

**भारतीय लघु उद्योग विकास बैंक**

**Small Industries Development Bank of India**

**सॉफ्टवेयर एसेट मैनेजमेंट सर्विसेस हेतु प्रस्ताव का आमंत्रण**

**Request for Proposal (RfP) for**

**Software Asset Management (SAM) Services**

|  |  |
| --- | --- |
| आरएफपी सं. / RFP No. | 400/2021/1590/BYO/ITV |
| आरएफपी जारी करने की तिथि / RFP Issue Date | 27 नवंबर, 2020 / November 27, 2020 |
| बोली जमा करनी की अंतिम तिथि व समय /  Last date and time for bid submission | 22 दिसंबर 2020, दोपहर बाद 3:30 बजे तक /  December 22, 2020 by 3:30 PM |
| न्यूनतम पात्रता और तकनीकी बोलियां खोलने की तिथि व समय /  Date and time of opening of Minimum Eligibility Bid and Technical Bid | 22 दिसंबर 2020 4:00 बजे /  December 22, 2020 by 4:00 PM |
| वाणिज्यिक बोलियां खोलने की तिथि /  Date of opening of Commercial Bid | बाद में सूचित किया जायेगा /  To be intimated at a later date |
| बयाना जमा राशि / Earnest Money Deposit | `1,10,000/- (Rupees One Lakh Ten Thousand only) |
| आरएफपी मूल्य / RFP Cost (Non Refundable) | ` 2,000/- [Rupees Two Thousand only), incl. of GST] |

भारतीय लघु उद्योग विकास बैंक

स्वावलम्बन भवन, सी-11, जी ब्लाक,

बांद्रा कुर्ला काम्प्लेक्स, बांद्रा (पू.), मुम्बई – 400 051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Swavalamban Bhawan, C-11, ‘G’ Block,

Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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# Annexures

* 1. **Annexure – I : Bid Forwarding Letter**

**(To be submitted on Bidder’s Letter Head)**

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

Date :

General Manager (ITV)

Small Industries Development Bank of India,

3rd Floor, Information Technology Vertical, Swavalamban Bhawan,

Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E),

**Mumbai - 400 051**

Dear Sir,

**Request for Proposal (RfP) for**

**Software Asset Management (SAM) Services**

We, the undersigned, offer to submit our bid in response and accordance with your RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

Further, we agree to abide by all the terms and conditions as mentioned herein the RFP document. We agree to abide by this offer till 180 days from the date of last day for submission of offer (Bid).

We agree that, the rates quoted by us would serve as a rate contract for future additional services. We agree that, the Bank will pay power charges based on actual power units consumed.

We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

We understand that the Bank is not bound to accept any proposal it receives.

Dated at \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2020.

Yours sincerely,

|  |  |
| --- | --- |
| **Date** | **Signature of Authorised Signatory …** |
| **Place** | **Name of the Authorised Signatory …** |
|  | **Designation …** |
|  | **Name of the Organisation …** |
|  | **Seal …** |

* 1. **Annexure – II : General Information of Bidder and Minimum Eligibility Criteria**

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

* + 1. **Details of Bidder**

| **S.N.** | **Particulars** | **Documents to be Submitted** | **Bidder’s Response**  (to be filled in by bidder) |
| --- | --- | --- | --- |
| **1** | Name of the Bidder Entity |  | |
| **2** | Year of establishment |  | |
| **3** | Ownership of the Bidder or entity |  | |
| **4** | Registration number and date of registration | *Copy of Registration Certificate.* |  |
| **5** | Registered Office Address |  | |
| **6** | GST Number | *Copy of GST Registration certificate* |  |
| **7** | PAN No. | *Copy of PAN number.* |  |
| **8** | **Promoter / Director Details** | | |
| a | Name |  |  |
| b | Designation  (Promoter / Director) |  |  |
| c | Mobile No. |  |  |
| d | Mail Id |  |  |
| **9** | ***Address of Bidder Office at Mumbai with contact numbers*** | | |
| a | Address |  | |
| b | Land Line No. |  | |
| c | Mail Id. |  | |
| **10** | **Contact Details of Bidders authorized Representative (on whose behalf Power of Attorney issued).** | | |
| a | Name |  | |
| b | Designation |  | |
| c | Mobile No. |  | |
| d | Mail id |  | |
| e | Specimen Full Signature and initials. |  | |
| **11** | **MSME Details** | | |
| a | Whether Bidder MSME  (Yes / No) |  | |
| b | MSME Registration No |  | |
| c | Date till which MSME Certificate is valid. |  | |
| d | Attested Copy of MSME Certificate attached.  (Yes / No) |  | |
| **12** | **Bank Account Details** | | |
| a | Bank Name |  | |
| b | Account Number |  | |
| c | IFSC Code |  | |
| d | Account Type |  | |
| e | Copy of Cancelled Cheque attached. (Yes / No) |  | |
| f | Bank Mandate form as per **Annexure – X** attached. (Yes / No) |  | |

* + 1. **Financials**

**Amount in Lakhs**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.N.** | **Parameter /**  **FY↓** | **Annual Turnover** | **Cash Profit** | **Net worth** |
| 1 | 2017-18 |  |  |  |
| 2 | 2018-19 |  |  |  |
| 3 | 2019-20 |  |  |  |
| 4 | Audited annual reports for FY2017-18, FY 2018-19 and FY2019-20 submitted (if available). (Yes / No). | | |  |
| 5 | CA certificate for FY2017-18, FY 2018-19 and FY2019-20 submitted. (Yes / No). | | |  |

* + 1. **Eligibility Criteria**

Bidder to satisfy the following Minimum Eligibility Criteria **:**

| **S.N.** | **Criteria** | **Proof to be Submitted** |
| --- | --- | --- |
| 1 | Should be either a Government Organization / PSU / PSE/ partnership firm or a limited Company under Indian Laws or / and an autonomous Institution approved by GOI/RBI promoted. | * Partnership firm : Certified copy of Partnership Deed. * Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. * Reference of Act/Notification * For other eligible entities: Applicable documents. |
| 2 | The Bidder should submit proposal on its own. No Partnership / Consortium is allowed. | Self-declaration / undertaking to this effect on company's letter head signed by company’s authorized signatory |
| 3 | The Bidder should have a minimum average annual turnover of at least **`10 Crore** during last three (3) financial years i.e. FY 2018, 2019 and 2020. | Supporting the fact, the bidder should furnish:   1. Audited annual reports for FY2017-18, FY 2018-19 and FY2019-20 (if available) and 2. Statutory Auditor certificate for FY2017-18, FY 2018-19 and FY2019-20. The Statutory Auditor certificate should provide the details of net worth, cash profit and turnover for the FY 2018, 2019 and 2020. |
| 4 | The Bidder should have positive net worth and cash profit [i.e., no cash loss] in 2 years out of last 3 Financial Years i.e. FY 2018, 2019 and 2020. |
| 5 | The Bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect. | Self-declaration / undertaking to this effect on company's letter head signed by company’s authorized signatory as per **Annexure – VI.** |
| 6 | A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid. | Board Resolution / authorization letter from the board of directors / or Power of Attorney as per format given in **Annexure – V** to be submitted. |
| 7 | The Bidder should submit Pre-Contract Integrity Pact as per format provided in the RfP. | Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (to be borne by the bidder) as per format given in **Annexure – VIII** need to be enclosed. |
| 8 | The Bidder should have minimum experience of five (05) years providing SAM Services / Software License Advisory Services in India as on the date of the RfP. | Necessary evidences / certificates indicating that bidder is in SAM Services / Software License Advisory Services in India for last five (05) years. |
| 9 | The Bidder must be providing SAM Services / Software License Advisory Services to **at least Three (03) Customers** as on RfP date. | PO or Work Order and completion certificate from customers to be submitted. |
| 10 | The Bidder shall have experience, either completed or on-going SAM Services project / Services / Software License Advisory Services with minimum 1000 end points for any of its Customers in India. | Successful completion certificates or engagement letter. |
| 11 | SIDBI has already in IASP Agreement with IBM for IBM Authorized Software Asset Management Provider Option for IBM Software Licenses procured in the Bank. Hence, the Bidder must be an active IBM Authorized Software Asset Management Providers as on date of this RfP | Copy of necessary evidences for IBM Authorized Software Asset Management Providers. |

* The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. The criteria mentioned above is mandatory.
* Only those who fulfill all the eligibility criteria will qualify for further evaluation.
* Photocopies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
* Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

I certify that the above-mentioned information and the relevant annexure and enclosures are true and correct.

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** | | **Signature of Authorized Signatory …** | |
| **Place** | | **Name of the Authorized Signatory …** | |
|  | | **Designation …** | |
|  | | **Name of the Organization …** | |
|  | | **Seal …** | |
| **Note** | | 1. *Bidder response should be complete with all relevant documents attached.* 2. *Documentary proof, sealed and signed by authorized signatory, must be submitted* 3. *Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.* 4. *SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidder’s customers.* 5. *Proposal of the bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.* | |

* 1. **Annexure – III : Technical Bid**

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

Bidder is requested to note that scoring on the technical parameters will depend on the quality of response being furnished for each of the parameters. Response may please be furnished accordingly in the following format and as mentioned in the relevant section of the RfP. In case of requirement, additional annexures may be attached, if required, as an evidence for scoring matrix :

| **S N.** | **Parameters** | **Max. Marks** | **Remarks** |
| --- | --- | --- | --- |
| 1 | Project Management and Technical Presentation | 20 | Evaluation based on the Bank's perception of the quality and applicability of the proposal and interactions held during presentation. |
| 2 | **Bidder’s Experience :**  The Bidder shall have experience in providing SAM Services and / or advisory in software license compliance services for BFSI. | 30 | * One BFSI with 1000 or above end points - 10 marks * Two BFSI with 1000 or above end points - 20 marks * Three BFSI with 1000 or above end points - 30 marks   (Copy of PO or Client certificate / details should be highlighted **:**   1. Date of PO / Contract 2. Name of Clients 3. Scope of Work 4. Contact Point Reference |
| 3 | **OEM Authorization :**  The Bidder should be authorized software license compliance auditor for following **Six (06)** OEMs : Microsoft, Veritas, Oracle, VMware, Symantec, Red Hat.  Also compliance certificate issued by Bidder is authorized or accepted by OEMs | 30 | * If Bidder is authorized by all Six (06) mentioned OEM in Clause 3 - 30 marks * If Bidder is authorized by any Four (04) of mentioned OEM in Clause 3 – 20 marks * If Bidder is authorized by any Two (02) of mentioned OEM in Clause 3 – 10 marks   (Compliance certificate by OEM to be submitted) |
| 4 | Customer Feedback | 20 | The Bidder to provide contact details of three (03) its customers for whom similar services have been extended. |
| **Total Technical Evaluation Score** | | **100** |  |

**Reference Customer Details**

1. The details of existing customers to whom Bidder has provided SAM Services **:**

| **S.N.** | **Organization** |  | **Contact Details** | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Designation** | **Landline No.** | **Mobile No** | **Mail id** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |

1. The Bank’s team would be contacting the Bidder’s customers for their feedback. Hence, the bidder to take all necessary approvals from the client.

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct

|  |  |
| --- | --- |
| **Date** | **Signature of Authorized Signatory …** |
| **Place** | **Name of the Authorized Signatory …** |
|  | **Designation …** |
|  | **Phone & E-mail:** |
|  | **Name of the Organization …** |
|  | **Seal …** |

|  |  |
| --- | --- |
| **NOTE** | 1. The bidder’s response column should contain the details, Yes/No will not be accepted. 2. The proof, wherever applicable to be attached and tag number of same to be specified in the response. 3. Bank shall also carry out Site visit(s) of the proposed floor in the proposed facility to verify the details and based on which marks will be awarded. 4. The bidder to take necessary approvals from the customers whose reference is provided to the Bank. |

* 1. **Annexure – IV : Commercial Bid**

**Commercial Bid - Price Break-up Format**

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

**Software Asset Management (SAM) Services**

**[Amounts are in Rupees]**

| **S.N.** | **Item Description** | **Unit Price** | | |
| --- | --- | --- | --- | --- |
| **Unit Cost** | **Taxes** | **Total** |
| **A** | **B** | **C = A + B** |
| 1 | Cost of Services – 1st Year (X) |  |  |  |
| 2 | Cost of Services – 2nd Year (Y) |  |  |  |
| 3 | Cost of Services – 3rd Year (Z) |  |  |  |
| **Total Cost of Ownership (TCO) [ X + Y+Z ] (Inclusive of all Taxes)** | | | |  |

**Bidders are requested to note the following**

* Conditional commercial bids would be rejected.
* Masked commercial bids must be given with Minimum Eligibility bid
* All the details must be provided as per format, table wise summation to be calculated and updated, deviation from above format would enable the commercial bid to be rejected.
* All the rates must be quoted **in INR**. The cost should be inclusive of all applicable taxes.
* **TCO shall be considered for arriving at L1.**

In case of discrepancy between the unit price and total price, the unit price shall prevail.

|  |  |  |
| --- | --- | --- |
| **Date** | **Signature of Authorised Signatory** | **Name of the Authorised Signatory** |
| **Place** |  | **Designation …….** |
| **Seal…….** |  |  |

* 1. **Annexure – V : Power of Attorney**

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

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Company within the meaning of the Companies Act, 2013, having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>, <Employee no.>, < Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :

Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to Request for Proposal No. **400/2020/1590/BYO/ITV Dated November 27, 2020** for Software Asset Management (SAM) Services and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I Accept

…………………….. (Signature)

(Name Title and Address of the Attorney)

* 1. **Annexure – VI : Non-Blacklisting**

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

General Manager (ITV)

Small Industries Development Bank of India,

3rd Floor, Information Technology Vertical, Swavalamban Bhawan,

Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E),

**Mumbai 400 051**

Dear Sir,

**Non - Blacklisting**

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bidder Name), hereby declare, confirm and undertake that:

1. We are not blacklisted by Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government or Government agencies, regulators as on the date of RfP.
2. We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

**Authorized Signatories**

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

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

**Company Seal:**

* 1. **Annexure – VII : EMD / Bid Security Form**

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

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

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. **400/2020/1590/BYO/ITV Dated November 27, 2020** to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Herein after called the ‘the RFP”) to you.

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

AND WHEREAS we ----------------Bank having its registered office at ----- and inter alia a branch office situated 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 it’s 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 without demur, on demand to SIDBI a sum not exceeding `……………/-. (Rupees ………………………….. …only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of `……………/-. (Rupees …………………………..… only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

This guarantee is valid until the ……….. day of …………. And a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

**Signature and Seal of Guarantors (Vendor’s Bank)**

**…………………………………………………………..**

**Date…………………………………………………….**

**Address …………………………………………………**

**……………………………………………………………**

**……………………………………………………………**

* 1. **Annexure – VIII : Pre-Contract Integrity Pact**

**(To be executed on Non-Judicial Stamp Paper of requisite value)**

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

1. **General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_\_\_\_\_ place\_\_\_ on ---- day of the month of -----, 2018 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Mumbai Office at Swavalamban Bhawan, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to Software Asset Management (SAM) Services and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

1. **Commitments of the BUYER**
   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 BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
   2. The BUYER will during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
   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.
   4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facia 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.
2. **Commitments of BIDDERs**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

* 1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  3. BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
  4. BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
  7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  9. The BIDDER 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 BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  12. if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER’s firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

1. **Previous Transgression**
   1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.
   2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
2. **Earnest Money (Security Deposit)**
   1. While submitting commercial bid, the BIDDER shall deposit an amount **Rs. /-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
3. Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
4. A confirmed guarantee by an Indian Nationalized 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.
   1. Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
   2. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
   3. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
5. **Sanctions for Violations**
   1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
6. To immediately call off the pre-contract negations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
7. 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.
8. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
9. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
10. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
11. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
12. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
13. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
14. 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.
15. 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.
    1. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as 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.
    2. The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
16. **Fall Clause**
    1. The BIDDER 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 BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
17. **Independent Monitors**
    1. The bank has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Details of Independent Monitor are :

Shri Nageshwar Rao Koripalli, IRS(Retd.)

38, The Trails, Manikonda, R. R. District

Hyderabad - 500089

Mobile : 9788919555,

Email: [knageshwarrao@gmail.com](mailto:knageshwarrao@gmail.com)

* 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.
  2. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
  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.
  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
  5. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
  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
  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/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

1. **Facilitation of Investigation**

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

1. **Law and Place of Jurisdiction**

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

1. **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.

1. **Validity**
   1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
   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.
   3. A person signing the Pact shall not approach the Court while representing the matter to IEM and he/she will await his decision in the matter.
2. The parties hereby sign this integrity Pact, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BUYER BIDDER**

Name of the Officer

Designation CHIEF EXECUTIVE OFFICER

SIDBI

Witness Witness

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

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

* 1. **Annexure – IX : Statement of Deviations**

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

Bidder 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 RFP 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 bidder to submit a revised commercial bid. **Clarifications on queries given after Pre-Bid Meeting will not be further entertained.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020** | | | | |
| **S.N.** | **Page Number** | **Section Number** | **Clarification point as stated in the RFP document** | **Comment / Suggestion / Deviation** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |

**Authorized Signatories**

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

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

**Company Seal:**

* 1. **Annexure – X : Bank Mandate Form**

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

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1 | उधारकर्ता /विक्रेता / आपूर्तिकर्ता का नाम Name of Borrower / vendor / supplier: | |  | |
| 2 | उधारकर्ता / विक्रेता / आपूर्तिकर्ता का पता / Address of the Borrower / vendor / supplier: | |  | |
| नगर/City |  | ई-मेल आईडी /E-mail id |  |
| पिनकोड Pin Code |  | मोबाइल सं./Mobile No. |  |
|  | एस टी डी कूट के साथ दूरभाष सं./Phone No. with STD code | | |  |
| 3 | स्थायी खाता संख्या / Permanent Account Number | | |  |
| 4 | एमएसई पंजीकरण/सीए प्रमाणपत्र/ MSE Registration / CA Certificate  (यदि लागू हो/if applicable) | | |  |

**5. बैंक खाते का विवरण / Particulars of Bank account:**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| हिताधिकारी का नाम Beneficiary Name | |  | | | | | | | | | | | | | | | | | | | | | | | | | | |
| बैंक का नाम / Bank Name | |  | | शाखा का नाम  Branch Name | | | | | | | |  | | | | | | | | | | | | | | | | |
| शाखा का स्थान / Branch Place | |  | | शाखा का नगर Branch City | | | | | | | |  | | | | | | | | | | | | | | | | |
| पिनकोड /PIN Code | |  | | शाखा कूट Branch Code | | | | | | | |  | |  | |  | |  |  | |  | |  | |  |  | |  |
| एमआईसीआर सं./MICR No. | |  | |  | | | | | | | |  | | | | | | | | | | | | | | | | |
| खाते का स्वरूप / Account type | | बचत/  Saving | | चालू/Current | | | | | | | | नक़द उधार  Cash Credit | | | | | | | | | | | | | | | | |
| खाता सं./ Account No.  ***(जैसी चेकबुक में अंकित है/ as appearing in the Cheque book)*** | | | |  |  |  |  | |  |  |  | |  | |  | | |  | |  | |  | |  | |  |  | |
| **Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number** | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| IFSC CODE | For RTGS transfer | |  | | | | | For NEFT transfer | | | | | | | | |  | | | | | | | | | | | |

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

स्थान/Place : \_\_\_\_\_\_\_\_\_\_\_\_\_

दिनांक/Date : \_\_\_\_\_\_\_\_\_\_\_\_\_ पार्टी/प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर Signature of the party / Authorized Signatory

…………………………………………………………………………………………………………………

प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।Certified that particulars furnished above are correct as per our records.

बैंक की मुहर/Bank’s stamp

(बैंक के प्राधिकृत अधिकारी के हस्ताक्ष / Signature of the Authorized Official from the Bank’s)

दिनांक/Date :

* 1. **Annexure – XI : Compliance Statement**

**(To be submitted on Bidder’s Letter Head)**

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

**Declaration**

|  |  |  |
| --- | --- | --- |
| **Compliance** | **Description** | **Bidder Response (Yes / No)** |
| Special Terms & Conditions,  General Terms & Conditions | We hereby undertake and agree to abide by all the terms and conditions including annexure, corrigendum(s) etc. stipulated by the Bank in this RfP. (Any deviation may result in disqualification of bids) |  |
| Scope of Work | We certify that the proposal submitted by us is as per the scope of work stipulated in the RfP. (Any deviation may result in disqualification of bids) |  |

Bank reserves the right to reject the bid, if the bid is not submitted in proper format as per RfP.

**Authorized Signatories**

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

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

**Company Seal:**

**Date:**

* 1. **Annexure – XII : Non-Disclosure Agreement**

***(To be executed on a non-judicial stamped paper of requisite value based on place of execution)***

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

WHEREAS, we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**” as per scope defined in the Request for Proposal (RfP) No**. 400/2020/1590/BYO/ITV Dated November 27, 2020** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and Mumbai office at, Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK during execution of project is confidential and/or proprietary to the BANK, and

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

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

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

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

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

Yours sincerely,

|  |  |
| --- | --- |
| **Date** | **Signature of Authorised Signatory …** |
| **Place** | **Name of the Authorised Signatory …** |
|  | **Designation …** |
|  |  |

* 1. **Annexure – XIII : Performance Guarantee Format**

**(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF APPROPRIATE VALUE)**

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation 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 Mumbai office at 3rd Floor, Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation / Bank) having agreed to accept from M/s. **‘Vendor Name’** having its office at **‘Vendor’s Office Address’**, (hereinafter called "the Vendor") an agreement of guarantee for Rs. \_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ made between the vendor and the Corporation for providing services for SIDBI’s **‘Project Details’** hereinafter called "the said Agreement”).

1. We, **Bank (Bank Name and Details),** do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs. \_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) against any loss or damage caused to or suffered by the Corporation during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Corporation shall be final and conclusive.
2. We **Bank (Bank Name and Details),** do hereby guarantee and undertake to pay forthwith on demand without demur to the Corporation such sum not exceeding the said sum of Rs. \_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the **‘Project Details’** placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Corporation to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to in the said Agreement.
3. We, **Bank (Bank Name and Details),** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto \_\_\_\_\_\_\_\_, whichever is earlier and subject to the terms of the "the said Agreement” it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e \_\_\_\_\_\_\_\_\_, whichever is earlier, and
4. We, **Bank (Bank Name and Details),** may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.
5. The liability under this guarantee is restricted to Rupees \_\_\_\_\_\_\_\_/- only and will expire on \_\_\_\_\_\_\_\_\_ and unless a claim in writing is presented to us at **Bank (Bank Name and Details)** within 6 months from \_\_\_\_\_\_\_\_\_ , i.e. on or before \_\_\_\_\_\_\_\_\_, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.
6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure or any other corporate / structural change of the Vendor.
7. The executant has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.

Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with **Bank (Bank Name and Details)** on or before \_\_\_\_\_\_\_\_\_. Unless a demand or claim is lodged with **Bank (Bank Name and Details)** within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. All claims under this guarantee will be made payable at **Bank (Bank Name and Details).** This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

We, **Bank (Bank Name and Details)** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

In witness where of we ...................... have set and subscribed our hand and seal this ........................day of .........................2018.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1. Name ..........................

Signature.....................

Designation..................

1. Name .............................

Signature.........................

Designation.....................

* 1. **Annexure – XIV : Contract Form**

***[To be executed on Non-Judicial Stamp Paper of appropriate value]***

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

Small Industries Development Bank of India (SIDBI), a Corporation 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 Mumbai office at 3rd Floor, Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation / Bank / Purchaser, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assignee) of one part and M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Service provider), a Company/a Firm/ duly registered/incorporated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act, having its Registered Office/ Head Office/ Corporate Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (City & Country of Supplier) (hereinafter referred to as the “the Supplier”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignee) of Other

Part.

WHEREAS the purchaser is desirous that services related to Software Asset Management (SAM) Services should be provided by the service provider viz, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Brief Description of Goods and Services) and has accepted a bid by the service provider for services related to Software Asset Management (SAM) Services in the sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement along-with RFP, viz.:
3. The Bid form and price schedule submitted by the bidder;
4. The Scope of Work;
5. The Special Terms and Conditions;
6. The Service Level Agreement;
7. The General Terms and Conditions;
8. The Purchaser’s Notification of Award
9. However, In case of any conflict clauses between this agreement and the RFP or its enclosures, the spirit in the clauses of RFP shall prevail.
10. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the contract.
11. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
12. Other usual convents and conditions related to the contract would be forming part of the contract that will be executed between the parties.
13. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

|  |  |
| --- | --- |
| Signed, Sealed and Delivered by the  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name & Designation) for and on behalf of  SIDBI, One Part (the Supplier) | Signed, Sealed and Delivered by the    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name & Designation) for and on behalf of  SIDBI, One Part (the purchaser) |

Witness Witness

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

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

* 1. **Annexure – XV : Acceptance Certificate**

**Acceptance Certificate Format**

|  |  |  |
| --- | --- | --- |
| 1 | Vendor Name |  |
| 2 | RfP No | **RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020** |
| 3 | Purchase Order / Contract Details |  |
| 4 | Description of deliverables |  |

**Details of Software and Services :**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Comments on delivery and Acceptance**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of SIDBI official :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Seal :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. **Annexure – XVI : Infrastructure Details**

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

Bidder has to furnish details of infrastructures required ( Hardware & Software) to be provided by the Bank for SAM Services. Information may be furnished as per following format :

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl . No.** | **Items** | **Configurations** | **Remarks, if any** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| …. |  |  |  |

**Note :** Additional rows may be added for furnishing information based on requirement.

* 1. **Annexure – XVII : Reference Sites of SAM Services**

**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl**  **No.** | **Name and**  **Address of the site**  **Of Bidder’s Customer** | **Name,**  **Designation,**  **Telephone, Mobile number, Fax, email**  **address**  **of the**  **contact**  **person** | **Brief**  **Scope of**  **work** | **Number**  **of end points / servers** | **Kick –**  **off date** | **Project**  **Completion Date** | **Present**  **Status if**  **not**  **completed**  **as on date** | **Remarks** |
|  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |

**N.B. :** Kindly attach proof against each of the Work completion/satisfaction certificate

**End of RfP**