; and/or
  - d. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Service provider under this RfP document and/or of the agreement to be entered subsequent this RfP; and/ or

- e. Negligence or gross misconduct attributable to the Service provider or its employees or sub-contractors.
  - f. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - g. Breach of confidentiality obligations of the Service provider contained in this RfP document; and/ or
  - h. The use of unlicensed and illegal Software and/or allied components by the successful Service provider
2. The Service provider will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
- a. Notifies the Service provider in writing; and
  - b. Cooperates with the Service provider in the defence and settlement of the claims.
3. The Service provider shall not be liable for defects or non-conformance resulting from:
- a. Software, hardware, interfacing not approved by Service provider; or
  - b. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
  - c. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
  - d. Modification of a Deliverable by anyone other than Service provider where the unmodified version of the Deliverable would not be infringing.

## 1.41 Limitation of liabilities

1. The maximum aggregate liability of Service Provider, subject to s.no. 3 hereunder, in respect of any claims, losses, costs or damages arising out of or in connection with the RfP/subsequent contract shall not exceed the total contract value.
2. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
3. The limitations set forth in s.no.1 hereabove shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to Clause infringement of third party Intellectual Property Right;
  - b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations ;
  - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such

guidelines were brought to the notice of Service Provider and applicable to current scope of work.

4. For the purpose of s.no. 3(b) hereabove the definition of “Gross Negligence “ and “Willful Misconduct” are as follows:
- a) **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.
  - b) **“Willful Misconduct”** means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

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## 1.42 Vicarious Liability

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The selected bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the selected bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected bidder, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the bidder shall be paid by the selected bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected bidder’s employees, agents, contractors, subcontractors etc. The selected bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected bidder’s employees, agents, contractors, subcontractors etc.

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## 1.43 Confidentiality and Non-disclosure

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1. The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available in whole or in part by the Recipient to any other person. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

2. This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.
3. The bidder shall take all necessary precautions to ensure that all confidential information shared by the Bank are treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information.
4. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.
5. "Confidential Information" means any and all information that is or has been received by the Bidder ("Receiving Party") from the Bank ("Disclosing Party") and that:
  - a) relates to the Disclosing Party; and
  - b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
  - c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
6. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.
7. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
8. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
9. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
10. In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
  - a) Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;



- b) Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- c) Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this document; and h) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
11. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
- a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
- b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
- c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any hardware or other device in its possession or under its custody and control; and
- d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
12. The restrictions in the preceding clause shall not apply to:
- a) Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- b) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such

requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

- c) The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

13. The shortlisted bidder shall be required to execute a Non-Disclosure Agreement as per format provided by the Bank.

## 1.44 Pre-Contract integrity pact

1. IP is an agreement between the prospective vendors/ bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
2. The bidder has to submit signed Pre-Contract Integrity Pact (IP) as per the format at **Annexure-X** on the non-judicial stamp paper of requisite value (cost of stamp paper to be borne by the bidder) applicable at the place of its first execution.

## 1.45 Independent External Monitor

The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri Sanjay Kumar Srivastava as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows:

स्वतंत्र बाह्य मॉनिटर/ Independent External Monitor	
श्री संजय कुमार श्रीवास्तव, आईएएस (Retd.) अपार्टमेंट टी-06 बी, विंडसर कोर्ट, डीएलएफ चरण IV, गुडगांव, 122009 मोबाइल: 9910059472 ईमेल: sksrivastava_7854@rediffmail.com	Shri Sanjay Kumar Srivastava, IAS (Retd.) Apartment T-06 B, Windsor Court, DLF Phase IV, Gurgaon, 122009 Mobile: 9910059472 Email: sksrivastava_7854@rediffmail.com

## 1.46 Corrupt and fraudulent practice

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:
  - a) **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
  - b) **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the **detriment** of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
  - c) **“Coercive practice”** means impairing or harming or **threatening** to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or **arrangement among** Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
2. The Bank reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
3. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
4. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder’s bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
5. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of bidder.

## 1.47 Resolution of Disputes

1. It will be the Bank’s endeavour to resolve amicably any disputes or differences that may arise between the Bank and the Service provider from misconstruing the meaning and operation of the Tender and the breach that may result.

2. In case of Dispute or difference arising between the Bank and a Service provider 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 Service provider 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.
3. The Service provider shall continue to 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.
4. 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.
5. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
6. 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.
7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
8. No conflict between Service provider and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

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## 1.48 Grievances Redressal Mechanism

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Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RFP.

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## 1.49 Force Majeure

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1. The Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract subsequent to the RFP is the result of an event of Force Majeure.
2. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and /or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

3. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months SIDBI and the successful bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
5. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

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## 1.50 Miscellaneous

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1. Service provider is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures.
2. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
3. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
4. Service provider shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
5. Any publicity by Service provider in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.
6. Service provider is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority and abide by directives issued by SIDBI that are consistent with the terms of the order. Service provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
7. SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.
8. Personnel engaged by the service provider for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the service provider and they shall have no claim to be appointed in the services of the bank. Service provider shall take suitable measures for them in this regard.
9. In order to perform the services, the service provider must obtain at its sole account, necessary assignments, permits and authorizations from title holder of corresponding patents, models, trademarks, names or other protected rights and shall keep SIDBI harmless and indemnify SIDBI from and against claims, proceedings, damages, costs and

- expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
10. All documents, report, information, data etc. collected and prepared by service provider in connection with the scope of work submitted to SIDBI will be property of the Bank. The service provider shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. The service provider / service provider shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.
  11. The Bank shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules supplied by service provider as part of procurement under the RFP. It is expressly agreed that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the service provider.
  12. The selected Service provider or any of its holding/ subsidiary/ joint-venture/ affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents shall not, under any circumstances, be deemed to have any employer- employee relationship with the Bank or any of its employees/ officers/ staff/ representatives/ personnel/ agents. Staff deployed by the service provider shall never be deemed to be appointed by the Bank nor shall they be under its service conditions. The Service Provider should ensure statutory and regulatory compliance towards ESIC, EPFO, minimum wage requirements with regard to such staff as may be applicable from time to time.
  13. Information provided under this RfP and subsequent agreement, if any, is confidential and neither party shall at any time, either during the association or at any time thereafter, divulge either directly or indirectly to any person, firm or company, business entity, or other organization whatsoever. The confidentiality obligations shall survive the expiry or termination of this agreement between the service provider and the Bank.

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## 2. Annexures

### Annexure I – General Information about Service provider

RfP No. **GEM/2023/B/3904113** dated **September 13, 2023**

SNo.	Description	Service provider's response
1	Name of the service provider company (Registered name of the bidding Company)	
2	Details of Incorporation of the Company.	Date: Ref. No.:
3	Status of Company. Documentary proof enclosed. (Yes/No)	
4	Website of Company	www.
5	<b>Address of Registered Office with contact numbers.</b>	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
6	<b>Address for Correspondence (if different from above).</b>	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
7	<b>MSME Status (Tick appropriate).</b>	
A	Company <b>does not qualify</b> the status of MSE.	
B	Company <b>does qualify</b> the MSE status.	
C	SC/ST	
D	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No).	
8	<b>PAN No.</b> Copy of PAN enclosed. (Yes/No)	
9	<b>GSTIN No.</b> Copy of GST enclosed. (Yes/No)	
10	<b>Sales Tax Registration No.</b> Copy of Sales Tax certificate enclosed. (Yes/No)	
11	<b>Service Tax Registration No.</b> Copy of Service Tax certificate enclosed. (Yes/No)	

SNo.	Description	Service provider's response	
12	<b>Contact Details of Service provider's authorized representative to make commitments to SIDBI.</b>		
A	Name		
B	Designation		
C	Land Line No. (with STD code)		
D	Mobile No.		
E	Fax No. (with STD code)		
F	Mail Id		
13	<b>Financials (for last three years)</b>		
	<b>Parameter</b>	<b>FY</b>	<b>Amount in lakh</b>
A	Annual Turnover	2020 - 2021	
		2021 - 2022	
		2022 - 2023	
B	Cash Profit	2020 - 2021	
		2021 - 2022	
		2022 - 2023	
C	Net worth	2020 - 2021	
		2021 - 2022	
		2022 - 2023	
D	CA certificate attached for a, b, c above.	<b>(Yes/ No)</b>	
E	1. Audited balance sheet and 2. P/L account attached.	<b>(Yes/ No)</b>	



**Annexure II – Response to Eligibility / pre-qualification criteria**

RFP No. **GEM/2023/B/3904113 dated September 13, 2023**

SNo.	Pre-Qualification Criteria	Service provider Compliance (Yes/ No)	Page No. of Response where proof is attached.
1.	The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.		
2.	The bidder should have implemented VCIP solution in at least two Banks/FI/other institution.		
3.	Solution complying to RBI guidelines for V-CIP		
4.	The bidder should have positive Net Worth in last Two (2) FY.		
5.	The Bidder should have an office registered in India.		
6.	Bidder should not have been blacklisted by any government agency/ quasi government agency/ PSU/ BFSI organization as on the last date of submission of Bid.		
7.	The bidder should be either OEM or an authorized partner of the product OEM.		

- **Banks/FI/other institution: Any Bank, All India financial institution/ Insurance Company/ Mutual Funds/NBFC.**

Sr. No.	Feature	Solution compliance (Yes- Available / No- Not Available)
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**Functional Requirements (Mandatory)**

1	Solution should enable customer to come to a Video calling session with a Bank Official. The joining process of the video call should be hassle free for the customer as well as the official. The joining request should be initiated from the Platform of Bank.	
2	VKYC process should be allowed to be initiated by a bank executive and a link can be sent to the customer to join the Video call.	
3	Take permissions from user for conducting video KYC	

4	The journey should be compatible across different devices and form factors.	
5	Entire video call should be recorded and stored along with a customer photograph taken in the session. The solution should store the data/ video/ photos/ PDF documents/ process log etc. on the On-premises infra of the bank. No footprint/trace of the video call/Photograph can reside outside the bank data center.	
6	In case customer has given consent for Offline Aadhaar Validation in the video call / session, solution should have the capability to perform the Offline Verification of Aadhaar (As approved by UIDAI) for identification.	
7	In Case Aadhaar Card is displayed by the customer for Proof of Identity and Proof of Address, the solution must redact or black out the Aadhaar Number in the Video at the time of storage of documents.	
8	The Solution shall capture a clear image of PAN card to be displayed by the customer during the process, except in cases where e-PAN/Form 60 is provided by the customer. The PAN details shall be verified from the database of the issuing authority (Validation API will be provided by Bank if requested).	
9	Live location of the customer (Geotagging) shall be captured to ensure that customer is physically present in India. Address of the customer V-CIP call location to be returned through API via reverse geo- coding technique. Alert to be thrown (in the API response) if the customer is taking the call from a location outside India.	
10	The solution should enable the Bank Official to ensure that photograph of the customer in the Aadhaar/PAN details matches with the customer undertaking the V-CIP and the identification details in Aadhaar/PAN shall match with the details provided by the customer.	
11	The Bank Official should be prompted to ask some questions pertaining to the customer and questions need to be dynamic in nature (i.e. questions in random order for each customer) to ensure that customer interaction is happening real time and not in a pre-recorded video.	

12	In case of offline verification of Aadhaar using XML file or Aadhaar Secure QR Code, it shall be ensured that the XML file or QR code generation date is not older than 3 days from the date of carrying out V-CIP.	
13	There should be an option in the solution to perform audit of the already undertaken V-CIP transactions. Only after audit the VCIP process will be regarded as complete.	
14	The solution shall ensure that the process is a seamless, real-time, secured, end-to-end encrypted audio-visual interaction with the customer and the quality of the communication is adequate to allow identification of the customer beyond doubt, even on low-bandwidth network.	
15	The solution should enable the Bank official to carry out a liveness check in order to guard against spoofing and such other fraudulent manipulations.	
16	Availability of Face Matching feature between the live customer in video and the photograph present in the documents produced by the customer. Bank official should be able to capture his/her manual judgement of face matching in the System.	
17	Client-side sessions should not be started until all requirements for video sessions are met like adequate lighting, adequate network speed, and permissions like camera, mic, geo-location, etc.	
18	Solution should have the capability to complete the VKYC process even on low bandwidth on the customer end.	
19	KYC verification workflow should be customizable as per Bank's requirement.	
20	Provide support and undertake compliances of observations for any future audits from Bank or external regulatory / quasi-regulatory authorities.	
21	Performing OCR of the documents produced by the customer in the video.	
22	Solution should have capability to detect VPN, if used by customer and provide suitable alert to discontinue VCIP transaction.	
23	Solution should preferably have multi-lingual support and must have at least Hindi & English support.	
24	Solution should also support Non-Assisted Video KYC (Customer will complete the process on their own).	
<b>Technical requirements (Mandatory)</b>		

Sr. No	Technical Requirements	
1	Integration with Windows Active Directory	
2	Role Management for Agent, Auditor	
3	Two-way Video Calling over Browser and within mobile app	
4	Separate Report for each KYC with data, images and Geo location tagged i.e. After successful completion of the V-CIP process, the system should have option to generate output of V-CIP into softcopy document files ( PDF files )	
5	Screenshot Capture initiated by Agent	
6	Auditor Approval Module	
7	Geo-tagging / location integration with Google Maps	
8	Agent Module access only from Office Network	
9	Video Recording view	
10	KYC Link sharing with other agents	
11	Watermark on Documents	
12	Aadhar XML Journey	
13	PAN OCR	
14	Provision to capture Wet signature	
15	Data encryption on rest and on transition	
16	Technical & product Support	
17	No limitation on number of concurrent users of the Bank	
18	Provision of generating MIS Reports.	

- ***The references of the customers must be submitted with official contact details for verification. References which cannot be verified with provided contact details may not be considered as valid evidences.***

**The bidder is required to submit list of projects / references in the following format supported by any of the following documents as evidences of having relevant experience:**

1. Copy of Work order / agreement.
2. Relevant credential letters, supporting the claim, from the respective organization along with contact details of the organization.

Sr. No.	Client Name and Location	Project Start Date	Project End Date	Scope / Description of the Project	Contact details (Person name, designation, phone, mobile, email)

Authorized Signatories

Name: \_\_\_\_\_

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

Company Seal:

**Note**

- Service provider response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Service providers 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.
- SIDBI will contact the service provider referenced customer for verifications of facts, the service provider to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the service provider to take necessary approvals for the same. SIDBI will not make any separate request to the service providers customers.
- Proposal of the service providers are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

**Annexure III – Declaration regarding Clean Track Record**  
**(To be submitted on Service Providers Company letter head)**

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

The General Manager (ITV)  
Small Industries Development Bank of India,  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow - 226001

Madam/ Dear Sir,

**Declaration regarding Clean Track Record**

I have carefully gone through the Terms & Conditions contained in the **RfP No. GEM/2023/B/3904113 dated September 13, 2023** regarding selection of the Service Provider for **Procurement of V-CIP Solution** for a period of three 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 -II** is true and correct and also able to perform this contract as per RFP document.

Authorized Signatories

Name: \_\_\_\_\_

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

Company Seal:

**Annexure IV – Statement of Deviations**

**RFP No. GEM/2023/B/3904113 dated September 13, 2023**

**(To be submitted on Service Providers Company letter head)**

Service provider is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document 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 service provider to submit a revised commercial bid. Clarifications given in Pre-bid will not be further entertained.

S.N.	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

Authorized Signatories

Name: \_\_\_\_\_

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

Company Seal:

**Annexure V – Letter of Conformity**

**(To be submitted on Service Providers Company letter head)**

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

The General Manager (ITV)  
Small Industries Development Bank of India,  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow – 226001

Madam/ Dear Sir,

**Letter of Conformity**

**RfP No. GEM/2023/B/3904113 dated September 13, 2023**

We, the undersigned service providers, having read and examined along with terms and conditions the aforesaid RfP document on "SIDBI Website Design, Maintenance, Development & Support", 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-IV** 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.

Authorized Signatories

Name: \_\_\_\_\_

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

Company Seal:



**Annexure – VI Non-Disclosure Agreement**

**NON-DISCLOSURE AGREEMENT**

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

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “ **Procurement of V-CIP Solution**” as per scope defined in the Request for Proposal **RfP No. GEM/2023/B/3904113 dated September 13, 2023** for Small Industries Development Bank of India, having its registered office \_\_\_\_\_, 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:

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.

Authorised Signatory

Name:

Designation:

Office Seal:

**Annexure – VII 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 / Service Provider / supplier: -

\_\_\_\_\_

2. Service Provider Code (if applicable):

\_\_\_\_\_

3. Address of the Borrower/ vendor/ supplier: \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ Pin Code \_\_\_\_\_

E-mail id: \_\_\_\_\_ ne No. with STD code: \_\_\_\_\_ Mobile No.:

\_\_\_\_\_Permanent Account Number \_\_\_\_\_

GSTIN \_\_\_\_\_ GSTIN State \_\_\_\_\_

MSME 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)		
<b>(Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE2	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 Authorized Official from the Bank]

**Annexure – VIII EMD/ Bid Security Form**

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

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

WHEREAS ..... (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal **RfP No. GEM/2023/B/3904113 dated September 13, 2023** for **Procurement of V-CIP Solution** (Herein after called the 'the RFP') to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Service Provider 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 Service Provider 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;
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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 Service Provider 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 six 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 .....

**Annexure IX – Performance Bank Guarantee**

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

**BANK GUARANTEE**

**Small Industries Development Bank of India**

**SIDBI Tower**

**15, Ashok Marg**

**Lucknow - 226001**

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 , SME 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 **Procurement of V-CIP Solution (RfP No. GEM/2023/B/3904113 dated September 13, 2023)** on the terms and conditions contained in the Managed Services Agreement dated \_\_\_\_\_ made between the Service Provider and the SIDBI (hereinafter called "the said Agreement") which terms, inter alia, stipulates for submission of an 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 Agreement.

At the request of the Service Provider, (Bank name & address) \_\_\_\_\_ a national banking association duly constituted and in existence in accordance with the laws of the \_\_\_\_\_ now in force, having its principal office in India 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 \_\_\_\_\_ only as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the contract entered into by it with SIDBI for providing IT Infrastructure Management Services and Support Maintenance Services to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Agreement 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 Agreement 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 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 any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Agreement (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 \_\_\_\_\_) 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 have 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 the Corporation in writing.





## **Annexure X – Pre-Contract Integrity Pact**

**(To be submitted by service providers on non-judicial stamp paper of Rs.100/-)**

### **1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_\_ on ---- day of the month of -----, 2016 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 (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 “SERVICE PROVIDER/ 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 shortlist Service Provider for carrying out **Procurement of V-CIP Solution** () and the SERVICE PROVIDER/Seller is willing to offer/has offered the services and

WHEREAS the SERVICE PROVIDER is a private company/public company, 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 stores/equipment/services 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 SERVICE PROVIDERS 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:

### **2 Commitments of the BUYER**

- 2.1 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 immaterial benefit or any other advantage from the SERVICE PROVIDER, 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.
- 2.2 The BUYER will during the pre-contract stage, treat all SERVICE PROVIDERS alike and will provide to all SERVICE PROVIDERS the same information and will not provide any such

information to any particular SERVICE PROVIDER which could afford an advantage to that particular SERVICE PROVIDER in comparison to other SERVICE PROVIDERS.

- 2.3 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.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the SERVICE PROVIDER 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 during such a period 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.

### **3 Commitments of SERVICE PROVIDERS**

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDERS shall disclose the name and address of agents and representatives and Indian SERVICE PROVIDERS shall disclose their foreign principals or associates.
- 3.4 SERVICE PROVIDERS 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 SERVICE PROVIDER further confirms and declares to the BUYER that the SERVICE PROVIDER 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 SERVICE PROVIDER , 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 SERVICE PROVIDER, 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 agree upon for such payments.
- 3.7 The SERVICE PROVIDER 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 SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The SERVICE PROVIDER shall not use improperly, for purposes of competition or personal gain or pass on the 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 SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the SERVICE PROVIDER or any employee of the SERVICE PROVIDER or any person acting on behalf of the SERVICE PROVIDER, 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 SERVICE PROVIDER's firm, the same shall be disclosed by the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's exclusion from the tender process.

- 4.2 The SERVICE PROVIDER agrees that if it makes incorrect statement on this subject, SERVICE PROVIDER 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 SERVICE PROVIDER shall deposit an amount ₹ 80,000/- as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
- (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.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the SERVICE PROVIDER) shall 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 SERVICE PROVIDER. However, the proceedings with other SERVICE PROVIDER(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 SERVICE PROVIDER
- iv. To recover all sums already paid by the BUYER and in case of Indian SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a service provider from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the service

provider 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 SERVICE PROVIDER, in order to recover the payments, already made by the BUYER alongwith interest.
  - vi. To cancel all or any other Contracts with the SERVICE PROVIDER, the SERVICE PROVIDER 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 SERVICE PROVIDER
  - vii. To debar the SERVICE PROVIDER 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 SERVICE PROVIDER(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 BIDER, 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 SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the SERVICE PROVIDER), of an offence as defied 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 SERVICE PROVIDER shall be final and conclusive on the SERVICE PROVIDER. However, the SERVICE PROVIDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## 7 **Fall Clause**

- 7.1 The SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems 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 by the SERVICE PROVIDER 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 SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

#### **8 Independent Monitors**

- 8.1 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.
- 8.2 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.3 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.4 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
- 8.5 The SERVICE PROVIDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the SERVICE PROVIDER. The SERVICE PROVIDER 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 SERVICE PROVIDER/Subcontractor(s) with confidentiality
- 8.6 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
- 8.7 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/SERVICE PROVIDER 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 SERVICE PROVIDER and the SERVICE PROVIDER 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 SERVICE PROVIDER/Seller, including warranty period, whichever is later in case SERVICE PROVIDER 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

SERVICE PROVIDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

## **Annexure XI – Manufacturer Authoriaation Format**

**RfP No GEM/2023/B/3904113 dated September 13, 2023**

(To be submitted on OEM's letter head)

Ref:  
Date:

The General Manager,  
Information Technology Vertical  
Small Industries Development Bank of India,  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow - 226001  
Uttar Pradesh

Dear Sir,

### **Sub: Manufacturer Authorisation for**

**RfP No GEM/2023/B/3904113 dated September 13, 2023**

We <OEM Name> having our registered office at <OEM Address> are an established and reputed solution provider for <product/solution details>.

We confirm that <Bidder Name> having its registered office at <Bidder Address> is our authorized partner/ re-seller/ dealer for offering our **V-CIP solution** on SaaS model. We authorize them to quote for our product/solution in the above mentioned RfP.

Further, we assure that we would extend full support to them in all respects for implementation and maintenance of our solutions for SIDBI. We also ensure to provide the service support for the solution during the contract period as per RfP terms.

We also undertake that in case of default in execution of this RfP by the <Bidder Name>, the <OEM Name> will take all necessary steps for successful execution of this project as per RfP requirements.

<OEM Name>

<Authorised Signatory>

Name:

Designation:

**Note:** This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.



## **Annexure XII – Restriction on Procurement due to National Security**

**RfP No GEM/2023/B/3904113 dated September 13, 2023**

(To be submitted on OEM's letter head)

### **Procurement from a bidder of a Country which shares a land border with India**

Ref:

Date:

The General Manager,  
Information Technology Vertical  
Small Industries Development Bank of India,  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow - 226001  
Uttar Pradesh

Dear Sir,

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India.

I certify that this bidder/ OEM is not from such a country or, if from such a country, has been registered with the competent authority.

I certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

<OEM Name>

<Authorised Signatory>

Name:

Designation:

**Note** 1. The declaration to be submitted on the letterhead of the bidder & OEM, duly signed by authorised signatory, stamped and dated. 2. Any bid not accompanied with the above certificates (as applicable) shall be summarily rejected. This declaration is part of minimum eligibility criteria.

### **Annexure XIII – Undertaking by Bidder for Local Content**

**RfP No GEM/2023/B/3904113 dated September 13, 2023**

(To be submitted on OEM's letter head)

Ref:

Date:

The General Manager,  
Information Technology Vertical  
Small Industries Development Bank of India,  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow - 226001  
Uttar Pradesh

Dear Sir,

This is to certify that proposed \_\_\_\_\_, mentioned in our bid in response to your captioned tender, is having the local content of \_\_\_\_\_ %.

The details of location(s) at which the local value addition is made are as under:

S.N.	Product Details (Make / Model No.)	Name of Place

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated September 16, 2020 and Ministry of Electronics and Information Technology, Government of India order - revision vide reference W-43/4/2019-IPHW-MeitY dated 07.09.2020.

<OEM Name>

<Authorised Signatory>

Name:

Designation:

**Note** 1. The declaration to be submitted on the letterhead of the bidder & OEM, duly signed by authorised signatory, stamped and dated. 2. Any bid not accompanied with the above certificates (as applicable) shall be summarily rejected. This declaration is part of minimum eligibility criteria.

## **Annexure XIV – Letter of Competence**

**RfP No. GEM/2023/B/3904113 dated September 13, 2023**

***(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)***

This is to certify that we [Insert name of Bidder], address.....are fully competent and eligible 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 out company filed response to the Annexure –II to the response to minimum eligibility criteria is true and correct.

Authorized Signatories

Name: \_\_\_\_\_

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

Company Seal:

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