



भारतीय लघु उद्योग विकास बैंक  
Small Industries Development Bank of India

साइबर सुरक्षा परिचालन केंद्र (सीएसओसी) के कार्यान्वयन के परियोजना  
प्रबंध के लिए परामर्शदाता की नियुक्ति के लिए प्रस्ताव हेतु अनुरोध (आरएफपी)

Request for Proposal  
for  
Appointment of Consultant for Project Management of Implementation of  
Cyber Security Operating Center (CSOC)

निविदा सं. / Tender No.	400/2019/1398/BYO
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भारतीय लघु उद्योग विकास बैंक  
एमएसएमई विकास केन्द्र, सी-11, जी ब्लॉक,  
बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पू.), मुम्बई - 400051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
MSME Development Center, C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (E), **Mumbai - 400 051**

## Notice

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### Glossary

Acronym	Description
BFSI	BFSI means - Scheduled commercial banks in public or private sector / All India FIs / Insurance Companies.
BG	Bank Guarantee
DC	Data Centre
DR	Disaster Recovery
EMD	Earnest Money Deposit
ITV	Information Technology Vertical
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
POC	Proof of Concept
RfP	Request for Proposal
RiMV	Risk Management Vertical
SI	System Integrator

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1. Critical Information

(RfP No: 400/2019/1398/BYO dated: November 01, 2018)

Sl. No. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोलीबैठक के लिएस्पष्टीकरणकी मांगकी अंतिम तिथि	05/11/2018	04:00pm
	Clarifications mail to be sent to vadana@sidbi.in, numa@sidbi.in, raghava@sidbi.in		
2	Pre Bid meeting (Bidders' queries towards clarifications of CSOC RfP clauses would not be entertained after pre-bid meeting)	13/11/2018	11:00am
	Hosting of clarifications in Bank's website and CPP portal for queries asked till the conclusion of the pre-bid meeting	15/11/2018	06:00pm
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	22/11/2018	3:30pm
4	Address for Bid Submission/ बोली जमा करने का पता	<p>महाप्रबंधक (जोखिमप्रबंधन उद्भाग)  भारतीय लघु उद्योग विकास बैंक,  एमएसएमई विकास केंद्र,  सी - 11, जी ब्लॉक, बांद्रा कुर्ला संकुल ,  बांद्रा (पू), <b>मुंबई - 400 051</b>  फोन : 022-67531390 / 8146563423  फैक्स: 022-67531236</p> <p>General Manager (RiMV),  Small Industries Development Bank  of India, MSME Development Centre,  C-11, G Block, Bankdra Kurla  Complex, Badra (East), Mumabi  400051  Phone: 022-67531390 / 8146563423  Fax: 022-67531236</p>	
5	Date & Time of Opening of Minimum Eligibility bid / न्यूनतम बोली खोलने की तिथि व समय	22/11/2018 At Mumbai office address mentioned above	4:30pm

6	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा
7	Bid Validity/ बोली के वैधता	180days from the last date of bid submission. बोली जमा करने की अंतिम तिथि से 180 दिन तक
8	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	<p>राघवा राचूरी, सीआईएसओ एवं उप महाप्रबन्धक (सिस्टम्स) भारतीय लघु उद्योग विकास बैंक, ओवर्सीस टावेर्स, 756येल, अन्न सलाई चेन्नई-600002, तमिल नाडु फोन : 044-66636050 / 9892142015 फैक्स: 044-28520692 <b>Shri Raghava Rachuri, CISO and DGM (Systems)</b> Small Industries Development Bank of India, MSME Development Centre Overseas Towers, 756-L, Anna Salai, Chennai – 600002, Tamil Nadu Phone: 044-66636050 / 9892142015 Email id : raghava@sidbi.in</p> <p>श्रीमती येन उमा, सहायक महाप्रबंधक (सिस्टम्स) / / श्रीमती चन्द्र वदना , प्रबंधक भारतीय लघु उद्योग विकास बैंक, एमएसएमई विकास केंद्र, सी - 11, जी ब्लॉक, बांद्रा कुर्ला संकुल , बांद्रा (पू), मुंबई - 400 051 फोन : 022-67221466 / 67221518 <b>Smt. N Uma, AGM (Systems) / Smt. Chandra Vadana, Mgr, RiMV</b> Small Industries Development Bank of India, MSME Development Center, C-11, 'G' Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, Maharashtra Phone: 022-67221466 / 67221518 Email id : numa@sidbi.in / vadana@sidbi.in</p>
9	बयानाजमाराशि/ Earnest Money Deposit	₹ 1,00,000/- (Rupees One Lakh only)

10	बोली मूल्य/ Bid Price	₹ 2,000/- (Rupees Two Thousand only)
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## 2. Introduction and Disclaimers

### 2.1 About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990.

The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over the period of time, now meet almost all the requirements of sector which fall into a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

The bank provides its services through a network of Regional and Branch offices located all over India. Detailed information on the functions of the bank is provided on the bank's website, [www.sidbi.in](http://www.sidbi.in).

### 2.2 Purpose of RfP

1. This Request for Proposal document ("**RfP document**" or "**RfP**" or "**RFP**") has been prepared solely for the purpose of appointment of Consultant for Project Management of Implementation of Cyber Security Operating Center (CSOC).
2. This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.

**The shortlisted consulting firm or its subsidiaries/group companies will not be eligible to participate in any other tender in connection with implementation / procurement exercise out of recommendation of this consulting project.**

### 2.3 Information Provided

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

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out an independent audit or verification exercise in relation to the contents of any part of the document.

**2.4 Disclaimer**

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

**2.5 Costs to be borne by Respondents**

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

**2.6 No Legal Relationship**

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

**2.7 Recipient Obligation to inform itself**

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

**2.8 Evaluation of Offers**

The issuance of RfP document is merely an invitation of offers and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

**2.9 Acceptance of Selection Process**

Each Recipient having responded to this RfP acknowledges have reading, understanding and accepts the selection & evaluation process mentioned in this RfP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

## 2.10 Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document but not later than 2 working days prior to the due date for submission of bids.

## 2.11 Acceptance of Terms

Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms as stated in this RfP.

## 2.12 Requests for Proposal

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

Contact : Shri Raghava Rachuri  
Position : CISO and Deputy General Manager (Systems)  
Email : raghava@sidbi.in  
Telephone : +91 - 44- 6663 6050  
Fax : +91 - 44-2852 0692

Contact : Smt N Uma / Smt Chandra Vadana  
Position : AGM (Systems) / Manager  
Email : numa@sidbi.in / vadana@sidbi.in  
Telephone : +91 - 22 - 67221466 / 022-6722 1581,  
Fax : +91 - 22 - 67531236

2. SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly. These details should also be written/ printed without fail on each of the bids envelopes as well.
4. SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

## 2.13 Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP response.

3. **RfP Response**

3.1 **Bid Price**

Non-refundable Bid Price as mentioned in 'Critical Information' section above by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring 'Small Industries Development Bank of India', payable at Mumbai, must be submitted along with RFP response.

The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

3.2 **Public 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 2.5.1. 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).
2. 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. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a self- attested certified copy of proof of Registration as MSEs / and ownership of the same by SC/ST along with the bid response to this tender/RfP.
3. Bidder is required to inform its MSME status as per following definition, if applicable.

<b>Enterprise Category</b>	<b>Manufacturing (Original Investment in P&amp;M)</b>	<b>Services (Original Investment in Equipment)</b>
Micro	Up to Rs. 25 lakh	Up to Rs.10 lakh
Small	Up to Rs. 500 lakh	Up to Rs.200 lakh
Medium	Up to Rs.1000 lakh	Up to Rs. 500 lakh

3.3 **Earnest Money Deposit (EMD)**

All the responses must be accompanied by a refundable interest free security deposit. Details of the EMD are given in '**Critical Information**' mentioned above and in **Sno.6.6** of the RfP.

### 3.4 Bid Submission Closing Date

RfP response should be received by SIDBI not later than date and time mentioned in '**Critical Information**' section above, at SIDBI Office premises located at Mumbai.

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.

The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

### 3.5 Receiving of RfP Response

Receiving of RfP response will be recorded by SIDBI in a '**Bid Receipt Register**' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferable through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

### 3.6 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing by the time mentioned in 'Critical Information' section before. No query / clarification would be entertained over phone.
2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

3. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably

provide details of their email address as responses to queries will be provided to all Respondents via email.

4. The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

### **3.7 Pre-Bid Meeting**

1. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
2. It would be the responsibility of the Bidders to be present at the venue of the meeting.
3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
4. 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 the Bank ([www.sidbi.in](http://www.sidbi.in)) website and Central Public Procurement Portal (CPPP) within 07 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

### **3.8 Disqualification**

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

### **3.9 Selection process**

Successful Bidder will be selected through two bids evaluation process:

- i. Minimum Eligibility Criteria evaluation
- ii. Commercial evaluation

### **3.10 Details of Bids to be submitted**

Bidders are required to submit their responses in TWO envelopes, with contents of each as under:

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Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	<p><b>Minimum Eligibility Bid</b></p> <ul style="list-style-type: none"> <li>i. Bid Covering letter as per format prescribed in <b>Annexure-I</b></li> <li>ii. Technical Information about Bidder as per format prescribed in <b>Annexure-II</b></li> <li>iii. Response to Minimum Eligibility Bid as per format prescribed in <b>Annexure-III</b></li> <li>iv. Declaration regarding clean track record, as per format prescribed in <b>Annexure-IV</b>.</li> <li>v. Letter of competence as per format prescribed in <b>Annexure-V</b>.</li> <li>vi. Power of Attorney as per format prescribed in <b>Annexure-VI</b>.</li> <li>vii. Letter of Conformity as per format prescribed in <b>Annexure-VII</b>.</li> <li>viii. Bank Guarantee as per format prescribed in <b>Annexure-VIII</b>.</li> <li>ix. Non-disclosure Agreement as per format prescribed in <b>Annexure-X</b>.</li> <li>x. Statement of Deviation as per format prescribed in <b>Annexure-XII</b></li> <li>xi. Resource credential as per format prescribed in <b>Annexure-XIV</b></li> <li>xii. DDs / Instruments towards bid price</li> <li>xiii. DD/Instrument towards EMD OR bid security as per format prescribed in <b>Annexure - XIII</b>.</li> <li>xiv. Bank Mandate Form as per format prescribed in <b>Annexure -XI</b>.</li> <li>xv. Integrity Pacts per format prescribed in <b>Annexure -XV</b>.</li> <li>xvi. Undertaking for central minimum wages act &amp; labour laws per format prescribed in <b>Annexure -XVI</b></li> <li>xvii. Undertaking letter for gst law per format prescribed in <b>Annexure -XVII</b></li> </ul>	<p>Hardcopy – 1 and Soft copy on pen drive or CD</p>	<p>“Minimum Eligibility Bid for the appointment of the consultant for the implementation of the CSOC in the Bank.</p>

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
II	<b>Commercial Bid</b> i. Response to Commercial Bid as per format prescribed in <b>Annexure-IX.</b>	Hardcopy - 1	Commercial Bid for the appointment of the consultant for the implementation of the CSOC in the Bank.

1. Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing "Bid for the appointment of the Consultant for the implementation of the CSOC in the Bank."
2. All the individual envelopes must be super-scribed with the following information as well:  
Name of the bidder, Contact Name, Number and e-mail id.  
Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
3. Envelope-I should also contain softcopy of respective response documents in a CD / Pen drive.
4. Authorized Signatory - Authorized signatory on whose name Power of Attorney is issued must sign all the pages of the response.

### 3.11 **Pre-Contract Integrity Pact (IP)**

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-XV** on the letter head of the Company. However, the successful bidder has to submit the same in a non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Purchase Order.

### 3.12 **Important**

Bidders must take the following points into consideration during preparation and submission of bids.

1. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
2. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
3. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
4. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.



5. Under no circumstances the Commercial Bid should be kept in Minimum Eligibility Bid Cover. The placement of Commercial Bid in Minimum Eligibility Bid cover will make the bid liable for rejection.
6. The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorised signatory. There should be no hand-written material, corrections or alterations in the offer. The Bank may treat such offers as not adhering to the tender guidelines and would be liable to be rejected.

#### 4. Scope of Work and Deliverables

##### 4.1 Scope of Work

1. In order to streamline comprehensive information security monitoring and compliance, the Bank proposes to implement and maintain Cyber Security Operations Center (CSOC) for its Information Technology setup, comprising critical infrastructure (mainly Co-located at ControlS and some few servers at Mumbai office, BKC) and DR Site (currently at SIDBI, Chennai office location and would be co-located at third party datacentre at Chennai) and other IT locations including third party Data centre hosting site which may come up in the future.
2. The Bank requires a Consultant to manage the CSOC project for the following activities.

##### i. Selection of Vendor:

- a) Prepare the draft RfP for CSOC implementation. Consultant should prepare the draft RfP after studying the existing infrastructure and requirements, as per provisions of Banks procurement manual.
- b) Attending pre-bid meeting and responding to pre-bid queries
- c) Evaluation of the bids received (all the three stages viz. Eligibility criteria, Technical bids evaluation and Commercial bids evaluation) as per the process defined in the RfP and preparation of evaluation reports at each stage for onward submission to designated committee.
- d) Final selection of vendor
- e) Preparation of the draft Purchase Order (PO) and draft Contract with selected vendor.

##### ii. Project management & Implementation of the Solution:

- a) Project management as per the scope of the RfP/PO/Contract issued for implementation of CSOC project.
- b) Review & report the progress made in the implementation of the project including submission of regular updates / presentation to the Steering Committee on status of the project as required by the Bank.
- c) Review the resolution provided by the vendors/ SI for any technical, customisation and compatibility issues in the solutions being implemented
- d) Tracking and monitoring the closure of gaps and compatibility issues customizations as per delivery schedules.
- e) Participate in all technical and functional discussions related to the CSOC project.
- f) Assist and advise the Bank in conflict management with all the respective Stakeholders
- g) Assist the Bank in closure of all issues pending for resolution in time.

- h) Provide confirmation for completion of milestone for making the payment to CSOC Vendor.
- i) Calculate and recommend the payments to be given to the CSOC vendor as per milestones.
- j) Any other task required for successful completion of the CSOC project.

**iii. UAT & ACCEPTANCE**

- a) Defining Acceptance Criteria for UAT
- b) Design & carry out UAT for acceptance of the solutions for sign-off
- c) UAT signoff and Closure of Project
- d) UAT for Solution
- e) Performance Benchmark
- f) Supervision including hardening, customisation required and acceptance of Hardware & Infrastructure testing
- g) Define the test case documentation and reporting framework
- h) Define the test plans and test calendars
- i) Review the test cases
- j) Report, manage and monitor the performance benchmark exercise
- k) Project management of the entire testing for: User Acceptance testing & Performance benchmark
- l) Document acceptance test results, and identify gaps

The Consultancy work is to be carried out at Bank's Chennai / Mumbai Offices of SIDBI.

#### 4.2 Deliverables:

Sr No	Particulars	Deliverables	Milestones
1.	Issue of RfP and Bid Evaluation of CSOC	1. Draft RfP 2. Evaluation report – a. Minimum eligibility b. Technical evaluation c. Commercial evaluation	Stage I
2	Selection of Vendor (SI) for CSOC	1. Draft PO 2. Draft contract	Stage II
3	Implementation of CSOC	1. Submission of Report on Installation, Configuration, Implementation and Validation of Deployment of SIEM and other Tools and completion of Integration of SIEM with Tools as per CSOC RfP. 2. Other Project Progress Reports: a. Tracking and monitoring the closure of gaps and customizations as per delivery schedules on Fortnightly basis. b. Weekly report of the progress made in the implementation. c. Preparation of the presentation to the Steering Committee on Fortnightly basis on status of the project as required by the Bank.	Stage III
4	UAT & Acceptance a. for each solution (list of solution as mentioned below in 4.2.1) b. Integration Testing c. List of solutions	1. Report on UAT plan for each Solution and Integration with SIEM. 2. Report on UAT test cases. 3. Report on UAT Test results with evidences UAT signoff and closure report.	Stage IV

#### 4.2.1. List of solutions for UAT

UAT plan, design, acceptance criteria for each solution as given in the table below to be submitted along with use cases to be submitted within 08 weeks from the date of issue of PO to the selected CSOC vendor or as decided by the Bank.

Sr No	Scope of CSOC Project for UAT
1	Security Incident & Event Management (SIEM)
2	Privilege Identity Management (PIM)
3	Anti APT (Anti -Advanced Persistent Threat)
4	Firewall Analyser
5	Network Access Control (NAC)
6	Integration of the above tools with SIEM

#### 4.3 Resource Deployment

1. Bidder will be required to submit the Bio-data / CV of the member / members of the consultant team along with the minimum eligibility response to this RfP document. Bio-data / CV should reflect the details of the projects handled by the candidate.
2. The bidder should provide the resources as stated in their bid response. No change in resource is allowed.
3. There will be a project kick off meet with the selected consultant. The consultant team which will be working on the project should be present for the kick off meeting. Deployment / replacement of any resource in the team will be subjected to approval of SIDBI depending on his/her suitability in the project.
4. Consultant shall fill all the required details in the table **Annexure-XIV**.

#### 4.4 Resource Replacement

1. Selected bidder has to retain the entire project team during the project implementation period. In case any team member has to be replaced on account of resignation, bidder has to inform SIDBI within one week.
2. Bidder shall promptly initiate a search for a replacement to ensure that the role of the key personnel is not vacant at any point in time during the contract period.

3. Before making any replacement, the Consultant shall provide SIDBI with:
  - a) a resume, Curriculum Vitae (CV) and other related information about the proposed candidate; and
  - b) An opportunity to meet / interview the candidate.
4. The bidder has to provide replacement resource of equal or better qualification and experience.
5. If SIDBI objects to the appointment, Consultant shall not assign the individual to that position and shall seek an alternative candidate in accordance with what has been described in this RfP or contract. The consultant has to ensure at least 2 weeks of overlapping period in such replacements. SIDBI will not be responsible for any knowledge transition to the replacement of resource and any impact / escalation of cost thereby.

#### 4.5 **Software / Hardware Requirements**

All the software, hardware equipment's like Laptops, tools, Internet access etc to carry out the assignment has to be brought by the selected Bidder at no extra cost.

#### 4.6 **Professionalism**

The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

#### 4.7 **Adherence to Standards**

1. The selected Bidder should adhere to RBI Working group report requirements and also Banks own Security policies as reference while providing the consultancy service with an objective to enable the Bank to obtain a vendor for CSOC implementation.
2. The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.
3. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder.
4. The Bank reserves the right to ascertain information from the other Banks and institutions to which the Bidders have rendered their services for execution of similar projects.

#### 4.8 **SIDBI Responsibility**

SIDBI will provide the consultant the following while carrying out the assignment:

1. All currently available policy and procedure documents with the Bank.

2. Seating space with intercom facility to carry out the consultancy.
3. Access to DC, DR site and the buildings where they are housed for physical verification/audit/study.
4. Opportunity to interact with various groups / verticals and vendors.
5. Details of the team who would be interacting with the consultant.

5. **Eligibility Criteria and Evaluation Methodology**

5.1 **Evaluation Criteria**

1. Minimum Eligibility Bid

Proposals not complying with the prescribed '**Minimum Eligibility criteria**' and not submitted as per **Annexure-II** are liable to be rejected and will not be considered for further evaluation.

2. Commercial Bid

The commercial bids should be submitted as per **Annexure-IX**. Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of this RfP, shall be declared as 'Non-responsive' and hence shall be rejected

5.2 **Evaluation Methodology**

1. Evaluation process

The Bank has adopted a Two (2) bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.

- i. Minimum Eligibility Criteria
- ii. Commercial Bids

The Bank shall evaluate first the '**Minimum Eligibility Criteria**' bids and based on its evaluation, '**Commercial Bids**' shall be undertaken for evaluation at the second stage. The final selection will be done based on **the commercial evaluation** of pre-qualified short-listed bidders as detailed below in the Evaluation of Commercial Bids.

The evaluation by the Bank will be undertaken by a Committee of Officials or / and representatives formed by the Bank and its decision will be final.

During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.

2. Preliminary Examinations

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.

The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.



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 qualification criteria, payment terms, bid validity, 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.

If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

### 3. Evaluation of Minimum Eligibility Criteria

Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Minimum Eligibility Criteria' section. Bids not complying with the minimum eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation.

Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

Successful bids out of this stage would be considered for commercial evaluation.

### 4. Evaluation of Commercial Bids

In this phase, the Commercial Bids of the Bidders, who are found qualified in previous phase, will be considered for commercial evaluation.

The date for opening of commercial bids will be separately advised.

The L1 bidder would be shortlisted based on the least cost quoted.

No Commitment to Accept Lowest or Any Offer

The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

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.

The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify / withdraw the tender.

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## 6. Terms and Conditions

### 6.1 General

The Bidders 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 bidder's own risk.

Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder 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 bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitted the response.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.

### 6.2 Definitions

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

1. "The Bank" means Small Industries Development Bank Of India (SIDBI);
2. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Zonal Offices and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
3. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
4. "TCC" means the Terms and Conditions of Contract contained in this section;
5. "The Bidder" or "the Vendor" means the individual or firm supplying or intending to supply the Services under this Contract; and
6. "The Project Site" means Small Industries Development Bank of India, Chennai / Mumbai Office.

### 6.3 Amendment to the RfP

At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the RfP, by amendment.

The amendment will be posted on the Bank's website ([www.sidbi.in](http://www.sidbi.in)) and CPP portal (<http://eprocure.gov.in>).

All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

### 6.4 Language of Bid

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

### 6.5 Commercial Bid

The Bidder is required to quote in Indian Rupees ('INR' / '₹'). Bids in currencies other than INR may not be considered.

The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, out of pocket expenses, lodging and boarding expenses, service tax, Education cess, Octroi etc. that need to be incurred. No additional cost whatsoever would be paid.

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.

The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.

### 6.6 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit of amount EMD should be in the form of Demand Draft / Pay order / Bankers Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai or in the form of Performance Security.

Format of EMD/ Bid Security is prescribed in **Annexure-XIII**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected

The Demand Draft should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Bank.

No interest will be paid on EMD.

Request for exemption from EMD will not be entertained.

The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:

a) Receipt of the signed contract and performance security from the successful bidder.

OR

b) The end of the bid validity period, including extended period (if any),

Successful Bidder will be refunded the EMD amount only after submission of performance guarantee by the bidder.

The bid security may be forfeited if:

a) Bidder withdraws its bids during the period of bid validity.

b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

c) In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

d) Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.

## 6.7 **Period of Validity of Bids**

Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in 'Critical information' sheet.

In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

## 6.8 **Deadline for submission of Bids**

The bids must be received by the Bank at the specified address not later than date mentioned in 'Critical Information', given in the beginning of this document.

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.

The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## 6.9 **Late Bids**

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

## 6.10 **Modification And/ Or Withdrawal of Bids**

The Bidder may modify or withdraw its bid after the bid's submission, provided 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.

The Bid modification or withdrawal notice must be on bidder's letterhead, signed 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.

No bid may be modified or withdrawn after the deadline for submission of bids.

Bank has the right to 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.

## 6.11 **Opening of Bids by the Bank**

The process of opening the bids is explained in Sno.5.1 and 5.2 above

If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, bank at its discretion will proceed further with opening of the technical bids in their absence.

The Bidder name, presence or absence of requisite EMD and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of bid opening.

Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

#### **6.12 Bid Evaluation**

All the responsive bids will be evaluated as per the procedure detailed in Sno.5.2 above.

All the documentary proofs are to be submitted along with the bid in this regard.

Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

During evaluation, Bank at its discretion can ask the bidders for clarifications.

Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

#### **6.13 Arithmetic errors correction**

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

If there is discrepancy in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

#### **6.14 No Commitment to Accept Lowest or Any Offer**

The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

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.

**6.15 Conditional Bids**

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

**6.16 Contacting the Bank**

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

Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

**6.17 Award of Contract**

The successful Bidder will be selected as per the process mentioned in Bid evaluation methodology. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive.

Selected bidder would be issued 'Letter of intent (LoI)/ purchase order (PO) on final selection and completion of internal approval formalities of the bank. Immediately after the receipt, the selected Bidder must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.

**6.18 Non-Disclosure Agreement**

The agreement with Non-disclosure agreement clauses should be executed within three weeks from the date of purchase order.

The date of agreement shall be treated as date of engagement and the time-line for completion of the assignment shall be worked out with reference to this date.

**6.19 Ownership of Delivered Product / Services**

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 this RfP will become the property of the Bank.



## 6.20 **Corrupt and fraudulent practice**

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 are requested to note the following:

“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.

“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.

The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, 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.

## 6.21 **Use of Contract Documents and Information**

The bidder 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 Bidder 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.

The Bidder 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.

## 6.22 **Subcontracts**

The successful bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the Bank’s prior written consent.

## 6.23 **Expenses**

It may be noted that SIDBI will not pay any additional amount separately towards travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses or any other fees /charges.

However, the Bidder may factor such expenses within the total project cost towards travelling, boarding and lodging outside Chennai / Mumbai, if any, to meet the requirement described in the scope of work.

## 6.24 Terms of Payment

The payment schedule is linked to project milestones as under:

(i)	15% payment after completion "Issue of RfP and Bid Evaluation of CSOC" (After Stage I mentioned in Deliverables)
(ii)	10% after "Selection of Vendor (SI) for CSOC" (After Stage II mentioned in Deliverables)
(iii)	25% after "Implementation of CSOC" (After Stage III mentioned in Deliverables)
(iv)	50% after "UAT & Acceptance" (on submission of UAT and Signoff of UAT and submission of acceptance report after project implementation to the satisfaction of SIDBI.) (After Stage IV mentioned in Deliverables)

All the payments will be made by SIDBI office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's banker] Bank Mandate Form as per format prescribed in **Annexure-XI**. In case the bidders have already submitted the form with bank in connection with any other tender/ transactions, same need not to be submitted again.

Prior to release of payment in case of any change in Bank A/c and other details furnished in Bank Mandate Form, the vendor would be required to intimate the Bank and Bank Mandate Form would be required to be re-furnished.

All Payments will be made to the Bidder in Indian Rupee only.

## 6.25 Applicable laws

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

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ 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 Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ 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 therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

## 6.26 Taxes and Duties

The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.

The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.

Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

## 6.27 Performance Bank Guarantee (PBG)

The successful Bidder 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 guarantee will be valid till at least six months beyond the expiry of the contract period.

The performance security is to be submitted within ONE month from the date of issue of Purchase Order by the Bank.

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 Bidder. The guarantee should be from a scheduled commercial bank only.

The Bank Guarantee shall be released at the end of period of assignment.

In case of expiry of BG prior to project completion, the bidder 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.

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 Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.

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 Bidder, which in the opinion of SIDBI should entitle the Bidder 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 Bidder 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 Bidder would be required to extend the validity period of the performance guarantee accordingly.

## **6.28 Forfeiture of performance security**

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

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 Bidder.

## **6.29 Commencement of Services**

Commencement of Services: The Bidder shall commence the consultancy services not later than 15 days from the date of issue of LOI / PO by the Bank, unless otherwise agreed by the Parties.

### 6.30 Termination of Contract

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

- a. Failure of the successful bidder to accept the contract
- b. Delay in services
- c. Serious problems in quality of services

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

Bank shall have the option to terminate any subsequent agreement / contract, in whole or in part by giving the Successful Bidder at least 30 days' prior notice in writing. However, the successful Bidder shall not have any right to terminate the Agreement entered into subsequent to this RFP for convenience.

### 6.31 Payment in case of Termination of assignment

SIDBI would keep the delivered content and payment for services which could be used by SIDBI shall be released on pro-rata basis after deducting applicable penalty and TDS/other taxes. Please refer to payment terms defined in Sno.6.24 above which are defined based on the stages of deliverables mentioned in Sno.4.2 above.

### 6.32 Penalty for Default in Services

If the selected bidder fails to complete the project within stipulated time, SIDBI will impose a penalty of 0.5% of the order value for each weeks delay or part thereof attributable to the bidder, subject to maximum of 10% of the order value. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks.

Penalty would not be applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to the Bank or Force Majeure.

Bank reserves the right to adjust the penalty and Liquidity damages if any against any amount payable to the bidder or PBG.

### 6.33 No Employer-Employee Relationship

The selected bidder 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 a. 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 b. 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.

#### 6.34 Force Majeure

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

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 6.35 Resolution of Disputes

- 1.It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 2.In case of Dispute or difference arising between the Bank and a Bidder 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 Bidder 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 Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

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 Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

### 6.36 IPR Infringement

As part of this project bidder/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, bidder/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 Bidder/Service provider under this project.

### 6.37 Indemnity

1. The Bidder/ successful bidder 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:
  - i. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
  - ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or
  - iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
  - iv. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or

- v. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
  - vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - vii. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  - viii. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
2. The Bidder 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:
    - i. Notifies the Bidder in writing; and
    - ii. Cooperates with the Bidder in the defence and settlement of the claims.
  3. The Bidder shall not be liable for defects or non-conformance resulting from:
    - i. Software, hardware, interfacing not approved by Bidder; or
    - ii. 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.
    - iii. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
    - iv. Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.
  4. Sub-contractor for this clause is third party certification authority.

### 6.38 Limitation of liabilities

In no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of vendor, arising at any time shall not exceed the total contract value.



### 6.39 Rights to Visit

1. All records of the Bidder 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 Bidder or where the services are being rendered by the bidder.
3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder 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 arraignment. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

### 6.40 Audit

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.
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 arraignment. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

### 6.41 Grievances Redressal Mechanism

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.

6.42 **Miscellaneous**

1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures / Appendixes.
2. Bidder would undertake to provide appropriate human as well as other resources (PC/laptop etc) required, to execute the various tasks assigned as part of the project, from time to time.
3. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
4. 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.
5. Bidder 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.
6. Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfil the scope of this project.
7. Depending on requirement, SIDBI may decide to move its project site to any of its other locations during the contract period. Bidder will continue to provide the respective services at the new location, if so decided, without any extra cost.
8. Any publicity by Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.
9. Bidder 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. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.
10. 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.
11. The shortlisted consulting firm or its subsidiaries/group companies will not be eligible to participate in any other tender in connection with implementation / procurement exercise out of recommendation of this consulting project.

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## Annexures and Appendix

### 6.43 Annexure-I : Format of Bid Covering Letter

(To be submitted on Bidder's letter head)

[To be included in Eligibility Bid Envelope]

Date:

The General Manager (RIMV)  
Small Industries Development Bank of India,  
4<sup>th</sup> Floor, SME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai – 400 051**

Dear Sir,

**Appointment of consultant for**  
**Project Management of Implementation of CSOC**  
**(RfP No: 400/2019/1398/BYO Dated: November 01, 2018)**

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of ` **2,000/- (Rupees Two Thousand only)** towards non-refundable bid price.
2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / banker's cheque/ Bank Guarantee (BG) of the sum of ` **1,00,000/- (Rupees One Lakh only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
3. Minimum Eligibility bid, Commercial bid inside separate envelopes, in prescribed formats.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 90 days from the date of last day of submission of offer (Bid). If our offer is accepted, we undertake to provide Service support for the software supplied as per the above referred RfP, during contract period, if contracted.

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

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in **Annexure-XII (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said

processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We have also noted that SIDBI reserves the right to consider / reject any or all bids without assigning any reason thereof. We understand that you are not bound to accept the lowest or any Bid you may receive.

Thanking you,

Yours sincerely,

Date :

Signature of Authorised Signatory :

.....

Place :

Name of the Authorised Signatory

:.....

Designation :

.....

Phone & E-mail :

.....

Name of the Organisation :

.....

Seal : .....

6.44 Annexure-II: Technical Bid

**RfP for Appointment of Consultant for  
Project Management of Implementation of CSOC**

**PART- A- General Information about Bidder**

S.N.	Information about the Bidder	Bidder's response	Attachment Tag
1	Name of the bidder company		
2	Year of establishment		
3	Type of Company [Government/PSU/Pub. Ltd / Pvt. Ltd / Partnership / Proprietary]		
4	Registration No. and date of registration.		
5	Copy of Registration Certificate to be enclosed (Yes / No)		
6	Address of Registered Office with contact numbers		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
7	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
8	MSME Status (Tick appropriate)		
a	Company does not qualify the status of MSE.		
b	Company does qualify the MSE status.		
c	SC/ST		
d	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No)		
9	PAN No.		
	Copy of PAN enclosed (Yes/No)		
10	Sales Tax / VAT / Service tax registration Number/ GST number		
	Copy of Sales Tax / VAT / Service Tax/ GST certificate enclosed. (Yes / No)		
11	Financials		
	Parameter	FY	Amount in lakh
a	Annual Turnover (Gross Income excluding other Income)	2015 - 2016	
		2016 - 2017	
		2017 - 2018	
b	Net Profit	2015 - 2016	
		2016 - 2017	
		2017 - 2018	
c	Net worth	2015 - 2016	

S.N.	Information about the Bidder	Bidder's response	Attachment Tag
	2016 - 2017		
	2017 - 2018		
d	CA certificate submitted. (Yes / No)		
12	Contact Details of Bidder's authorized representative to make commitments to SIDBI. Power of attorney as per format given in Annexure-VI to be submitted.		
a	Name		
b	Designation		
c	Office address		
d	Land Line No.		
e	Mobile No.		
f	Fax No.		
g	Mail Id		
13	Bidder should not have been blacklisted by any PSU or Public Sector Bank or RBI or IBA or any other Government entity as on the last date of submission of Bid.		
	Self-declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-IV to be submitted.		
14	EMD Details		
a	DD / Pay Order / Bank Guarantee		
b	Number		
c	Date of Issue		
d	Issuing Bank		
e	Amount (Rs.)		
15	Tender Form Cost Details		
a	DD / Pay Order		
b	Number		
c	Date of Issue		
d	Issuing Bank		
e	Amount (Rs.)		

**PART- B- Response to Minimum Eligibility Criteria**

Sno	Information about the Bidder	Bidders Response	Attached Tag
16	The bidders should submit EMD as mentioned in Critical Information mentioned above	Yes / No	
17	The Company / firm should be in operation for the last 5 years (Self declaration)	Yes / No	
18	The Company should be having its office at Mumbai and Chennai location as the CSOC project is to be implemented at Mumbai Data Centre and DR Site at Chennai (Self declaration)	Yes / No	

19	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 03 years	Yes / No		
20	a. Minimum Annual Turnover should be above Rs 10 crores in atleast two of the last three years b. Net Profit in any two of the last three years	Yes / No		
21	<b>Project Experience of the Consultant firm / company:</b>			
	Minimum experience of the bidder company/firm is two IT Consultancy assignments of `25 lakhs and above. Out of the above two consultancy assignments at least ONE project should be pertaining to design or/and implementation of SOC or CSOC in BFSI with minimum project cost of `5 crore (i.e. bidder should have implemented SOC/CSOC project costing `5crore & above).	Name of the Customer with contact details	Consultancy charges of `25 Lakhs & above only should be mentioned	Project Details incl. project cost (Above 5 crores)
		PROJECT I		
		PROJECT II (SOC/CSOC project costing `5crore &above - mandatory)		
22	The bidder must have Minimum 25 IT Security professionals a. having degree higher or equivalent to Bachelor of Engineering (B.E.)/Bachelor of Technology (B.Tech)/ MCA & IT Certifications like CISA/CISM/ CISSP/ Project Management Certification like PMP/ PRINCE on their payroll. b. Furnish total number of IT Security professionals having	Yes/No		

	<p>qualifications as indicated above.</p> <p>Mention details against each of the following</p> <p>Out of Total no. of professionals mentioned in (b) above Furnish no. who have</p> <p>c. Experience of minimum 3 years in SOC/CSOC Implementation</p> <p>d. IT Certifications like CISA/CISM/ CISSP</p> <p>e. Project Management Certification - PMP/PRINCE</p>		
23	<p>Project Experience of the resource persons for this assignment: (Minimum 3 Resource Persons to be deployed (Project Manager (PM), Assistant Project Manager (PM) and Project Coordinator with details as indicated below). They should have experience of at least 2 projects / sites) Please refer to the section - Resource Replacement –Sno.4.4</p>		
I	Project Manager (PM):		
a.	Name of the resource person		
b.	<p>Educational qualification</p> <p><i>(Identified resource person should be having</i></p> <p><i>i. Engineer/ PG in any discipline</i></p> <p><i>ii. Certification in CISA/CISSP/CISM (any one)</i></p> <p><i>iii. Certification in PMP/PRINCE (any one)</i></p>		
c.	<p>Number of years of experience in the areas of IT Project Management</p> <p><i>(Identified resource person should have minimum 10 years of experience)</i></p> <p>Attach Proof / Evidence for the above</p>		
d.	<p>Identified resource person should have minimum 3 years of experience in SOC/CSOC Deisgn/ Implementation</p> <p>Mention Number of years of experience in SOC/CSOC in the areas of</p>	YES/NO	



	<p>i.Design- Architecture ii.Implementation</p> <p><i>(Identified resource person should have minimum 3 years of experience)</i></p> <p>Attach Proof / Evidence for the above</p>		
II	Assistant Project Manager (APM):		
a.	Name of the resource person		
b.	<p>Educational qualification Identified resource person should be having</p> <p>i. Engineer/ PG degree in any discipline</p> <p>ii. Certification in CISA/CISSP/CISM (anyone)</p> <p>iii. Certification in PMP/PRINCE (anyone)</p>		
c.	<p>Number of years of experience in the areas of IT Project Management</p> <p><i>(Identified resource person should have minimum 07 years of experience)</i></p> <p>Attach Proof / Evidence for the above</p>		
d.	<p>Identified resource person should have minimum 02 years of experience</p> <p>Mention Number of years in SOC / CSOC Implementation and Management</p> <p><i>(Identified resource person should have minimum 02 years of experience)</i></p> <p>Attach Proof / Evidence for the above</p>	YES/ NO	
III	<b>Project Coordinator</b>		
a.	Name of the resource person		
b.	Educational qualification Identified resource person should be having		

	i. Engineer/ PG degree in any discipline ii. Certification in CISA/CISSP/CISM (anyone)		
c.	Number of years of experience in the areas of SOC/CSOC Consultancy /IT Security  (Identified resource person should have minimum 05 years of total experience)  Attach Proof / Evidence for the above		

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

(Signature of Authorised Signatory)

Designation :

Phone & E-mail :

Name of the Organisation :

Seal :

Note:

- Bidder 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. 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.
- 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 reference site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

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6.45 **Annexure-III: Response to the Minimum Eligibility Criteria**

**[To be included in Eligibility Bid Envelope]**

Proposals of bidders not complying with the 'Eligibility criteria' or who fail to submit documentary evidence thereon are liable to be rejected and will not be considered for further evaluation.

The proposal of the bidder should adhere to the following Eligibility Criteria.

Sr. No.	Criteria	Documents to be submitted as a proof/declaration	Compliance [Yes/ No]	Attachment Tag <sup>\$\$</sup>
1.	The Bidder should have been incorporated under Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 and subsequent amendments thereto.	Certificate of Incorporation / Registration certificate		
2	The Bidder should be in operation for the last 5 years Self declaration on the Letter head signed by POA	The Bidder should be in operation for the last 10 years Self declaration on the Letter head signed by POA		
3	The Bidder should have a minimum turnover of at least `10 crores or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid. Copies of Audited Balance Sheet for FY 15, FY 16 and FY 17.	Copies of Audited Balance Sheet for FY 15, FY 16 and FY 17.		
4	Net Profit in the in any two of the last three years			
5	The Bidder should be having its office at Mumbai and Chennai location as the CSOC project is to be implemented at Mumbai Data Centre and DR Site at Chennai	Self declaration with contact details of the Bidder on Bidder's Letterhead		
6	The Bidder must have Minimum experience of two IT Consultancy assignments of `25 lakhs and above. Out of	Copy of work order along with completion certificate for completed projects. Completion certificate		

Sr. No.	Criteria	Documents to be submitted as a proof/declaration	Compliance [Yes/ No]	Attachment Tag <sup>\$\$</sup>
	the above two consultancy assignments at least ONE project should be pertaining to design or/and implementation of SOC or CSOC in BFSI with minimum project cost of `5 crore (i.e. bidder should have implemented SOC/CSOC project costing `5crore & above).	issued by the customer must indicate the date of implementation sign-off of the solution.		
7.	The Bidder must be a reputed experienced Company operating in the field of IT Consultancy/ IT Services/ IT solution for at least 5 years in India as on the date of submission of bid. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account).	Copy of a Work order/ contract in respect of a customer and its completion certificate. (5 Years will be calculated from the date of completion of the work order).		
8	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 03 years	Self declaration regarding Clean Track Record as per format Annexure-IV enclosed.		
9	The bidder should submit Pre-Contract Integrity Pact as per format provided in <b>Annexure-XV</b>	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in <b>Annexure-XV</b> needs to be enclosed.		
10.	The Bidder should have a minimum turnover of at least `10 crores or equivalent per annum <b>in at least 2 years out of last</b>	Copies of Audited Balance Sheet for FY 15, FY 16 and FY 17.		

Sr. No.	Criteria	Documents to be submitted as a proof/declaration	Compliance [Yes/ No]	Attachment Tag <sup>\$\$</sup>
	<b>3 financial years as on the date of submission of Bid.</b>			
11	The bidder should have positive net worth in 2 years out of the last three years			
12	The Bidder should have an office in India.	Self declaration with contact details of the Bidder on Bidder's Letterhead		
13	The bidder must have minimum 25 IT Security professionals a. Having degree higher or equivalent to Bachelor of Engineering (B.E.)/Bachelor of Technology (B.Tech)/MCA on their payroll with certification in CISA/CISSP/CISM/ /PMP/PRINCE or professional certification from any SIEM or any other relevant certification in the field of IT Security. b. Experience of minimum 3 years in IT Security Review and IT Project Management c. Technical qualifications like CISM, CISSP, CSA, PMP/PRINCE	Self Declaration with number of IT Security professionals along with their educational qualifications/ certifications / experience should be submitted.		
14	The bidders should submit EMD as mentioned in Critical Information mentioned above	EMD in the form of DD/Cheque/ Bank Guarantee should be submitted as mentioned in the Critical Information mentioned above		
15	The bidder should submit Certificate of Incorporation / Registration certificate	Certificate of Incorporation / Registration certificate		
16	The bidder should submit Certificate of MSME Registration	Certificate of MSME Registration		
17	The bidders should submit copy of PAN CARD / Copy of Sales Tax / VAT	Copy of PAN card/Sales Tax / VAT / Service Tax/ GST		

Sr. No.	Criteria	Documents to be submitted as a proof/declaration	Compliance [Yes/ No]	Attachment Tag <sup>\$\$</sup>
	/ Service Tax/ GST certificate	certificate with self attestation		
18	The bidder should nominate a Power of attorney and submit a proof of the same	As per format given in Annexure-VI to be submitted.		
19	The bidder should submit Pre-Contract Integrity Pact	As per format prescribed in Annexure-XV		
<u>20</u>	Furnish a proof of Address of Registered Office with contact numbers	Latest current bill / telephone bill		

Signature of Authorised Signatory  
Seal of the Organisation

**\$\$ Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.**

6.46 **Annexure-IV: Declaration Regarding Clean Track Record**  
(To be submitted on Bidder's company letter head)

Date:

The General Manager (RIMV)  
Small Industries Development Bank of India,  
6<sup>th</sup> Floor, MSME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
Mumbai – 400 051

Dear Sir,

**Declaration Regarding Clean Track Record**

**Appointment of Consultant for**

**Project Management of Implementation of CSOC**

**(RfP No: 400/2019/1398/BYO dated: November 01, 2018)**

I have carefully gone through the Terms & Conditions contained in the RfP for **Appointment of Consultant for Project Management of Implementation of CSOC (RfP No: 400/2019/1398/BYO dated: November 01, 2018)**

We hereby declare that our company has not been debarred/ black listed by any PSU, Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India as on the date of bid submission. I further certify that I am competent authority in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We also declare that we are not engaged by SIDBI for providing services like system integration or supplying of software / hardware. We are also not OEM of any related product.

Thanking you,

Yours sincerely,

---

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

---

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6.47 **Annexure-V : Letter of Competence**

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

**Appointment of Consultant for**

**Project Management of Implementation of CSOC**

**(RfP No: 400/2019/1398/BYO dated: November 01, 2018)**

This is to certify that we[Insert name of Bidder], address.....are fully competent to undertake and successfully Consultancy for Project Management of the CSOC solution as per scope mentioned in the above RfP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfP.

We certify that the quality and number of resources to be deployed by us for the Consultacny for Project Management of the CSOC will be adequate to deliver the services professionally and competently within the prescribed time frame.

We also certify that all the information given by us in response to this RfP is true and correct.

Consultacny for Project Management of the CSOC

Thanking you,

Yours sincerely,

---

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

---

6.48 **Annexure-VI : Power of Attorney**

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

**Appointment of Consultant for**

**Project Management of Implementation of CSOC**

**(RfP No: 400/2019/1398/BYO dated: November 01, 2018)**

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2018, We, \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint <Name>, <Employee no.>, <Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Small Industries Development Bank of India' ("SIDBI") relating to Request for proposal (RfP No: 400/2019/1398/BYO dated: November 01, 2018) for 'Appointment of Consultant for Project Management of Implementation of CSOC' and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

---

WITNESS:

Signature of \_\_\_\_\_

Attested

---

6.49 **Annexure-VII : Letter of Conformity**

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

Date:

The General Manager (RiMV)  
Small Industries Development Bank of India,  
6<sup>th</sup> Floor, MSME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai – 400 051**

Dear Sir,

**Appointment of Consultant for**

**Project Management of Implementation of CSOC**

**(RfP No: 400/2019/1398/BYO dated: November 01, 2018)**

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

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

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

Thanking you,

Yours sincerely,

---

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...

---

---

Designation ...  
Name of the Organisation ...  
Seal ...

---

6.50 **Annexure-VIII: Bank Guarantee**

**Appointment of consultant for  
Project Management of Implementation of CSOC  
(RfP No: 400/2019/1398/BYO dated: November 01, 2018)**

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

**BANK GUARANTEE**

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

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.

2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the

event of the Service Provider failing or neglecting to perform the said Order for **"Appointment of Consultant for Project Management of Implementation of CSOC"** to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.

3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_
6. The liability under this guarantee is restricted to ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` \_\_\_\_\_ (Rupees \_\_\_\_\_).
10. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, your

rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

11. We, (bank name, place) \_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` \_\_\_\_\_ (Rupees \_\_\_\_\_).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date)\_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place\_\_\_\_\_) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) \_\_\_\_\_ upon the earlier of (a) its discharge by payment of claims aggregating to ` \_\_\_\_\_

(Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)"

15. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at Mumbai

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

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

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

6.51 Annexure-IX : Commercial Bid

**Appointment of Consultant for  
Project Management of Implementation of CSOC  
(RfP No: 400/2019/1398/BYO dated: November 01, 2018)**

(To be submitted on Vendor's letter head)

			Amount In Rupees
Sr No	Basic Cost	GST	Total
			<i>C=A + B</i>
1	<i>A</i>	<i>B</i>	
2	Total Amount		

**Note:**

1. The Commercial bid should be submitted in a non-window sealed envelope.
2. Prices quoted above shall be valid throughout the bid validity period.
3. Prices shall be in conformity to the scope of the work.
4. No terms and conditions should be stipulated in the Commercial bid, which is meant only for the quotation of offer price / rate .
5. The prices quoted would include all costs such as GST, accommodation, travel ticket, airfares, train fares, halting expenses, transport, lodging, boarding etc., that need to be incurred.
6. No additional cost whatsoever would be paid.

---

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

---



**6.53 Annexure-X : Non-Disclosure Agreement**

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

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “**Appointment of Consultant for Project Management of Implementation of CSOC**” as per scope defined in the **Request for Proposal (RfP No: 400/2019/1398/BYO dated: November 01, 2018)** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400 051 (hereinafter referred to as the BANK) and,

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

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

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

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written 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, document, plan, pattern, sample or information (to be) furnished or shared 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 ...
	Name of the Organisation ...
	Seal ...

---

**6.54 Annexure-XI : Bank Mandate Form**

*(To be submitted in Duplicate)*

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

1. Name of Borrower / vendor / supplier: \_\_\_\_\_  
 \_\_\_\_\_

Vendor Code (if applicable) \_\_\_\_\_

2. Address of the Borrower / vendor / supplier:

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

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

E-mail id: \_\_\_\_\_

Phone No. with STD code: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

MSE Registration / CA Certificate \_\_\_\_\_ (if applicable)

**3. Particulars of Bank account:**

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
<b>(Code number appearing on the MICR<sup>1</sup>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 CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer

**4. Date from which the mandate should be effective :**

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

Place: \_\_\_\_\_

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

Signature of the party / Authorized Signatory

.....

.....

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

Bank's stamp:

Date :

(Signature of the Authorized Official from the Banks)

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

**<sup>1,2</sup>: Note on IFSC / MICR**

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

6.55 **Annexure-XII: Statement of Deviations**

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

**Appointment of Consultant for  
Project Management of Implementation of CSOC**

**(RfP No: 400/2019/1398/BYO dated: November 01, 2018)**

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

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

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

**List of Deviations**

<b>S. N.</b>	<b>Clarification point as stated in the tender document</b>	<b>Page / Section Number in RfP</b>	<b>Comment/ Suggestion/ Deviation</b>
1.			
2.			
3			

*<additional rows may be added, if required>*

---

Date Signature of Authorised Signatory:

Place Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

---

6.56 Annexure–XIII - EMD / Bid Security Form

**Appointment of consultant for  
Project Management of Implementation of CSOC**

**(RfP No: 400/2019/1398/BYO dated: November 01, 2018)**

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

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

WHEREAS ..... (Name of Vendor) (hereinafter called the 'the Vendor") has undertaken, in pursuance of RfP No : dated to supply ..... (Description of Products and Services) (Herein after called the 'the RfP") to you.

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

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

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during 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 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 .....

.....

6.57 Annexure–XIV : Resource Credentials

**Table 6-1 Resource Credentials for Appointment of Consultant for Project Management of Implementation of CSOC**

Srl. No.	Roles	Name	Academic & Professional Qualification	Work experience	No. Of Projects handled	Relevant work experience	Remark

Bidders are requested to use the above format to provide details of resource credentials proposed to be associated with the implementation of proposed solution in the Bank. Documentary proof along with complete details of the work carried out in the implementation including experience in Banking processes and knowledge of RBI guidelines should be submitted in detail as separate **annexures** in the response.



## 6.58 Annexure–XV: Pre Contract Integrity Pact

### PRE CONTRACT INTEGRITY PACT

#### **1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_ on ---- day of the month of -----, 2015 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to shortlist vendor for carrying out Appointment of Consultant for Project Management of Implementation of CSOC 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:

#### **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 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.

- 2.2 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.
- 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 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.

### **3 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 : -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or

unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on 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.
- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

#### **4 Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government

Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount ₹ 1,00,000/- as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

- (i) Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favoring 'Small Industries Development 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 BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6 Sanctions for Violations**

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other

contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
- vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems 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.

## **8 Independent Monitors**

8.1 The BUYER has appointed Shri Ashok Sinha, IAS (Retd.), 13 Yayati, Sector 58A, Nerul (West), Palm Beach Road, Navi Mumbai – 400706, Ph : +91 9821844044, Mail Id : asinha51@gmail.com as Independent Monitors (hereinafter referred

to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

## **9 Facilitation of Investigation**

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

## **10 Law and Place of Jurisdiction**

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

## **11 Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. A person signing this pact shall not approach the courts while representing the matters to IEM and he/she will await his decision in the matter.

**12 Validity**

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

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

12.3 This pact would be deemed as part of the contract that may be executed between the parties.

**13** 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. \_\_\_\_\_

**6.59 Annexure-XVI: Undertaking for Central Minimum Wages Act & Labour Laws**

**(To be submitted on Bidder's letter head, duly signed by authorized signatory)**

To  
The General Manager, RiMV  
Small Industries Development Bank of India  
MSME Development Center, 6<sup>th</sup> Floor  
Plot No.C-11, G Block  
BandraKurla Complex  
Bandra [East]  
**Mumbai 400 051**

Dear Sir,

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... hereinafter referred to as "**RFP**") issued by Bank, we hereby covenant, warrant and confirm as follows:

1. 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 if any, issued by the Bank.
2. We ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. We would comply with Governments rules and regulations like minimum wages act, Provident fund and ESIC facility standard for the employees / resources deployed by us on-site for the said project.
3. Proof of compliance and labour license are attached with herewith.

Date ..... Signature of Authorized Signatory .....

Place ..... Name of the Authorized Signatory .....

Designation .....

Phone & E-mail: .....

Seal ..... Name of the Organization .....

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RFP for Appointment of Consultant for Project Management of Implementation of CSOC	



**6.60 Annexure-XVII Undertaking Letter for GST Law**

(To be submitted on Bidder's letter head, duly signed by authorized signatory)

To  
The General Manager, RiMV  
Small Industries Development Bank of India  
MSME Development Center, 6<sup>th</sup> Floor  
Plot No.C-11, G Block  
BandraKurla Complex  
Bandra [East]  
**Mumbai 400 051**

Dear Sir,

**GST Law**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s ....., hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Date ..... Signature of Authorized Signatory .....

Place ..... Name of the Authorized Signatory .....

Designation .....

Phone & E-mail: .....

Seal ..... Name of the Organization .....