

**आईटी सुरक्षा नीति और साइबर सुरक्षा नीति की समीक्षा
के लिए परामर्शदाता की नियुक्ति के लिए प्रस्ताव हेतु अनुरोध (आरएफपी)
Request for Proposal for
Appointment of Consultants for Review of IT Security Policy and Cyber Security Policy
RfP No.400/2021/1592/BYO/RiMD Dated December 04, 2020**

बोली पूर्व स्पष्टीकरण

Pre-Bid Clarification

Pre-bid meeting in connection with the RfP for Appointment of Consultant for Review of IT Security Policy and Cyber Security Policy through MS team at Mumbai on December 10, 2020 at 4.00 p.m. Based on the discussions with the prospective bidders during the meeting and queries sent by the bidders, following clarifications may please be noted for responding to the captioned RFP:

I. Response to the queries received from bidders and Clarifications

The queries as received from different bidders and SIDBI's clarification to those queries are tabulated below:

Sl. No.	Page No.	Section / Clause No.	RFP Clause	Bidders' Query / Request	Comments of SIDBI
1	18-19	3.10 Details of Bids to be submitted	Envelope I -Annexure I to Annexure XIV Envelope II-Annexure XV	NA	Annexure-XVI Pre-Contract Integrity Pact (IP) is added under Envelope I. Based on the internal guidelines of SIDBI for procurement, all the bidders should submit signed Pre-

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					Contract Integrity Pact (IP) as per the format Annexure-XVI (attached) on the letter head of the Company.
2	7	1.3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि - 17/12/2020 (by 3:30pm)	Bidder requested to extend the date of submission by two weeks post releasing the corrigendum.	Sno.1.3 is revised as under: Last date for submission of bids/ बोली जमा करने की अंतिम तिथि - December 21, 2020 (by 3:30pm) Sno.1.5 is revised as under: Date & Time of Opening of Minimum Eligibility bid / न्यूनतम बोली खोलने की तिथि व समय - December 21, 2020 (by 4:30pm)
3	22	4.1 Scope of Work	1.To review and rationalize the existing IT Security Policy (ITSP) and Cyber Security Policy (CSP) to address the new guidelines issued by regulatory bodies and to adopt industry best practices.	Regulatory bodies referred in scope s.no.1 refers to only RBI or any other bodies?	Regulatory bodies refer to RBI and Cyber Security and Information Technology Examination Cell (CSITE).

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4			2. To segregate the operational and procedural guidelines from the existing policy	Whether the existing IT Security Policy & Cyber Security Policy consist of procedural and operational guidelines which needs be segregated	Some chapters of existing policies consist of procedural and operational guidelines. These procedures / guidelines need to be identified, reviewed and segregated by the Consultant and submitted as a separate document.
5			3. To review existing Information Security/ Cyber Security framework in the Bank vis-a-vis latest RBI Circular/ Guidelines on Cyber Security framework and to recommend applicable and appropriate policies to be added in the existing policy for meeting the identified gaps.	Request you to confirm if the IT Security Policy and Cyber Security Policy are to be reviewed against RBI Circulars and guidelines on Cyber Security Framework only	Cyber Security Policy of the Bank was framed based on Cyber Security Framework circular issued by RBI (Circular dated June 02, 2016). Hence IT Security Policy and Cyber Security Policy are to be reviewed based on RBI guidelines, including Cyber Security Framework circular issued by RBI and subsequent circulars issued by RBI/CSITE.
6			4. To review and recommend changes to the existing Cyber Crisis Management plan, its procedures, etc. to suit the Bank's needs	Request you to confirm the standards against which CCMP document needs to be reviewed	Cyber Crisis Management Plan can be reviewed based on industry best practices and ISO 27001 standards.
7			6. To identify the areas of training required for lower/ middle/ upper level management personnel for developing IT Security and Cyber Security awareness	Could you please let us know if the bidder is also required to conduct training sessions?	Training sessions are not part of the assignment.

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8			8. To define suitable Encryption policy based on assessment of IT setup of the Bank, data/information, data privacy and confidentiality requirements, deployed/ envisaged technologies, their architecture etc. and accordingly draft suitable encryption policy.	Request you to confirm on whether the scope is only to define the encryption policy and not procedures	Defining Encryption policy is part of the scope and defining procedures for Encryption is not part of the assignment.
9	23	4.3 Resource Deployment	Resource Deployment	Please confirm if the resources need to be deployed full time on site or can we consider onsite-offsite model to execute the engagement.	Consultant may execute the engagement using onsite-offsite model in view of the COVID-19 pandemic situation. However, on need basis Consultant may be required to attend meetings at Mumbai office premises at short notice for discussions/review.

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10	54	Annexure-II Pre-Qualification / Minimum Eligibility Criteria PART-B Sno.22	I. Project Manager (PM): b. Educational qualification Identified resource person should be having i. Engineer/ PG in any discipline ii. Certification in CISA/CISSP (any one)	Request you to please add CISM certification. Certification in CISA/CISSP/CISM (anyone)	Agreed. Sno.22.I.b. to be read as under: CISM Certification will also be considered. Project Manager (PM): b. Educational qualification Identified resource person should be having i. Engineer/ PG in any discipline ii. Certification in CISA/CISSP/CISM (any one)
11	54			Request you to please modify the clause to : Educational qualification Identified resource person should be having i. Engineer - (CS/IT/Electronics)/ PG degree in IT	No change.
12	23	4.2 Deliverables:	3.Particulars: List of changes required in IS Audit Scope Deliverables: The recommendations should be relevant to SIDBI IT Operations.	What is the level of recommendation expected from 'Cyber Security Audit as applicable to SIDBI.'	The revised IS Audit Scope should cover compliance with IT Security Policy, Cyber Security Policy and BCM Policy of the Bank which

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					helps in identifying the gaps and non-compliance.
13			5.Standard Operating procedures for Cyber Attack (as applicable to SIDBI)	Is the service provider expected to define SOP for a Cyber Attack	Yes. Standard Operating Procedures for a Cyber Attack should be submitted as a separate document based on RBI guidelines and as applicable to the Bank.
14				What shall be the scope for the SOP of a Cyber Attack	Please refer to Cyber Security Framework issued by RBI.
15				What are the expected scenarios which are to be factored for development of the SOP of a Cyber attack	
16		4.3 Resource Deployment	2. The bidder should provide the resources as stated in their bid response. No change in resource is allowed	Request you to kindly waive off this clause as the team member availability will be purely based on engagement start date	The bidder should provide the resources as stated in their bid response considering the short time frame of 30days mentioned in RfP. However, in case of change of resources due to unforeseen circumstances and exigencies, the replacement of resources with similar qualification and experience would be permitted after seeking prior approval of the Bank. Please refer to Sno.4.4 of RfP for further information.

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17	54	Annexure-II- Pre-Qualification / Minimum Eligibility Criteria PART-B Sno.22	I. Project Manager (PM) b. Educational qualification (Identified resource person should be having i. Engineer/ PG in any discipline II. Assistant Project Manager (APM) b. Educational qualification (Identified resource person should be having i. Engineer/ PG in any discipline	Resources for the Project mentions PM and APM to be an Engineer/PG. Does professional qualifications such as CA be considered as PG?	Chartered Accountants can be considered for PM or APM only if the resource is holding a Graduation degree in any discipline. Further in view of the technical nature of the assignment, any one of the resources should be an Engineering Graduate.
18	28	5.2 Evaluation Methodology	Evaluation Methodology	Evaluation of Commercial Bids (Page 28 of RFP): It is said that L1 bidder would be shortlisted based on least cost quoted. Further it is also mentioned that there would be no commitment to accept the lowest or any offer. Kindly clarify if only the L1 bidder be selected or the same will be decided by the bank.	Please refer to Sno.5.2 (Evaluation Methodology) of the RFP.
19	NA	NA	NA	Bidder requested to confirm the count of the policies and procedures that are required to be updated.	1. IT Security Policy (No. of Chapters-16, No. of Pages-148) 2. Cyber Security Policy (No. of Chapters-8, No. of Pages-32)

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20	NA	NA	NA	Bidder requested to confirm count and names of the applicable industry best practices and regulatory guidelines that will be used as benchmark to update the policies	All the RBI Circulars (including circulars issued by Cyber Security and Information Technology Examination Cell) issued from 2016 pertaining to IT Security and Cyber Security to be reviewed and appropriate guidelines to be incorporated and changes to be made in the policies have to be submitted by Consultant. Copies of the circulars can be downloaded or will be shared by the Bank to the successful bidder.
21	NA	NA	NA	Bidder requested to confirm base location where engagement will have to be executed	Please refer to Sno.6.2 (Definitions).Sno.6. "The Project Site" means Small Industries Development Bank of India, Mumbai Office. Hence Base location for execution of engagement is SIDBI, BKC Office, Mumbai.
22	NA	NA	NA	Duration of the engagement: Could you please let us know the duration/timelines of the engagement?	Please refer to RfP Sno.4.2- "deliverables should be submitted to SIDBI within 30days from the date of purchase order issued by SIDBI for review of IT

Sl. No.	Page No.	Section / Clause No.	RFP Clause	Bidders' Query / Request	Comments of SIDBI
					Security Policy and Cyber Security Policy."
23	NA	NA	NA	Request you to confirm on whether the service provider will be performing this engagement remotely.	Consultant may execute the engagement using onsite-offsite model in view of the COVID-19 pandemic situation.
24	NA	NA	NA	Is the review to be performed for a single entity and a single location centrally?	Existing Policies are applicable to the entire Bank.
25	NA	NA	NA	Is there a single IT Security Policy and Cybersecurity policy to be reviewed or multiple policies?	Existing two Policies are applicable to the entire Bank and Consultant has to review these two policies IT Security Policy and Cyber Security Policy and DR Plan.
26	NA	NA	NA	Can we get an overview of the bank set up including IT? For instance, how many data centers and Disaster Recovery sites does the bank have?	The required details will be shared with the successful bidder. It may please be noted that no visit to Data Center are envisaged in the assignment.

Other modifications in the RfP issued.

- A. Following Sno.3.13 is added after 3.12(Important) pertaining to Pre-Contract Integrity Pact:

3.13 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-XIV 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.

B. Following Sno.19 is added in Annexure-III: Response to the Minimum Eligibility Criteria pertaining to Pre-Contract Integrity Pact

6.59 Annexure-III: Response to the Minimum Eligibility Criteria

Sr. No.	Criteria	Documents to be submitted as a proof/declaration	Compliance [Yes/ No]	Attachment Tag ^{ss}
19	The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure-XV	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 Annexure-XV needs to be enclosed.		

C. Following Sno.6.72 is added after Sno.6.71-Annexuexure XV (Commercial Bid)

6.72 Annexure-XVI: 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 -----, 20___ 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 Review of IT Security Policy and Cyber Security Policy 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 ` 25,000/- 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 8.1 The BUYER has appointed Shri Nageshwar Rao Koripalli, IRS(Retd.) as Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and Address of the Independent External Monitors are as follows:

Shri Nageshwar Rao Koripalli, IRS(Retd.)
38, The Trails, Manikonda, R. R. District
Hyderabad - 500089 Mobile : 9788919555
Email : knageshwarrao@gmail.com.

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
Name of the Officer
Designation
SIDBI

BIDDER

CHIEF EXECUTIVE OFFICER

Witness
1. _____
2. _____

Witness
1. _____
2. _____