



भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

आईटी जनशक्ति वृद्धि सेवाएं हेतु प्रस्ताव का आमंत्रण

**REQUEST FOR PROPOSAL(RFP) FOR
IT RESOURCE AUGMENTATION SERVICES**

[निविदा सं. 314/2022/1679/HO1/DIV दिनांक दिसंबर 27, 2021]

[RFP No. 314/2022/1679/HO1/DIV dated December 27, 2021]

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Important Clarifications

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- 'Bank' means 'Small Industries Development Bank of India'.
- 'Bidder' means the respondent to the RFP document.
- 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
- 'Service Provider' refers to the successful bidder who provides the services to the bank after the contract is awarded by the bank, also abbreviated as 'SP'.
- 'RFP' or 'Tender' means the Request for Proposal document
- 'Bid' may be interchangeably referred to as 'Offer'.
- Onsite : Resources deployed on SIDBI Premises

Glossary

Acronym	Description
AMC	Annual Maintenance Contract
BG	Bank Guarantee
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
TCO	Total Cost of Ownership

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Critical Information/ महत्वपूर्ण सूचना
RfP No314/2022/1679/HO1/DIV dated December 27, 2021

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	December 30, 2021 / दिसंबर 30, 2021	-
2	Pre Bid meeting (no clarifications would be given after pre-bid meeting)/ पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा।	January 03, 2022 / जनवरी 03, 2022	12:00pm
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	January 17, 2022 / जनवरी 17, 2022	5:00pm
4	Address for pre-bid meeting and Bid Submission/ पूर्व-बोली बैठक व बोली जमा करने का पता	महाप्रबन्धक / General Manager (ITV) Small Industries Development Bank of India SIDBI Tower, 15, Ashok Marg, Lucknow – 226001 (Uttar Pradesh) Phone: 0522-2288546-50 Fax: 0522-2288459	
5	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	January 18, 2022 / जनवरी 18, 2022	11:00 am
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	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	The bidders are required to arrange for Presentation. Date would be intimated after bid submission. बोलीदाताओं को प्रस्तुतियों का प्रबंध करना होगा।	
8	Bid Validity/ बोली के वैधता	Six Months from the last date of bid submission. बोली जमा करने की अंतिम तिथि से छह महीने तक।	
9	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	Sudhir Tandon, DGM(Systems) 0522 4259738, standon@sidbi.in Amita Verma, AGM(Systems) 0522-4261662, amita@sidbi.in	
10	स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) केन्द्रीय सतर्कता आयोग द्वारा नियुक्त / Independent External Monitor (IEM) appointed by the CVC	श्री नागेश्वर राव कोरिपल्ली, (आईआरएस, सेवानिवृत्त) 38 द ट्राइल्स, मानिकोंडा आर.आर. डिस्ट्रिक्ट – 500089 मोबाइल: 9788919555 knageshwarrao@gmail.com Shri Nageshwar Rao Koripalli, IRS (Retd.)	

		38, The Trails, Manikonda, R.R. District, Hyderabad – 500089 Mobile : 9788919555 knageshwarrao@gmail.com
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1. Introduction and Disclaimers

1.1 Preface

This Request for Proposal document ('RFP document' or RFP) has been issued for "IT RESOURCE AUGMENTATION SERVICES" for a period of three years tentatively starting in **February, 2022**. The 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 SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

1.2 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 has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3 For Respondent only

The RfP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder") i.e. Government Organization/ PSU/ PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted and no other person or organization.

1.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim

all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.5 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, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

1.6 No Legal Relationship

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

1.7 Recipient Obligation to Inform Itself

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

1.8 Evaluation of Offers

The issuance of RFP document is merely an invitation to offer 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.

1.9 Acceptance of Selection Process

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

1.10 Errors and Omissions

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document but not later than twelve days prior to the due date for lodgment of Response to RFP.

1.11 Acceptance of Terms

Recipient will, by responding to SIDBI for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.

1.12 Requests for Proposal

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

Contact : **Amita Verma**
Position : **Asst. General Manager**
Email : **amita@sidbi.in**
Telephone : **0522-4261662**

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.

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.

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.

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.

1.13 Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RFP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

2. RFP Response

2.1 Bid Price

1. Non-refundable of ₹ 5,900/- (Five thousand nine hundred only including GST) by way of Banker's Cheque/ Demand Draft/ Pay Order/Direct deposit through RTGS/NEFT (bank details given below) drawn on a scheduled bank, favoring "Small Industries Development Bank of India", must be submitted along with RFP response.

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

2. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises(MSMEs).
3. Such Micro and Small Enterprises (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 copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
4. Bidder is required to inform its MSME status, if applicable.
5. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

2.2 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit. Details of the EMD are given in section 6.6.1.

RFP Response should be received by SIDBI not later than the time mentioned in 'Critical Information' section above, at the defined address of SIDBI Office premises.

2.3 RFP closing date

RFP Response should be received by SIDBI not later than the time mentioned in 'Critical Information' section above, at the defined address of SIDBI Office premises.

2.4 RFP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period of **six (6) months** from the date of the submission of bids.

2.5 Late RFP Policy

Responses received after the due date / time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened.

2.6 Receiving of RFP Response

Receiving of RFP response will be recorded by SIDBI in a 'Tender Receiving 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 preferably 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.

2.7 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 above. 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.

2.8 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. In view of the on-going COVID-19 pandemic, the Bank may decide to conduct on-line pre-bid meeting using Microsoft Team/ Skype for Business. Accordingly, while sending pre-bid queries to the designated Bank officials, details viz. Name, mobile number and e-mail id of the bidder's representatives who would be attending the pre-bid meeting, should be mentioned. In case the pre-bid meeting is held on-line, meeting invite shall be sent one day prior only to the bidder's representatives whose details have been received by the Bank.

3. In case some bidder does not receive the meeting invite, it would be bidder's responsibility to get in touch with designated Bank officials to get the meeting invite.
4. It would be the responsibility of the Bidders to be present at the venue of the meeting.
5. 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.
6. 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) website and Central Public Procurement Portal (CPPP) within three working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
7. 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.

2.9 Disqualification

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

2.10 Selection process

Successful Bidder will be selected through three bids evaluation process:

[A]. Eligibility evaluation [B]. Technical evaluation [C]. Commercial evaluation.

2.11 Details of Bids to be Submitted

- (a) Bidders are required to submit their responses in THREE envelopes, with contents of each as under:

Envelope #	Bid Contents	No. of Copies	Label of Envelope
I	<p>Minimum Eligibility Bid</p> <p>i. Eligibility Bid – Bid Covering letter as per format prescribed in Annexure-I</p> <p>ii. General Information about the bidder as per format prescribed in Annexure-II</p> <p>iii. Response to Minimum Eligibility Criteria as per format prescribed in Annexure-III</p>	Hardcopy – 2	<p>"Minimum Eligibility"</p> <p>IT Resource Augmentation Services RFP</p> <p>No314/2022/1679/HO</p>

	<ul style="list-style-type: none"> iv. DDs/Instruments towards bid price v. DDs/Instruments/RTGS towards Earnest Money Deposit (EMD) <p style="text-align: center;">OR</p> <p>Bank guarantee towards EMD as per format prescribed in Annexure-XIII.</p> <ul style="list-style-type: none"> vi. Declaration regarding clean track record, as per format prescribed in Annexure-IV vii. Bank Mandate Form as per format prescribed in Annexure-XII. 	A CD containing Softcopy - 1	1/DIV dated December 27, 2021
II	<p>Technical Bid</p> <ul style="list-style-type: none"> i. Details and corresponding documents as required for all the Technical Parameters stipulated under section 5.5 ii. Statement of deviations as per format prescribed in Annexure-VI iii. Letter of competence as per format prescribed in Annexure-VII iv. Power of Attorney as per format prescribed in Annexure-VIII v. Letter of Conformity as per format prescribed in Annexure-IX vi. Conformity of Hard Copies as per format prescribed in Annexure – V vii. Pre-Contract Integrity Pact as per format Annexure XV viii. Masked Commercial bid as per format prescribed in Annexure-XVI ix. Technical Bid as per format prescribed in Annexure-XVII 	Hardcopy – 2 A CD containing Softcopy - 1	“Technical Bid” IT Resource Augmentation Services RfP No314/2022/1679/HO 1/DIV dated December 27, 2021
III	<p>Commercial Bid</p> <ul style="list-style-type: none"> i. Commercial Bid Covering letter as per format prescribed in Annexure-X ii. Response to Commercial Bid as per format prescribed in Annexure-XVI 	Hardcopy – 1	“Commercial Bid” IT Resource Augmentation Services RfP No314/2022/1679/HO 1/DIV dated December 27, 2021

(b) Above mentioned three separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing **“IT Resource Augmentation Services RfP No314/2022/1679/HO1/DIV dated December 27, 2021”**.

- (c) All the individual envelopes must be super-scribed with the following information as well:
- i. Name of the bidder, Contact Number and mail id.
 - ii. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
 - iii. Envelope I, II & III should also contain softcopy in the form of DVD/CD of respective response documents.

2.12 Pre Contract Integrity Pact (IP)

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.

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-XV** on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place.

2.13 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. The RFP is floated on SIDBI website <http://www.sidbi.in>, Central Public Procurement Portal (CPPP) at eprocure.gov.in and Indian Trade Journal. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be posted on SIDBI website and CPPP. Bidders must have close watch on SIDBI website and CPPP during the intervening period before submitting response to RFP.
6. The bidder cannot quote for the project in part.
7. Each bidder shall submit only one proposal.

3. Background

3.1 Introduction

SIDBI was established on April 2, 1990 under the Small Industries Development Bank of India Act, 1989 with an aim to be the principal financial institution for the promotion, financing and development of industry in the small-scale sector and to co-ordinate the functions of the institutions engaged in similar activities.

Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions, such as, banks, State Financial Corporations etc. for onward lending to MSMEs and (b) direct assistance with thrust on MSEs. The Bank undertakes a number of promotion & development activities for the MSME sector. The Bank is also undertaking a range of structural initiatives like CriSidEx and MSME Pulse to facilitate policy direction to the sector.

For further details on SIDBI, please visit our website: www.sidbi.in.

3.2 Subsidiary/Associate Organizations of SIDBI

Over the years, SIDBI had emerged as an 'Institution builder' to address the varied needs of the MSME sector through a focused institutional framework. Establishment of SIDBI Venture Capital Limited (SVCL), an Investment Management Company was intended to support knowledge-based MSMEs by way of Venture Capital & Growth Capital. Micro Units Development & Refinance Agency (MUDRA) aimed at upscaling 'funding the unfunded'. ACUITE Ratings & Research, erstwhile SMERA, pioneered the SME ratings in the Country. (India SME Asset Reconstruction Company Ltd (ISARC) offers quicker resolution to NPAs in the MSME sector. Credit Guarantee Fund Trust for Micro & Small Enterprises (CGTMSE) now branded as UDAAN facilitates collateral free loans to MSE borrowers through the provision of credit guarantee. India SME Technology Services Ltd. (ISTSL) offers technology, advisory and consultancy services for Energy Efficiency and other projects.

4. Project Scope

4.1 Objective

SIDBI intends to select company for IT Resource Augmentation Services for various functions including but not limited to software development, maintenance and support, hardware support etc. The contract period shall be for a period of three years tentatively starting in **February, 2022.**

Vendor shall be required to deploy and manage the qualified, experienced, skilled and competent technical manpower as per "Section 4.3 Requirement of Resources" mainly at SIDBI offices in Lucknow/ Chennai/ Mumbai/ New Delhi/ Bangalore or any other location in India as decided by SIDBI. Successful bidder shall be required to facilitate selection of resources **within 30 days period** as per the requirements of SIDBI **without any additional cost to SIDBI.**

The purpose behind issuing this RfP is to invite pre-qualification/ minimum eligibility, technical bid and commercial bid from the eligible bidders and carryout selection of bidder(s) for the above purpose.

4.2 Scope at a Glance

This RFP is being issued to select company for resource deployment, at SIDBI locations i.e. Lucknow, Chennai, Mumbai, New Delhi NCR/Bangalore (or any other location in India) for development, maintenance and support of Applications and Services, as mentioned in the "Section 4.3 Requirement of Resources". The bidder will be required to provide/manage resources that would be deployed at SIDBI locations as per requirement and be in a position to visit SIDBI office for any discussions/ meetings. The Bank recognizes that, as the requirement expands or shrink, it is possible that additional resources will be needed or resources may be reduced. Accordingly, the Bank may request/ demand for additional resources for self and/ or its associates/ subsidiary concerns. In case of requirement of resources for associates/ subsidiary, a separate order may be placed by the Bank or associates/ subsidiary at the same terms & conditions. SIDBI would generally require these resources for various functions including (but not limited to) design, development, maintenance and support of applications, websites/ web portals, mobile applications, development of APIs/ web services, OCR, data analytics and modeling, business intelligence

(BI), software testing and quality control, project/ program management for complete project lifecycle.

4.3 Requirement of Resources

The augmentation of resources as per requirements shall be undertaken during the contract period from the selected vendor.

Vendor shall ensure the following in connection with resource deployment:

1. The vendor shall prepare job description and specifications for various positions in coordination with SIDBI as per requirements of hiring, which shall include roles and responsibilities, key performance indicators, qualification, experience and compensation (CTC) etc.
2. Vendor will source CVs of resources qualifying the requirements.
3. Vendor will carry-out scrutiny of CVs and filter/ validate CVs meeting the criteria as per SIDBI requirements.
4. Vendor will carry out a competency check for the CVs in respect of the technical and personal documents.
5. Vendor will arrange for technical & HR interviews of the resources short-listed by SIDBI based submitted CVs. This may involve multi-level interviews to assess the technical competency of resources and also for finalization of CTC/ emoluments, etc.
6. Vendor shall finalize the salary components as per the CTC defined by SIDBI with the selected candidate and inform to SIDBI.
7. Vendor will carry out and completely manage the on-boarding process of the selected resources to SIDBI.
8. The selected resources will be on the rolls of the vendor.
9. Resource members deployed by Vendor will be subjected to the disciplines, office decorum, etiquettes as applicable to any other resource member of the bank.
10. The vendor shall be required to carry-out background verification of each resource after its joining at SIDBI and submit the verification report within 45 days of joining at SIDBI.
11. Deployed resource members have to make their own arrangement of transport (including in case of night shift or late sitting in the office).
12. Resource members deployed by Vendor have to make their own arrangement of lunch/ snacks/ breakfast etc. Alternately, same facility may be availed at bank's lounge at a cost, as charged by the caterer.
13. All the deployed resources should have good communication skills and must be conversant with both English and Hindi.

14. Any change of resource during the period of contract should be done only with the prior written approval from SIDBI, except in the case of resignation or termination of the employment of the resource.
15. The vendor shall facilitate performance appraisal of hired resources in coordination with SIDBI during April – May months. The resources who join on or before 30th September will be eligible for increment on a pro-rata basis for the April to March cycle. The CTCs are revised yearly based on the performance appraisal of the hired resources. The estimated increment in salary from second year onwards shall be maximum @ 10% per annum (for every consecutive year).
16. The successful bidder shall be responsible to ensure that all the persons employed by them in execution of the work in connection with the execution of this contract shall not describe to any third party, without prior written permission from SIDBI, any information furnished to them by SIDBI or which may be necessary in carrying out their obligation under this contract and shall treat all such information as confidential.
17. SIDBI will provide the desktop computers or laptops to the deployed resources based on requirement.
18. The selected bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the selected bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected bidder, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the bidder shall be paid by the selected bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected bidder's employees, agents, contractors, subcontractors etc. The selected bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected bidder's employees, agents, contractors, subcontractors etc.

4.4 Leaves and Holidays

1. SIDBI office time and holiday calendar shall be applicable for resources deployed on site. In case required, the resources will have to work beyond normal working hours and on holidays.
2. A resource shall be allowed to take 02 [Two] days leaves per month.
3. Any un-availed leave of a resource during the month will carry forwarded to next month. However, leaves will not get carried forward to the next calendar year. Any absence of a

resource beyond the accumulated admissible leave shall attract proportionate deduction towards the days of absence while making the payments to the vendor. The vendor shall be required to submit the bills accordingly after adjusting such deductions.

4. A person month will comprise of actual number of days of corresponding month to arrive at person day rate for broken periods less than one month for resources deployed onsite.

4.5 Responsibilities of Project Manager

The service provider will be required to identify a single point of contact (SPOC), who will act as Project Manager for SIDBI. Project Management/Governance responsibilities would primarily cover the following:

- a. To ensure Services Delivery.
- b. Risk identification and mitigation strategy.
- c. Overall responsibility for delivery of services as per Scope and Service Level Agreement (SLA).
- d. Maintain communications with SIDBI.
- e. Provide escalation to Service Provider's senior management if required.
- f. Conduct regularly scheduled resource hiring status/ review meetings involving officials of the Service Provider and SIDBI.
- g. Submission of all periodic reports
- h. Preparatory activities and submission of all related information required to facilitate SIDBI in clearing invoices submitted by SP.

4.6 Continuity of Resources

1. Successful bidder is required to take utmost care in identifying the resources to be deployed at SIDBI location, as the resources deployed should continue for long time (minimum 1 year) and should not leave in short period without written approval from SIDBI.
2. Identified Project Manager should continue across the contract period except in the case of retirement, resignation or termination of the employment.
3. Resources deployed at SIDBI site, should not be removed from the site by the vendor without prior written approval from SIDBI, except in cases of resignation by the candidate. If any resource to be replaced from SIDBI location, an advance notice of at least 60 days to be given to SIDBI.
4. In case of resignation by a resource, notice period of 60 days must be served by the candidate. Agency needs to ensure deployment of another resource with the same or higher skill set/profile as desired by SIDBI within 60 days of resignation.

5. The Bank shall have the right to terminate any of the hired resource(s) by giving a notice period of 60 days or equivalent amount payable to resource(s).
6. Any shortfall in notice period will be treated as absence and corresponding liquidated damages would be applicable.
7. A resource shall be considered absent if allowed leave of absence has already been availed for the month.
8. No resource deployed at SIDBI location is allowed to be elevated to next level within a period of 2 years (irrespective of his / her position at bidder company) and resource should work at the site minimum for a period of 2 years in the same position.
9. Service provider and all the deployed staff members will be required to sign the declaration form as per bank's IT security policy or any other similar guideline.
10. No additional resources should be deputed at SIDBI location without prior written approval from SIDBI.

4.7 Liquidated Damages

4.7.1 Liquidated damages for delay in deployment of Onsite resource(s)

Service Provider shall facilitate selection of resources within 30 days from (1) date of issue of purchase order OR (2) the date of issue of a change order for additional resources by SIDBI during the contract period. Any delay beyond such limit shall attract liquidated damage @ Rs. 500 for each day delay.

4.7.2 Liquidated damages for absence of Onsite resource(s)

Service provider shall ensure the availability of resources as per defined Service Window for each resource category. Any absence beyond the prescribed leave of absence shall attract liquidated damages as under in case stand-by resource with similar profile is arranged by the Service Provider as per defined requirement:

Allowed leave of absence per month	Liquidated damages beyond leave of absence	
	where continuous leave of absence <= 10 working days	where continuous leave of absence > 10 working days
02 (two) day	• 110 % of the Man Day cost	• 120% of the Man Days cost

E.g.: If Resource is absent for 13 days (over and above allowed one day leave) in a month, for all 13 days, liquidated damages would be calculated as 120% of Man Day Cost*13.

Note: In case of change of resource (refer to Clause 4.4), un-availed leave by earlier resource will lapse and not be carried / clubbed with new resource.

4.7.3 Background Verification of Resources

The Background verification report need to be submitted within 45 days of joining at SIDBI. Any delay beyond such limit shall attract liquidated damage @ Rs. 1000 for each weeks delay or part thereof.

4.8 Statutory & Regulatory Compliance

1. The bidder should ensure all statutory and regulatory compliance towards:
 - a) ESIC & EPFO – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO. Please note that these are Government bodies, compliance to which is Mandatory.
 - b) Minimum Wages Act – The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of on-site resources. The bidder should follow all payout norms as per the MWA in all the states.
 - c) Any other Act/Statutory and regulatory compliances as applicable.
2. The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed thereunder and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the agency to ensure all labour law compliances with respect to the manpower deployed by it and shall keep the Bank indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc., arising out of the contract awarded in respect of the present tender.
3. The service provider shall be solely responsible for the redressal of grievances of any of its staff deployed in the Bank. The Bank shall, in no way, be responsible for settlement of such issues whatsoever.
4. The Bank shall not be responsible for any financial loss or any injury to any of the staff deployed by the service provider in the course of their performing the functions/duties, or for payment towards any compensation.
5. The Bank shall have no liability in this regard.

5. Evaluation Methodology

5.1 Objective

1. The objective of this evaluation methodology is to facilitate the selection of one Service Provider (SP) fulfilling selection criteria and providing professional services at optimal cost.
2. The selected bidder will be entrusted with end-to-end responsibility of management of Web Applications and Services of the bank for the period of three (03) years. Initially, order will be placed for one year with selected service provider and the same will be renewed on yearly basis based on review of satisfactory performance during past year.

5.2 Evaluation process

1. The Bank has adopted a Three (3) bid processes 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 / pre-qualification Criteria
 - ii. Technical Evaluation
 - iii. Commercial Evaluation
2. The Bank shall, first evaluate the response submitted against 'Minimum Eligibility / pre-qualification' criteria and based on its evaluation, 'Technical bids' shall be opened only for the bidders qualifying the eligibility criteria. The final selection will be done based on the commercial evaluation (L1) of technically short listed bidders. In the instance that more than one company quote the same, the order would be divided equally amongst the companies.
3. 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.
4. 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/Fax), 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.

5.3 Preliminary Examinations

1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.

2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For the purpose of this clause, a substantially responsive Bid is one, which conforms to all the essential and mandatory requirements and / or contains reservations with regard to the critical and essential terms and conditions of the Bidding Document without material deviations.
4. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, Force Majeure etc. will be deemed to be a material deviation.
5. 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. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.
6. 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.
7. 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.
8. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
9. The bidder should satisfy the pre-qualification criteria as specified in the tender.

5.4 Evaluation of Eligibility Criteria

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria.

Sr. No.	Criteria	Documents to be submitted as a proof
1	The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.	<ul style="list-style-type: none"> • Partnership firm: Certified copy of Partnership Deed. • Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business. • Reference of Act/Notification

2.	The bidder, during the last 2 years, should have provided manpower for Software/ application Development or Technology Implementation to institutions as on the last date of submission of bids: (i) Atleast One order with value Rs. six (6) crore or more; OR (ii) Atleast Two orders with each with value of Rs. three (3) crore or more; OR (iii) Atleast Three orders with each with value of Rs. two (2) crore or more;	Copy of Work order/ agreement. Please provide completion certificate for completed projects.
3	The Bidder should have made cash profit in at least 2 years out of last 3 financial years out of Indian Operations.	Audited financial statements i.e. profit and Loss statement and balance sheet for last three FYs.
4	The bidder should have average minimum turnover (in respect of IT Resource Hiring Business) of INR 10 Crores in last 3 financial years (FY 18-19, FY 19-20, FY 20-21) out of Indian Operations.	A certificate from Statutory Auditor giving details of Cash Profit and Average Turnover(in respect of IT resource hiring) for last three years.
5.	The Bidder should have an office registered in India.	Self-declaration with address and contact details on letter-head signed by authorized signatory of the Bidder
6.	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.	<ul style="list-style-type: none"> Letter of undertaking to this effect on company's letter-head signed by authorized signatory of the Bidder Provide declaration as per Annexure-IV
7.	The bidder should be registered with following: i. Employee provident fund (EPF) ii. ESIC iii. GST iv. PAN	Please enclose copy of such registration certificate.
8.	Compliance of Statutory & Regulatory guidelines towards clause # 4.17 under Chapter 4.	Self-declaration on company's letter-head duly signed by authorized signatory of the bidder

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

Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with the eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation. Bank reserves the right to cancel the bid / call for clarifications in this regard. 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.

5.5 Technical Evaluation

The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria.

The criteria for evaluation of technical bids are as under:

Sr. No.	Criteria	Evaluation Parameters	Max. Scores	Evidences to be submitted
1	Experience in terms of number of assignments Experience of hiring manpower Resources in IT/ ITeS sector during last two years from the last date of submission of bids.	Contracts with annual value less than Rs. two crore shall not be considered. 1 to 3 contracts: 30 Marks 4 to 6 contracts: 40 Marks More than 6 contracts: 50 Marks	50	Copies of corresponding purchase or work orders/ contract agreements or completion certificate issued by client, along with client contacts. The evidences should clearly define the value.
2	Average annual turnover (in respect of IT Resource Hiring Business) in last 3 financial years (FY 18-19, FY 19-20, FY 20-21)	Average turnover of last three FYs for company (in respect of IT Resource Hiring Business): Rs. 10 upto Rs. 20 Crores = 10 marks Above Rs. 20 upto Rs. 50 Crores = 20 marks More than Rs. 50 Crores = 30 marks	30	Statutory Auditor Certificate clearly detailing the turnover along with copies of Audited Financial Statements (Balance sheet & Profit & Loss statement)
3	Presentation to showcase development capabilities	Approach & Methodology; hiring plan with timelines; Risks and mitigation measure	20	The presentation shall be of maximum 45 minutes including Q&A
Total Marks			100	

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

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

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

3. As part of technical evaluation, the Bank may contact the customer references to get feedback about the credentials submitted by the bidder. The Bank at its discretion may not consider those projects / references for scoring, if in the Bank's opinion it is not relevant or meet corresponding criteria or in case the responses received from the customer contacts are negative.

A. **Relative Technical Score (RS_{Tech})** for each bidder will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{high} * 100$$

$$RS_{Tech} = T / T_{high} * 100$$

Where,

- RS_{Tech}** = Relative score obtained by the bidder
- T** = Technical score obtained by bidder
- T_{High}** = Highest Technical score secured among the Bidders

- B. Technical Bids receiving RSTech greater than or equal to a score of 80 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- C. If less than 3 bidders qualify as per above criteria (RSTech >= 80), SIDBI reserves the right to short list top 3 (three) bidders subject to RSTech >= 75.

5.6 Evaluation of Commercial Bid

- In this phase, the Commercial Bids of the Bidders, who have been short-listed after technical evaluation criteria in previous phase, will be taken for commercial evaluation. Bidders who do not qualify the technical evaluation will not be invited for opening of commercials.
- The margin percentage should be quoted in upto 2 decimal places and should be minimum **8%**. Any bid with a quote less than **8%** shall be rejected.
- The date for opening of commercial bids will be separately advised.
- SIDBI will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the Lowest Commercial bid (L1).
- L1 would be based on the **lowest margin % (percentage) quoted by the bidder**.
- Further SIDBI shall be awarding the order to upto three bidders in the following manner:

- a. Accordingly, the L1 bidder and two more bidders will be selected, who agree to match the margin % as quoted by L1 bidder, by inviting the L2, L3 ... bidders in the order of their bids.
- b. The resources will be hired by selection among the candidate profiles provided by the selected bidders.

5.7 Arithmetic errors correction

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

- i. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
- ii. If there is discrepancy in the unit price quoted in figures and words, the unit 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.
- iii. 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.
- iv. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct.
- v. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.

5.8 Final Selection of the Eligible Bidder

Up to three vendors with the lowest (L1) margin percentage (%) as per "RfP Section 5.6 Evaluation of Commercial Bids", will be selected, subject to all the terms and conditions defined in this RfP document for further discussion prior to finalizing contract.

5.9 Issue of purchase order and renewal of Contract

1. Contract period shall tentatively start in February 2022 for a period of three years.
2. At the end of each year, SIDBI will review the performance of the contract. In case of non-satisfactory performance, SIDBI shall have the right to discontinue the contract by giving three month notice to the vendor.

3. It may also be mentioned that, if required, SIDBI has the right to extend the contract for a period of not less than 1 month (up-to 1 year). Vendor is required to un-conditionally accept the same. Cost of the extended period would be as per the rates quoted for the third year as mentioned in Commercial bid.

6. Terms and Conditions

6.1 General

1. 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.
2. 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/submitting the response.
3. 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.
4. SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. SIDBI reserves the right to make any changes in the terms and conditions of purchase. SIDBI will not be obliged to meet and have discussions with any Bidder, and / or to respond to any representations.
5. SIDBI reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website.
6. Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
7. SIDBI reserves the right to change the required specifications and ask for the revised bids or cancel the process without assigning any reasons.

8. The scope of the proposal shall be on the basis of single point responsibility, completely covering the services specified under this RFP.
9. Bidder must be ready to accept the extension of the contract by a further period of maximum 12 (twelve) months on the same terms and conditions, if so desired by SIDBI.
10. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.
11. Resources can be hired by Associates of SIDBI also at the contracted rates, however, order will be placed directly by the Associate Institute to the selected vendor and payment will also be made directly by the Associate Institute to the vendor.
12. Normally, the Order will be placed on the successful bidder as per the details given in this document. But, if there is any change in name/ address/ constitution of the bidding Firm/ Company at any time after the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account of such a change the Firm/ Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank will be final
13. Subsequent to the issuing of purchase order(PO) or signing of the contract by SIDBI, in the event of bidder being taken/ brought over by another company, all the obligations and execution of responsibilities under the PO / contract with SIDBI should be passed on during the negotiation for compliance and execution by the new company .
14. The actual joining of the resource may depend on the notice period required to be served by the selected resource at the existing employer. However, in case of urgency by SIDBI, the resource notice period can be bought by compensating the notice period amount to the existing employer. If such a case arises, a prior written approval for such buy-out of notice period shall be required from SIDBI and the amount shall be reimbursed to the vendor after joining of the candidate at SIDBI.

15. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/ has ceased, the Bank shall pay the Bidder for that part of the services procured which have been authorized by the Bank and satisfactorily performed by the Bidder and accepted by the Bank, up to the date of termination, without prejudice any other rights, the Bank may retain such amounts from the payment due and payable by the Bank to the Bidder as may be required to offset any direct losses caused to the Bank as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract the Bidder shall compensate the Bank for any such direct loss, damages or other costs, incurred by the Purchaser.
16. Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
17. BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the Bank guarantee under this contract.
18. The termination hereof shall not affect any accrued right or liability of either party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
19. SIDBI shall have the sole ownership of and the right to use, all data that may be in possession of the selected bidder/vendor or its representative in the course of performing the services under the agreement/contract that may be entered into. All documents, report, information, data etc. collected and prepared by the bidder in connection with the scope of work submitted to SIDBI will be property of the Bank. The bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Successful Bidder shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services".

20. The bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any location of the Bank.

6.2 Clarification of Bids

1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in Bid Information Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted by date as mentioned in 'Critical information' section of RfP. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the website. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.
4. 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 (Fax/e-Mail/letter), and no change in the price of substance of the Bid shall be sought, offered or permitted.
5. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
6. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

6.3 Amendment to the bidding document

1. At any time prior to the deadline for submission of Bids, SIDBI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RFP by amendment and same will be placed on the bank's website for information of all prospective Bidders.

1. The amendment will be posted on Bank's website www.sidbi.in and CPP portal.
2. 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.
3. 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

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

6.5 Rules for Responding to the RFP

1. The responses to the RFP would be deemed to be legal documents and will form part of the final contract. Bidders are required to attach a '**Letter of competence**' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in Annexure-VII.
2. Bidders shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have prior to finalizing their responses. All questions are to be submitted to the contact details mentioned, and should be received by the point of contact not later than the date mentioned in '**Critical Information**' of this RFP document. Responses to inquiries and any other corrections and amendment will be made available on bank's website. The Bidder, which posed the question, will remain anonymous.
3. Any part of the response either technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the bank.

4. SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of SIDBI, the information furnished is incomplete or the Bidder does not qualify for the contract.
5. The bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be rejected.
6. The Bidder must submit the response exactly in the formats mentioned in this RFP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. SIDBI would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant additional information.
7. By submitting a proposal, the Bidder agrees to promptly contract with SIDBI for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with SIDBI within stipulated time will relieve SIDBI of any obligation to the Bidder, and a different Bidder may be selected.
8. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by SIDBI.
9. Responses received after the due date / time would be considered late and shall not be accepted or opened. Late received bids shall be returned un-opened.
10. SIDBI would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the bid to the Bidder.
11. SIDBI shall not be liable for costs incurred during any discussion on proposals or proposed contracts or for any work performed in connection therewith.
12. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

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

6.6 Bid Security & Performance Guarantee

6.6.1 Bid Security / Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 2,90,000/- (₹ Two Lakh Ninety Thousand only) in the form of Demand Draft/ Pay Order/RTGS OR Bank guarantee issued by a scheduled commercial bank.
2. Demand Draft/Pay order should be in favour of "Small Industries Development Bank of India" payable at Lucknow or in the form of Performance Security. The Demand Draft/ Pay Order should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank.
3. Format of EMD/ Bid Security is prescribed in "Annexure XIII – EMD / Bid Security Form". Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
4. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
5. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
 - i. In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
 - ii. Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

- iii. In case the successful Bidder fails to accept and sign the contract as specified in this document within time stipulated by SIDBI for any reason whatsoever; or
 - iv. In case the successful Bidder fails to provide the performance guarantee within one month from the date of issuing the Letter of Intent / placing the order by the Bank or signing of the contract, whichever is earlier, for any reason whatsoever. Besides forfeiting the EMD, the Bank may also ban the bidder from subsequent bidding for a period of not less than 3 years.
6. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:
- i. Receipt of the signed contract and performance security from the successful bidder. **OR**
 - ii. The end of the bid validity period, including extended period (if any), **OR**
 - iii. Issue of Letter of Intent / Purchase order to the successful bidder
7. Successful bidder will be refunded the EMD amount only after submission of Performance Bank Guarantee as mentioned in Performance Bank Guarantee (PBG) section.
8. No interest will be paid on EMD.
9. Request for exemption from EMD will not be entertained. (For MSEs, refer Clause 2.1 Point No.3)

6.6.2 Performance Bank Guarantee (PBG)

1. 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 Annual CTC of hired resources for a period of three years including vendor's margin. During the contract period, in case of shortfall of PBG value with respect to the annual CTC of hired resources, the vendor shall submit additional PBG to meet the shortfall. The performance guarantee will be valid till at least three months beyond the expiry of the contract period. The performance security is to be submitted within ONE month from the date of issuing the Letter of Intent / placing the order by the Bank or signing of the contract, whichever is earlier as per the format provided by Bank. The guarantee should be from a scheduled commercial bank only.

2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
3. 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.
4. The Performance Bank Guarantee would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder.
5. 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 fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
6. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by SIDBI.
7. If aggregated liquidated damages exceeds 10% of the aggregate cost of all orders placed for the corresponding year, SIDBI will inter-alias, be at liberty to invoke the performance guarantee within the ambit of Section 6.7 (2) hereinafter in addition to other remedies available to it under the contract or otherwise.
8. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the 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.

6.7 Forfeiture of performance security

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

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

6.8 Procurement Policy on Micro and Small Enterprises (MSEs)

1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. Such Micro and Small Enterprises (MSEs) would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
5. In tender participating Micro and Small Enterprises quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be contracted to meet up to 20 percent of resource requirement.
6. Bidder is required to inform its MSE status, if applicable.

6.9 Period of Validity of Bids

1. Prices and other terms offered by Bidders must be firm for an acceptance period of six (6) months from last date for submission of bids as mentioned in 'Critical information' sheet.
2. 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.
3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

6.10 Deadline for submission of Bids

1. 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.

2. 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.
3. 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.

6.11 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.

6.12 Modification And/ Or Withdrawal of Bids

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
2. The Bid modification or withdrawal notice must be on bidder's letterhead, signed by authorized signatory and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
3. No bid may be modified or withdrawn after the deadline for submission of bids.
4. Bank 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.

6.13 Opening of Bids by the Bank

1. Bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.
2. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
3. 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.
4. The Bidder name, and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of bid opening.

5. 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.

6.14 Preliminary Examinations

1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning qualification criteria, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
6. The 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.

6.15 Use of Contract Documents and Information

1. The selected 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 therewith, to any person other than a person or persons employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available in whole or in part by the Recipient to any other person. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that

any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

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

Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

10. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
11. In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - a) Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - b) Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - c) Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this document; and h) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
12. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any hardware or other device in its possession or under its custody and control; and
 - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

13. The restrictions in the preceding clause shall not apply to:
- a) Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
 - c) The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.
14. The shortlisted bidder shall be required to execute a Non-Disclosure Agreement as per format provided by the Bank.

6.16 Rules for Evaluation of Responses

1. All the responsive bids will be evaluated as per the procedure detailed in Chapter- 5 - Evaluation methodology.
2. All the documentary proofs are to be submitted along with the bid in this regard.
3. To assist in the scrutiny, evaluation and comparison of responses/offers, SIDBI may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. SIDBI has the right to disqualify the Bidder whose clarification is not received by SIDBI by the stipulated time or is found not suitable to the proposed project.
4. SIDBI may appoint the services of an external consultant for evaluation of the bid proposal.
5. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

6. SIDBI may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of SIDBI contains any false or misleading claims or statements. SIDBI shall not be liable to any person for excluding or rejecting any such proposal.
7. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
8. SIDBI reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document. SIDBI would not give any clarification/explanation to the concerned bidder in case of such rejection.
9. SIDBI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
10. SIDBI will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and qualifying evaluation criteria. However, SIDBI shall not be bound to accept any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

6.17 Contacting the Bank

1. 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.
2. 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.

6.18 Award of Contract

1. 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, and is the L1 Bidder.

6.19 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.

6.20 Commercial Bid

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

2. **Tax & Octroi** -The quoted margin percentage (%) would exclude all taxes/ cess such as GST, sales tax, VAT, custom duties, service tax, Education cess, Swachh Bharat Cess, Krishi Kalyan Cess, Octroi etc., that need to be incurred (at current rate). No additional cost whatsoever would be paid.
3. **Validity of Bids** - The prices and other terms offered by Bidders must be firm for an acceptance period of six (6) months from date of opening of the commercial bids.
4. 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.
5. It would be bidder's responsibility to identify and factor cost of each and every commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder (Service Provider) has to provide the services at its own cost. However, if anything is missed out by SIDBI in the RfP document, SIDBI would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Service Provider for similar such item.
6. The Commercial Bid should be strictly as per format mentioned in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.

6.21 No Commitment to Accept Lowest or Any Offer

1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Bank. However, the Bank does not bind itself to accept 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.

6.22 Acceptance of the Services

After the transition period, the services will be accepted once all the requisite services deliveries have been commenced and requisite resources as per the agreement has been deployed at respective locations to the satisfaction of SIDBI. Service provider must obtain the signature of acceptance from SIDBI at appropriate time.

6.23 Service Delivery

1. Successful Bidder / Service provider will be required to commence all the services as per the purchase order.
2. To meet SIDBI's requirements, as spelt out in the RFP, the Bidder must have the requisite experience in providing services and the financial wherewithal that would be required to provide the services sought by SIDBI, for the entire period of the contract.
3. Project is based on delivery of on-site services at SIDBI's office premises as per defined 'Service Level Agreement' (SLA). Bidder is required to post certain number of resources under several categories on-site at SIDBI office as per its response to this RfP.
4. In addition to providing services as per service window defined in this RfP document, service provider is required to provide services on Saturdays /Sundays /Holidays in case of urgent requirement of the bank.
5. Time is the essence of this RfP/ Contract to be entered with the Successful Bidder, therefore, the Bidder must strictly adhere to the delivery schedule of the manpower and services identified in their proposal. Failure to do so will be considered as breach of the terms and conditions of the contract.
6. The Bidder undertakes to provide appropriate human as well as other resources required, to execute various tasks assigned as part of the project, from time to time.
7. SIDBI reserves the right to reduce resources anytime during the contract period without assigning any reason thereof, with a prior written notice of **30 days**. Payment of such resources shall be made on pro-rata basis till the date of stopping.

6.24 Ownership of Delivered Services

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

6.25 Terms of Payment

1. Payment Terms

- a. Payment will be made **monthly** on submission of invoices corresponding to the salary of hired resources for the respective period in the month. The service provider will submit invoices at the end of the month. The Bank will make the payment within 30 days subject to submission of invoices along with supporting documents / reports towards delivery of services. Applicable liquidity damages will be deducted to arrive at the payable for the month.
- b. First payment to the vendor will be payable after submission of Performance Bank Guarantee. The performance bank guarantee should be as per the format given in Annexure -XIV.
- c. All the payments will be made electronically through RTGS/ NEFT. Vendor to submit Bank Mandate Form (as per Annexure -XII) along with cancelled cheque in original before raising first invoice.
- d. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- e. TDS, if any, will be deducted while releasing the payment.
- f. All Payments will be made to the Bidder in Indian Rupee only.

2. **Payments:** Invoices should be submitted in accordance with the specific instructions provided below:

- a. Subject to SIDBI being satisfied that the Service Provider (SP) are or have been carrying out their duties, obligations and responsibilities under the assignment, sums duly approved shall be paid within 30 days of receipt of a valid invoice along with supporting documents, if any. TDS will be deduced as applicable.
- b. If for any reason SIDBI is dissatisfied with performance of the Contract, an appropriate sum may be withheld from any payment otherwise due. In such an event SIDBI shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- c. Should SIDBI determine after paying for a particular service that the service has not been completed satisfactorily, SIDBI may recover, or withhold from further

payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.

3. Payment in case of Termination of assignment – In case the engagement is terminated payment will be made as follows :

- Payment towards services will be made on pro rata basis, for the services, which have been completed & accepted by SIDBI, after deducting applicable TDS/other taxes.
- SIDBI will continue to own the deliverable submitted by SP and reserve the right to appoint any third-party.

6.26 Taxes and Duties

1. 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.
2. 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 bidder at its own cost.
3. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect 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 its responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
4. 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.

6.27 Addition / Deletion of qualified offerings

The intent of this Tender is to establish an initial set of service offerings. The Bank recognizes that based on requirements, it is possible that additional resources will be needed during the contract period. Accordingly, the Bank may request / demand for additional resources by issuing additional order at the same rates and terms and conditions during the contract period. In case of requirement of service delivery for associates / subsidiary, a separate order

may be placed by the Bank or associates / subsidiary at the same rates and terms & conditions.

6.28 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.

6.29 Liquidated damages for Default in Services

Liquidity Damages charged towards shortfall in achieving Service Level Requirement during the contract period has been defined in Chapter – 4.8. All of them are independent of each other and several and cumulative and not exclusive of each other.

Liquidated damages 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 Liquidity damages, if any, against any amount payable to the bidder or will be adjusted against the PBG.

6.30 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

6.31 Execution of Agreement and NDA

1. The Bank shall issue the purchase order to the selected bidder for a contract period of 3 years. The order would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank which will include a Non-disclosure Agreement clause.
2. The date of Purchase Order 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.

6.32 Term and Termination

A. Termination for non-performance / Default

1. Bank may, without prejudice to any other remedy for breach of contract, by giving written notice of 30 days to the bidder, terminate the contract in whole or part on occurrence of any or part of the following events:
 - a) If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract;
 - b) The Selected bidder breaches its obligations under the scope document or the subsequent agreement;
 - c) Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
2. Prior to providing written notice of termination to bidder under this clause, the Bank shall provide bidder with a written notice of 60 (sixty) days' in case of s.no. 1(b) and s.no. 1(c) above, to cure such breach of the agreement/contract. If the breach continues or remains unrectified after the expiry of the cure period, the Bank shall have the right to initiate action in accordance with the above s.no.1 hereabove.
3. The Bank will not bear any compensation for these exits as they are due to non-performance/default of service provider. The bank's decision in this regard will be final.
4. Based on the performance of individual resource, if the Bank decides that the performance of the resource is not as per expectations, the Bank is entitled for terminating the resource a written notice of 60 (sixty) days.

B. Termination for insolvency, Bankruptcy, Winding-up etc.

1. Bank may terminate the Contract by giving written notice of 30 days' to the bidder:
 - a) If the bidder becomes bankrupt or otherwise insolvent.
 - b) The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
2. In this event termination will be without any compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

C. Termination for the convenience of bank

1. Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 60 days' notice sent to the bidder, may terminate the Contract, in whole or in part, at any time during the contract period. The notice of termination shall specify the brief reason for such termination, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.
 2. In case, the vendor is found not making the due payments towards salary/statutory dues, etc. to the hired resources, the Bank shall have the right to encash the Bank Guarantee, terminate the Contract and suitable action against the vendor.
- D. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

6.33 Subcontracting

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

6.34 Applicable laws

1. The Contract shall be interpreted in accordance with the laws prevalent in India.
2. 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/ staff/ 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 therefrom.
3. 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/ staff/ 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.

6.35 No Employer-Employee Relationship

1. The selected bidder during the term of the contract and for a period of one year 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 utilize 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.
2. The selected Bidder or any of its holding/subsidiary/joint-venture/ affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with SIDBI or any of its employees/ officers/ staff/ representatives/ personnel/agents. Staff deployed by the bidder shall never be deemed to be appointed by SIDBI nor shall they be under its service conditions.

6.36 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 all books, records and information relevant to the scope of work under this tender/ subsequent PO/ Agreement. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

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

6.38 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.

6.39 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 from or in any way arising out of any claim, suit or proceeding brought against the Bank by a third party as a result of:

- a) Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under the RfP document; and/or
 - b) An act or omission of the Bidder, employees, agents, sub-contractors, OEM in the performance of the obligations of the Bidder under the RfP document/ subsequent contract; and/or
 - c) Claims made by employees or subcontractors or subcontractors' employees or OEM or OEM's employees, who are deployed by the Bidder and/or by any statutory/ regulatory/ govt. authority, against the Bank; and/or
 - d) Material breach of any of the term of this RfP document and/or its Annexures or breach of any representation or inaccurate statement or assurance or covenant or warranty of the bidder under the RfP; and/or
 - e) Any or all Deliverables or Services supplied by Company infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - f) Breach of Confidentiality obligations by the bidder and/or its officials/ employees or any other person employed by them in connection with the Contract; and/or
 - g) Negligence or willful misconduct, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
 - h) 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:
- a) Notifies the Bidder in writing; and
 - b) Cooperate with the bidder in the defence and settlement of the claims.
- However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make consent of the Bidder, except where the Bank is required by any authority/ regulator to make a comment/ statement/ representation.
3. Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

6.40 Limitation of liabilities

1. The maximum aggregate liability of Service Provider, subject to s.no. 3 hereunder, in respect of any claims, losses, costs or damages arising out of or in connection with the RfP/subsequent contract shall not exceed the total contract value.

3. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
4. The limitations set forth in s.no.1 hereabove shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to Clause infringement of third party Intellectual Property Right;
 - b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations ;
 - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider and applicable to current scope of work.
5. For the purpose of s.no. 3(b) hereabove the definition of "Gross Negligence " and "Willful Misconduct" are as follows:
 - a) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.
 - b) "Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

6.41 Confidentiality

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

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees

involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.

1. "Confidential Information" means any and all information that is or has been received by the Bidder ("Receiving Party") from the Bank ("Disclosing Party") and that:
 - i. relates to the Disclosing Party; and
 - ii. is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - iii. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
 - iv. without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.
 - v. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
2. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
3. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
4. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - b. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

- c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and

Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

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

Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

- c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
7. The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

6.42 Corrupt and fraudulent practice

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:
 - a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
 - b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
 - c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
2. The Bank reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
3. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or

any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

4. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
5. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of bidder.

6.43 Resolution of Disputes

1. All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by the Bank and the bidder.
2. In case of failure to resolve the disputes and differences amicably, the matter may be referred by the Bank to a sole arbitrator, for adjudication thereof, to be appointed with mutual consultation.
3. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
4. The Bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
5. Arbitration proceedings shall be held Lucknow, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
6. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in the RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity,

including without limitation a right for recovery of any amounts and related costs and a right for damages.

7. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Lucknow and the parties agree to submit themselves to the jurisdiction of such court as the RFP/contract agreement shall be governed by the laws of India.
8. 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.
9. No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

6.44 Grievances Redressal Mechanism

Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers are there in place for the purpose. 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.

6.45 Force Majeure

1. The Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract subsequent to the RFP is the result of an event of Force Majeure.
2. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and /or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
3. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three

months SIDBI and the successful bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

5. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.



7. Annexures

Annexure I – Eligibility Bid – Covering Letter (To be submitted on Bidders Company letter head)

Date: _____

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

Dear Sir,

IT Resource Augmentation Services

1. We, the undersigned, offer to submit our bid in response and accordance with your **RfP No314/2022/1679/HO1/DIV dated December 27, 2021** Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD, tender fee and other documents as desired by the Bank.
2. 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 **180 days** from the date of last day for submission of offer (Bid).
3. If our offer is accepted we undertake projects for IT Resource Augmentation Services for a period of three years starting from **the date of the purchase order**.
4. 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".
5. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.
6. We understand that the Bank is not bound to accept any proposal it receives.

Yours sincerely,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Annexure II – General Information about Bidder

(To be submitted on Bidders Company letter head)

RfP No314/2022/1679/HO1/DIV dated December 27, 2021

S.N.	Description	Bidder's response
1	Name of the bidder company (Registered name of the bidding Company)	
2	Details of Incorporation of the Company.	Date: Ref. No.:
3	Status of Company. Documentary proof enclosed. (Yes/No)	
4	Website of Company	www.
5	Address of Registered Office with contact numbers.	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
6	Address for Correspondence (if different from above).	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
7	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).	
8	PAN No. Copy of PAN enclosed. (Yes/No)	
9	GSTIN No.	

	Copy of GST enclosed. (Yes/No)		
10	Contact Details of Bidder's authorized representative to make commitments to SIDBI.		
A	Name		
B	Designation		
C	Land Line No. (with STD code)		
D	Mobile No.		
E	Fax No. (with STD code)		
F	Mail Id		
11	Financials (for last three years)		
	Parameter	FY	Amount in lakh
A	Annual Turnover	2018 - 2019	
		2019 - 2020	
		2020 - 2021	
D	CA certificate attached for a, b, c above.		(Yes / No)
E	1. Audited balance sheet and 2. P/L account attached.		(Yes/ No)

Authorized Signatories

Name: _____

Designation: _____

Company 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 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.

Annexure III – Minimum Eligibility Criteria

(To be submitted on Bidders Company letter head)

RfP No314/2022/1679/HO1/DIV dated December 27, 2021

Sr. No.	Criteria	Documents to be submitted as a proof
1	<ul style="list-style-type: none"> The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted. 	<ul style="list-style-type: none"> Partnership firm: Certified copy of Partnership Deed. Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business. Reference of Act/Notification
2.	<ul style="list-style-type: none"> The bidder, during the last 2 years, should have provided manpower for Software/ application Development or Technology Implementation to institutions as on the last date of submission of bids: Atleast One order with value Rs. six (6) crore or more; OR Atleast Two orders with each with value of Rs. three (3) crore or more; OR Atleast Three orders with each with value of Rs. two (2) crore or more; 	Copy of Work order/ agreement. Please provide completion certificate for completed projects.
3	<ul style="list-style-type: none"> The Bidder should have made cash profit in at least 2 years out of last 3 financial years out of Indian Operations. 	Audited financial statements i.e. profit and Loss statement and balance sheet for last three FYs.
4	The bidder should have average minimum turnover (in respect of IT Resource Hiring Business) of INR 10 Crores in last 3 financial years (FY 18-19, FY 19-20, FY 20-21) out of Indian Operations.	A certificate from Statutory Auditor giving details of Cash Profit and Average Turnover(in respect of IT resource hiring) for last three years.
5.	The Bidder should have an office registered in India.	Self-declaration with address and contact details on letter-head signed by authorized signatory of the Bidder
6.	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.	<ul style="list-style-type: none"> Letter of undertaking to this effect on company's letter-head signed by authorized signatory of the Bidder Provide declaration as per Annexure-IV
7.	The bidder should be registered with following: <ul style="list-style-type: none"> v. Employee provident fund (EPF) vi. ESIC vii. GST viii. PAN 	Please enclose copy of such registration certificate.

8.	Compliance of Statutory & Regulatory guidelines towards clause # 4.17 under Chapter 4.	Self-declaration on company's letter-head duly signed by authorized signatory of the bidder
----	--	---

Format for Details of Projects:

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

Authorized Signatories

Name: _____

Designation: _____

Company 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 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.

Annexure IV – Declaration regarding Clean Track Record
(To be submitted on Bidders Company letter head)

Date: _____

To

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

Dear Sir,

Declaration regarding Clean Track Record
RfP No314/2022/1679/HO1/DIV dated December 27, 2021

I have carefully gone through the Terms & Conditions contained in the **RfP No314/2022/1679/HO1/DIV dated December 27, 2021** regarding selection of the vendor for IT Resource Augmentation Services for a period of three years.

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

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Annexure V – Conformity of Hardcopies
(To be submitted on Bidders Company letter head)

Date: _____

To

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

Dear Sir,

Conformity of Hardcopies

RfP No314/2022/1679/HO1/DIV dated December 27, 2021

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

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Annexure VI – Statement of Deviations**RfP No314/2022/1679/HO1/DIV dated December 27, 2021****(To be submitted on Bidders Company letter head)**

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/suggestion/ deviation that you propose as shown below.

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

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Annexure VII – Letter of Competence

RfP No314/2022/1679/HO1/DIV dated December 27, 2021

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

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

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Annexure VIII – Power of Attorney

RfP No314/2022/1679/HO1/DIV dated December 27, 2021

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

BY THIS POWER OF ATTORNEY executed on _____, 2019, 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 No314/2022/1679/HO1/DIV dated December 27, 2021** for "IT Resource Augmentation Services" and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

Annexure IX – Letter of Conformity
(To be submitted on Bidders Company letter head)

Date: _____

To

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

Dear Sir,

Letter of Conformity

RfP No314/2022/1679/HO1/DIV dated December 27, 2021

We, the undersigned bidders, having read and examined along with terms and conditions the aforesaid RFP document on "IT Resource Augmentation Services", issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows:

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

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Annexure X – Commercial Bid – Covering Letter
(To be submitted on Bidders Company letter head)

Date: _____

To

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

Dear Sir,

Commercial Bid – Covering Letter

RfP No314/2022/1679/HO1/DIV dated December 27, 2021

I, the undersigned, offer to provide services for the above-mentioned project, in accordance with your **RfP No314/2022/1679/HO1/DIV dated December 27, 2021** on " IT Resource Augmentation Services " and our proposal (Technical and Commercial Proposals) dated **[Date]**. The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and the other expenses like out-of-pocket expenses that we might incur and there will be no additional charges whatsoever. We will abide by the payment terms as mentioned in the aforesaid RfP.

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Annexure – XI Non-disclosure Agreement

NON-DISCLOSURE AGREEMENT

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute "IT Resource Augmentation Services" as per scope defined in the Request for Proposal (RFP) **RfP No314/2022/1679/HO1/DIV dated December 27, 2021** for Small Industries Development Bank of India, having its registered office _____, hereinafter referred to as the BANK and,

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

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

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

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

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

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information

(to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name:

Designation:

Office Seal:

IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____

Date : _____

Signature of: the party /
Authorized Signatory

.....

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

Bank's stamp :

Date :

[Signature of Authorized Official from the Bank]

Annexure – XIII EMD / Bid Security Form

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

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

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor") has undertaken, in pursuance of Request for Proposal **RfP No314/2022/1679/HO1/DIV dated December 27, 2021** for IT Resource Augmentation 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 six months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

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

.....

Date.....

Address

.....

.....

Annexure XIV – Performance Bank Guarantee

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

BANK GUARANTEE

Small Industries Development Bank of India
SIDBI Tower
15, Ashok Marg
Lucknow - 226001

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at , SWAVALAMBAN BHAVAN, 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 providing IT Resource Augmentation Services (**RfP No314/2022/1679/HO1/DIV dated December 27, 2021**) on the terms and conditions contained in the Managed Services Agreement dated _____ made between the Service Provider and the SIDBI (hereinafter called "the said Agreement") which terms, inter alia, stipulates for submission of an Bank guarantee for 10% of the contract value i.e. _____ (Rupees _____ only), for the due fulfilment by the Service Provider of the terms and conditions of the said Agreement.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of _____ only as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the contract entered into by it with SIDBI for providing IT Infrastructure Management Services and Support Maintenance Services to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Agreement during its tenure.

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

In witness where of we have set and subscribed our hand and seal thisday of2021.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

Annexure XV – Pre-Contract Integrity Pact
(To be submitted by bidders on non-judicial stamp paper of Rs.100/-)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of ----, 2021 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at SWAVALAMBAN BHAVAN, 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 IT Resource Augmentation Services (RFP No314/2022/1679/HO1/DIV dated December 27, 2021) and the BIDDER/Seller is willing to offer/has offered the services and WHEREAS the BIDDER is a private company/public company, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling 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 **Rs.7,70,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
 - (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Lucknow.
 - (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 is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of

Accounts of the BIDDER and the BUYER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

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

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

13 The parties hereby sign this integrity Pact, at _____ on _____

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure XVI – Commercial Bid Format
RfP No314/2022/1679/HO1/DIV dated December 27, 2021**IT Resource Augmentation Services**

S. N.	Description	Margin for the contract period
1	Margin i.e. % of salary of hired resources, which shall include all costs towards providing resources hiring services	%

Note: Bidders are requested to note the following:

- TDS will be deducted as per rules applicable.
- No additional terms and conditions should be imposed by bidders for submissions of commercial bids
- The margin percentage should be quoted in upto 2 decimal places and should be minimum 8%. Any bid with a quote less than 8% shall be rejected.

Date
PlaceSignature of Authorised Signatory ...
Name of the Authorised Signatory ...
Designation ...

Annexure XVII – Technical Bid

RfP No314/2022/1679/HO1/DIV dated December 27, 2021

IT Resource Augmentation Services

Srl. No.	Parameters (Project experience for last Three years, starting from April 2018 onwards)	Proof / Document Required	Attachment Tag ^{\$\$}
1.i	Experience in terms of number of assignments Experience of hiring manpower Resources in IT/ ITeS sector during last two years from the last date of submission of bids.	Please provide following details for all the projects: <ul style="list-style-type: none"> • Work Order + Completion Certificates from the client for completed projects. • Statutory Auditor Certificate clearly detailing the turnover along with copies of Audited Financial Statements (Balance sheet & Profit & Loss statement) • Contact details of the client (Person name, designation, phone, mobile, email) 	
1.ii	Average annual turnover (in respect of IT Resource Hiring Business) in last 3 financial years (FY 18-19, FY 19-20, FY 20-21)		
1.iii	Presentation to showcase development capabilities	Date and Time will be intimated separately	

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

Signature of Authorised Signatory

Seal of the Organisation

END of DOCUMENT