



Small Industries Development Bank of India

**Request for Proposal (RfP)
For
Selection of Agency
For
Co-branding of Hauz Khas Metro Station
(Magenta Line – Line 8)**

Small Industries Development Bank of India

Promotion & Development Vertical

Ground Floor, Videocon Tower

E-1, Rani Jhansi Road, Jhandewalan Extension,

New Delhi - 110055

Website: www.sidbi.in

Tender No. 2019AUG31/T002124661/NDHO/P&D

Price of the document: ₹ 2,500/-

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The information provided by the bidders in response to this tender document will become the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind or reissue this tender document and all amendments will be advised to the bidders and such amendments will be binding on them.

INVITATION TO BID

1 INTRODUCTION AND REQUIREMENT:

Small Industries Development Bank of India [SIDBI], a corporation established by the Small Industries Development Bank of India Act, 1989, acts as the principal Financial Institution for promotion, financing and development of the MSME sector and also to coordinate with institutions engaged in similar activities. The role and function of SIDBI are given in its website www.sidbi.in.

The Bank invites applications from registered reputed agencies as on date of RFP] involved in concept development & advertising activities (both indoor & outdoor spaces) including designing, fabrication & installation for carrying out advertising activities for SIDBI as per **para 5 (Scope of Work)**.

You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in Annexures and formats attached.

2 CRITICAL INFORMATION:

SNo क्र.सं.	Events / कार्यक्रम	Particular / विशेष, Date/ तिथि & Time/ समय
1	Purpose / उद्देश्य	Selection of Agency for full co-branding of metro station
2	EMD / ईएमडी	All the responses must be accompanied by a refundable interest free EMD of `500,000/- (Rupees Five Lakhs only).
3	Application Fee / आवेदन शुल्क	All the responses must be accompanied by a Non-refundable bid application fee / tender fee of `2500/- (Rupees Two thousand five hundred only).
4	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	4 th September, 2018 by 05:00 PM
5	Pre Bid meeting / पूर्व-बोली बैठक	5 th September, 2018 at 11:00 AM
6	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	14 th September, 2018 before 5:00 pm
7	Address for Bid Submission / pre-bid / बोली जमा करने का पता	मुख्य महाप्रबन्धक / Chief General Manager (Promotion & Development Vertical) Ground Floor, Videocon Tower E-1, Rani Jhansi Road, Jhandewalan

		Extension, New Delhi - 110055 Ph: 011-23682463 E-mail: sgoyal@sidbi.in	
8	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	17 th September, 2018 at 10:00 AM	
9	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	To be intimated at a later date / बाद में सूचित किया जायेगा	
10	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	
11	Bid Validity/ बोली की वैद्यता	180 days from the last date of bid submission. बोली जमा करने की अंतिम तिथि से 180 दिन तक।	
12	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण		
	Shri Shivendram Maurya	Shri Dev Kumar	Shri Manish Kumar
	011- 40078388, 40078488 / smaurya@sidbi.in	011- 40078388, 40078488 / devkumar@sidbi.in	011- 40078388, 40078488 / manish@sidbi.in
13	Website of SIDBI		www.sidbi.in

3 INSTRUCTION TO BIDDERS

3.1 INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained 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 Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an

independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

3.2 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.

3.3 COSTS TO BE BORNE BY RESPONDENTS

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient/ Respondent. No TA/HA, professional fee in this regard shall be payable to respondents. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

3.4 NO LEGAL RELATIONSHIP

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

3.5 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.

3.6 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.

3.7 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.

3.8 ERRORS AND OMISSIONS

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

3.9 ACCEPTANCE OF TERMS

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

3.10 Requests for Proposal

3.10.1 Recipients are required to direct all communications (including pre-bid queries) related to this RfP, through the Nominated Point of Contact persons.

3.10.2 SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided will be taken to form part of that Respondent's response.

3.10.3 Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

3.10.4 If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage over other bidders by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

3.10.5 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.

3.11 Notification

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

4 INFORMATION TO BIDDERS

4.1 BID PRICE:

4.1.1 Non-refundable Bid application price / tender fee of ₹2500/- (Rupees Two thousand five hundred only) by way of Demand Draft drawn on a scheduled bank, favouring '**Small Industries Development Bank of India**', payable at New Delhi, must be submitted along with RFP response.

4.1.2 SIDBI may, summarily reject any Bidder where the application money has not been furnished with the RFP response.

4.1.3 Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) are exempted from bid price.

4.2 EARNEST MONEY DEPOSIT (EMD):

4.2.1 All the responses must be accompanied by a refundable interest free EMD amount of ₹ 500,000/- (Rupees Five Lakh only).

4.2.2 EMD should be in the form of:

4.2.2.1 Demand Draft in favour of "Small Industries Development Bank of India" payable at New Delhi should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank.

OR

4.2.2.2 Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 9 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure - XI**.

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

4.2.4 No interest will be paid on EMD.

4.2.5 Request for exemption from EMD will not be entertained. However, MSEs registered with National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) are exempted from EMD.

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

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

OR

4.2.6.2 Issue of Letter of Intent /Purchase Order to the successful bidder.

OR

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

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

4.2.8 The bid security may be forfeited if:

4.2.8.1 Bidder withdraws its bid during the period of bid validity.

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

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

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

4.3 PUBLIC PROCUREMENT POLICY FOR MSEs:

4.3.1 SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Govt. 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).

4.3.2 Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs including Udyog Aadhar Memorandum / and ownership of the same by SC/ST along with the tender/RFP.

4.3.3 Bidder is required to inform its MSME status as per following definition, if applicable.

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to ₹ 25 lakh	Up to ₹ 10 lakh
Small	Up to ₹ 500 lakh	Up to ₹ 200 lakh
Medium	Up to ₹ 1000 lakh	Up to ₹ 500 lakh

4.4 PRE BID MEETING:

4.4.1 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.

4.4.2 It would be the responsibility of the Bidders to be present at the venue of the meeting.

4.4.3 Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

- 4.4.4** The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and Central Public Procurement Portal (CPPP) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 4.4.5** If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

4.5 AMENDMENT TO THE BIDDING DOCUMENTS:

- 4.5.1** At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 4.5.2** The amendment will be posted on Banks website www.sidbi.in and CPPP (eprocure.gov.in).
- 4.5.3** 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.
- 4.5.4** 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.

4.6 BID VALIDITY:

- 4.6.1** Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from last date for submission of bids as mentioned in 'Critical information' sheet.
- 4.6.2** 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.
- 4.6.3** Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.7 LANGUAGE OF BID:

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

4.8 SUBMISSION OF BIDS

- 4.8.1** 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.

4.8.2 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.

4.8.3 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

4.9 MODIFICATION AND/ OR WITHDRAWAL OF BIDS:

4.9.1 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.

4.9.2 The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

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

4.9.4 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.

4.10 REQUEST FOR INFORMATION:

4.10.1 Recipients are required to direct all communications for any clarification related to this RFP, to the nominated officials and must communicate the same in writing by the time mentioned in Sr. No.12 of 'Critical Information' . No query / clarification would be entertained over phone.

4.10.2 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.

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

4.10.4 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.

4.10.5 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.

4.11 DISQUALIFICATION

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

4.12 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 the letter head of the Company. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Letter of Intent for awarding of contract.

4.13 IMPORTANT

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

- 4.13.1. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent. The documents submitted should be duly page numbered and indexed.
- 4.13.2. Faxed copies of any submission are not acceptable and will not be considered by the Bank.
- 4.13.3. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 4.13.4. If the bid does not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 4.13.5. The RfP is floated on SIDBI website <http://www.sidbi.in> and Central Public Procurement Portal (CPPP) at eprocure.gov.in. 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 only. Bidders must have close watch on SIDBI website and CPPP during the intervening period before submitting response to RfP.
- 4.13.6. The bidder cannot quote for the project in parts.
- 4.13.7. Each bidder shall submit only one proposal.

4.14 DETAILS OF BIDS TO BE SUBMITTED

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

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	Minimum Eligibility Bid i. the agency must be a registered agency. Bid	Hardcopy – 3 and Soft copy on pen drive	"Minimum Eligibility – Appointment of agency - RfP No. 2019AUG31 /T002124661/NDHO/P&D"

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	<p>Covering letter as per format prescribed in Annexure-I</p> <p>ii. Response to Minimum Eligibility Bid as per format prescribed in Annexure-III</p> <p>iii. Declaration regarding clean track record, as per format prescribed in Annexure-IV.</p> <p>iv. DDs/Instruments towards bid price</p> <p>v. DD/Instrument towards EMD OR bid security as per format prescribed in Annexure – XII.</p> <p>vi. Bank Mandate Form as per format prescribed in Annexure – X.</p> <p>vii. Conformity of Hardcopies in Annexure - XIII</p> <p>viii. Power of Attorney as per format prescribed in Annexure - XIV</p> <p>ix. Pre-Contract Integrity Pact as per format Annexure – XV</p>		
II	Technical Bid	Hardcopy – 3 and	“Technical Bid – Appointment of agency -

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	i. Response to Technical Bid as per Application in Annexure-II ii. Letter of competence as per format prescribed in Annexure-V . iii. Letter of Conformity as per format prescribed in Annexure-VI iv. Non-disclosure Agreement as per Annexure-IX v. Statement of deviations as per Annexure-VII	Soft copy on pen drive	RfP No. 2019AUG31 /T002124661/NDHO/P&D
III	Commercial Bid i. Response to Commercial Bid as per format prescribed in Annexure-VIII .	Hardcopy – 1 (One)	"Commercial Bid – Appointment of agency - RfP No 2019AUG31 /T002124661/NDHO/P&D

4.14.2 The Bid shall be typed or written in indelible ink, all pages numbered and signed by Authorized signatory of the bidder.

4.14.3 Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

4.14.4 The Bidder shall seal the bids in non-window envelopes, super-scribing the nature of bid (i.e. pre-qualification/minimum eligibility, Technical or Commercial). All the individual envelopes must be super-scribed with the following information as well (i) Nature of Bid, (ii) Name of the bidder, (iii) Contact Name, (iv) Contact Number and (v) e-mail id.

4.14.5 If the envelope(s) are not sealed and marked as indicated, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

- 4.14.6** The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.
- 4.14.7** The RfP is hosted on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on SIDBI web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.
- 4.14.8** Each of the envelope(s) shall be addressed to SIDBI at the address given below:
- The Chief General Manager (P&D Vertical)
Small Industries Development Bank of India
Ground Floor, Videocon Tower
E-1, Rani Jhansi Road, Jhandewalan Extension,
New Delhi - 110055
Ph: 011-23682463

5 SCOPE OF WORK:

SIDBI has taken Hauz Khas metro station (Magenta Line-Line 8) from Delhi Metro Rail Corporation (DMRC) on lease for a period of 10 years for co-branding.

The Bank shall get outdoor advertisement space of 100 sq.m, inside advertisement of 10 sq meters, retail space of 10 sq.m, suffix of the brand name to the existing name of station & inside & outside coloring under scope of work for co-branding.

The above scope of work for co-branding of Hauz Khas Metro Station (Magenta Line-Line 8) under the contract has to be completed to the satisfaction of SIDBI within 3 months (as per **timelines** mentioned at 5.28) from the date of contract. The scope of work could be enlarged / redefined at bid stage / after contract. The scope of work shall be, but not limited to, the following:

- 5.1** Develop concept, create designs, graphics, drawings, adaptations, suggest structures, etc. for co-branding of Hauz Khas metro station. Suffixing of SIDBI name & logo (both in English & Hindi) at all places (outdoor & indoor) on Magenta Line wherever name of Hauz Khas station is displayed / to be displayed. The created design after being approved by SIDBI & DMRC has to be fabricated & installed as per specifications of DMRC/SIDBI.
- 5.2** The agency shall do all liaison work and shall obtain all approvals, permits, etc. from all competent and required authorities, including DMRC and

different tiers of government, statutory, local, civic authorities, etc. at its own cost.

- 5.3** The scope also includes installing logo and neon sign of suitable sizes on top of the entrance & exit gates of the selected station.
- 5.4** Entire painting & coloring including floor & roof (using paints / films / any other suitable medium as permissible) of outside & inside infrastructure of Hauz Khas Metro Station on magenta line (including exit and entry gates) by SIDBI approved brand colors. This also includes painting of beam / affixing of 3M vinyl pasting at station to feel and look of SIDBI brand.
- 5.5** Creation of SIDBI approved designs, fabrication & installation of 100 sq.m advertisement signage on outdoor structures/façade of the station including glass/ walls/ aluminum panels etc. as permissible by DMRC. The periodical make over / change of advertisements shall be done as per the content approved by SIDBI.
- 5.6** Creation of SIDBI approved designs, fabrication & installation of indoor advertisements signage of 10 sq.m. size. Indoor advertisement spaces shall include all feasible spaces including staircases, escalators, turnstile, frisking panels/ equipment, fixed / moveable panels, elevator spaces, product displays, smart posters, visual display by electronic media, projectors/holography or any other innovative advertisement media, digital advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement (without audio). The advertisements shall be periodically changed / revised as per content approved by SIDBI.
- 5.7** Creation of SIDBI approved structure / design for one retail space / e-lobby of 10 sq.m or two of 5 sq.m each or four of 2.5 sq.m each, its fabrication & completion to the satisfaction of SIDBI for legitimate activity for office/business purpose only (non-food) which will be operational with need based IT, infra, net connectivity, working electricity points, kiosks, etc. The net connectivity shall be of high speed and good quality.
- 5.8** The agency may use any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, etc with prior written approval from DMRC. However, audio advertisement in any form is not permitted.
- 5.9** The agency shall perform the role of designer, developer, executer and maintenance.
- 5.10** The agency shall submit advertising plan/creative/concept in 3D drawing in soft & hard form for the station indicating type of media and its format, location of advertisement spaces, etc. for approval of SIDBI. All the advertising sites proposed by the agency in the plan shall be subject to approval by DMRC with regard to aesthetics, operational feasibility, safety & security concerns as well as specifications and type of materials used etc.

5.11 Minimum Material Specifications for Advertisement: The agency shall provide advertisement media / panels / fixtures conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertisement panels shall be provided by agency conforming to the following minimum specifications or its equivalent or as specified by DMRC from time to time:

- a) Frame Work - SS 304
- b) Backing sheet of G.I.
- c) Internal cables of Fire Retardant Low Smoke type (FRLS) for elevated as specified in Electrical Procedure Order of DMRC contract.
- d) TL tubes for back lighting / illumination with electronic ballast.
- e) Polycarbonate sheet as cover of GE make or equivalent.
- f) Advertising media to be made from Fire Retardant, Low Smoke, and Zero Halogen material.
- g) Frame finishes of Aluminum is also permissible.
- h) In order to have energy conservation, LED or any other energy saving devices conforming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.
- i) The advertising media should be of fire retardant, low smoke and comply with all Indian and international standards.
- j) The list is not exhaustive & better quality may be used.

5.12 Electrical Specifications and Procedure for Release of Electric Power Supply:

- a) The agency shall install all fittings/ erections including electrical cabling, calibration and installation of pre-paid energy meters, electrical MDI/TOD, etc. as per DMRC specifications.
- b) DMRC may provide electricity at the point nearest to the required location on payment of required charges as specified in DMRC Contract. The Agency shall also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all codal provisions & DMRC specifications.
- c) Agency shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" as amended from time to time from DMRC.
- d) The agency shall assist SIDBI invariably in making provisions for TOD energy meter as per the latest DERC guidelines.
- e) DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement, the agency shall do the following works:

- (i) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
 - (ii) Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. The agency shall also periodically recharge pre-paid energy meters because if timely recharge is not done then electric supply is automatically disconnected.
- f) The Agency shall extend power supply from this meter box at its own cost.
- g) The agency shall use only approved makes and specifications (**Annexure- XVI**) for carrying out electrical works inside metro station.
- h) The agency is also required to comply with all necessary provisions for fire safety in accordance with stipulations attached at **Annexure - XVII**.
- i) The work executed by agency shall be inspected by representative of SIDBI and / or DMRC representative for ensuring compliance of specifications / stipulations of contract.
- j) The agency shall pay the electricity bills and SIDBI shall reimburse electricity bills on actual basis.

5.13 Maintenance of advertisement spaces:

- a) Agency shall keep and maintain the advertisement media/panel in neat, clean condition and in safe & sound manner during all the time of contract work.
- b) Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency.
- c) In case of any incident / injury caused by advertisement media due to error / omission attributable on the part of agency, the agency shall be responsible for all compensation or litigation.
- d) The agency shall maintain the e-lobby / the retail space.
- e) The agency shall maintain the outdoor structure advertisement material / panels / signboard and ensure its upkeep and quality intact.
- f) The agency shall attend to the calls related to any problem / mismanagement / electricity issues / breakage on SOS basis and shall ensure the corrective action within 24 hours. Any delay more than 48 hours shall liable for penalty of Rs.5000/- per day.
- g) The agency shall have call center / emergency number / toll free number which should be available 24X7 for resolving any emergent issues.

- ⇒ **Annual Maintenance Contract (AMC):** Agency will have to enter into AMC for upkeeping & maintaining the advertisement spaces (both indoor & outdoor), retail space, signages, boards, displays, color & paint (both indoor & outdoor), electrical installations, panels, equipment, LEDs, Neons, etc. The agency shall also prepare annual maintenance schedule and submit to SIDBI for approval.
- i) **Warranty:** The agency shall be responsible for taking warranties of all electrical, electronic items, signages, boards, displays, color & paint (both indoor & outdoor), electrical installations, panels, equipment, LEDs, Neon, etc. installed under scope of work.
- j) Agency shall ensure that agency and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of agency, resulting in injury, death to commuters or DMRC employees or loss to DMRC property, it shall constitute Material Breach of Contract and considered agency's Event of Default that shall entitle SIDBI to recover the loss from agency.
- k) The agency shall rectify / comply any discrepancy noticed by DMRC or instructions issued by DMRC within a period of 7 days, failing which SIDBI reserves the right to impose minimum fine of ₹5,000/- per instance of irregularity per day.
- 5.14** The agency shall carry out landscaping and brand advertisement on DMRC station to give aesthetic and pleasing appearance to SIDBI brand.
- 5.15** The agency shall study the terms and conditions of allotment by DMRC which includes understanding the scope of the contract with opinion of interpretations of the terms and conditions. The agency shall abide by the terms and conditions of allotment by DMRC.
- 5.16** The agency shall visit the site with various teams to analyze the branding spaces available as per the contract and to check feasibility/workability. It shall visualize architectural concept and create adaptations of various branding options & get it approved by SIDBI.
- 5.17** The agency shall prepare architectural drawings by its qualified architect & get it vetted from chartered structural engineer with reference to all hard interventions / installations.
- 5.18** The agency shall prepare electrical layouts as per site conditions and requirements & get vetted by Registered Electrical Contractor with DMRC.

- 5.19** The agency shall submit architectural drawings, structural design/adaptations of various branding options and electrical layouts to DMRC & get it approved.
- 5.20** The agency shall liaison with various departments of DMRC such as civil engineering department, design department, architect department, electrical engineering department and property development for various approvals.
- 5.21** The agency shall on receipt of approvals/comments from DMRC, incorporate the suggestions from DMRC and resubmit the revised drawings/designs/ adaptation/ electrical layouts for approval of DMRC.
- 5.22** The agency shall apply for electrical load and connections and work permissions to DMRC. The agency shall also submit meter test report/ cable test report/ cable layout plan and other related documents for release of electrical supply.
- 5.23** The agency shall solely ensure all DMRC norms & execute various jobs with coordination among different teams.
- 5.24** The agency shall ensure the branding display plan prepared must be in compliance to technical parameters of Delhi Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.
- 5.25** The agency shall ensure timely completion of assignment and discharge all obligations as per contract / agreement.
- 5.26** The agency shall ensure that station building including walls, floor, roof etc. is not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creatives etc. shall be done after taking prior written permission of DMRC.
- 5.27** **Handing over on Termination / Completion / Surrender:** In case of Termination / Completion / Surrender of the License Agreement between SIDBI & DMRC, SIDBI shall hand over to DMRC or its authorized representative peaceful vacant possession of all Advertising Sites. If required by SIDBI / DMRC, the Agency shall remove all the media, fixtures, panels, etc. from DMRC premises within 30 days of issue of surrender completion. However, If the Agency fails to vacate the licensed premises / space within the above grace period, the BG of Agency will be forfeited.

5.28 TIMELINES FOR COMPLETING THE ABOVE SCOPE OF WORK:

The timelines for completing above mentioned scope of work to the satisfaction of SIDBI is as follows. SIDBI reserves the right to levy liquidated damages @ `5000/- per day of delay for every working day beyond 90 days from the date of contract.

Sl. No.	Deliverables	Timelines (in days)
1	As per Para 5.1	30 (from the date of contract)
2	As per Para 5.2 and 5.3	45 (from the date of contract)
3	As per Para 5.4 to 5.8	75 (from the date of contract)
4	As per Para 5.5, 5.6 & 5.13	For the entire period of contract as per prescribed periodicity / requirements of SIDBI

6 PAYMENT:

Payment terms shall be as per deliverables as under:

Deliverables	Payment amount
On completion of scope of work given at para No. 5.1	10%
On successful completion of scope of work given at 5.2 to 5.8 (this includes total capex and other bonafide expenses incurred for completion of said scope of work)	40%
On successful completion of maintenance work on half-yearly basis during 2 nd year and 3 rd year at 10% at end of each half year (10% x 4 half years)	40%
On successful completion of maintenance work-at the end of 3 rd year	10%

Note:

- No other payment of whatsoever in nature shall be made by SIDBI such as any charges to cleaning staff, materials, other agency charges, charges for design development, execution, consultancy, changes during execution, porter, labour, cartages, person to manage retail space/e-lobby, technical persons, electrician charges, warranty, wear & tear, damages to third party, liasioning fee, charges for liasioning with municipalities/government authorities, insurance charges, etc (except financial bid price and reimbursement of electricity bills on actual basis from the date of completion of deliverable at Sl.No.3 of Para 5.28 above).
- The lease rent / license fee to DMRC shall be directly paid by SIDBI.

- Payments shall be released on submission and approval of relevant documents and reports.

7 EVALUATION METHODOLOGY & AWARD OF CONTRACT:

7.1 EVALUATION METHODOLOGY:

OBJECTIVE:

- 7.1.1** The objective of this evaluation methodology is to facilitate the selection of agency for ensuring technically superior and professional services at optimal cost.

7.2 EVALUATION PROCESS:

- 7.2.1** 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.

- Minimum Eligibility Criteria
- Technical Bid (includes presentation)
- Commercial Bids

- 7.2.2** The Bank shall evaluate first the 'Eligibility Criteria' bid and based on its evaluation, 'Technical Bids' shall be evaluated at the second stage. 'Commercial bids' shall be opened for only the shortlisted bidders out of technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score a weightage of 30%.

- 7.2.3** 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.

- 7.2.4** Normalization - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

7.3 OPENING OF MINIMUM ELIGIBILITY AND TECHNICAL BIDS

- 7.3.1** Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.

- 7.3.2** 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.

- 7.3.3** 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. Such bidders cannot raise any objections in this regard.

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

7.3.5 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.

7.4 PRELIMINARY EXAMINATION:

7.4.1 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.

7.4.2 The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation.

7.4.3 Prior to the detailed evaluation, Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, 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.

7.4.4 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.

7.4.5 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.

7.5 EVALUATION OF ELIGIBILITY CRITERIA:

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

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

7.5.3 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.

7.6 EVALUATION OF TECHNICAL BIDS

- 7.6.1** The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
- 7.6.2** SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
- 7.6.3** Technical bids would be evaluated on the parameters and presentation as below.

TECHNICAL BIDS EVALUATION CRITERIA – ADVERTISING

Sr. No.	Details required / Parameters on which Bidder will be scored for Advertising	Maximum Marks
A	Bidder Credentials	
1	Experience of the agency in satisfactory execution of advertising activities	
	(a) Minimum 5 years	5
	(b) More than 5 years & upto 10 years	10
	(c) More than 10 years	15
2	Experience of the agency with DMRC or any other Metro rail corporation in the country in satisfactory execution of advertising activities	
	(a) Minimum 2 years	5
	(b) More than 2 years & upto 5 years	10
	(c) More than 5 years	15
3	No of Metro Stations where co-branding work has already been done with DMRC	
	(a) only one metro station	5
	(b) More than 1 metro stations	10
4	No. of full-fledged offices (with address) in Delhi NCR	
	(a) Minimum one	5
	(b) More than one	10
5	List of organizations with whom currently empaneled	
	One mark for each satisfactory letter from PSU customers including DMRC (maximum 10)	10
6	No. and the list of advertising activities (outdoor other than print/social/ electronic media) conducted for Banking, Financial Services and Insurance (BFSI) and Government	

	sector & successfully completed / ongoing during last 3 years from date of RfP. The relevant order copies to be enclosed.	
	One mark for each order copy produced (maximum 5)	5
	Total	65
B	Presentation on Proposed plan, proof of concept & specifications of material to be used	
	Concept, / creativity / modelling / innovation / optimum utilization of each item of "scope of work" i.e. 100sq.mtr outdoor advertising, 10sq.mtr indoor advertising, 10sq.mtr retail space, inside & outside coloring, co-branding (Refer Para 5 of RfP)	35
	Specifications of material (including type of material/quality, quantity and sizes) to be used for scope of work (Refer FORMAT No.VI)	
	Approach & methodology for executing the scope of work, including maintenance and services being offered.	
	Detailed Workplan including design, concept, creativity and timelines of implementation, fabrication, execution, maintenance and services may be submitted (in easily understandable format viz video/walkthrough, model, ppts, pictures, etc.	

7.6.4 The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RS_{Tech}) shall be assigned to each bid on the basis of parameters mentioned above.

7.6.5 Relative Technical Score (RS_{Tech}) for each agency will be calculated as follows based on above parameters:

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

Where,

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

7.6.6 Technical Bids receiving a RS_{Tech} greater than or equal to a score of 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.

7.7 COMMERCIAL BIDS:

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

7.7.2 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.

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

7.8 EVALUATION OF COMMERCIAL BIDS

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

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

7.8.3 Relative Technical Score (RS_{Tech}) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.

7.8.4 Relative Commercial Score (RS_{Com}) for each bidder will be calculated as follows:

$$RS_{Com} = C_{Low} / C \times 100$$

Where:

RS_{Com}	=	Relative score for Commercial Bid of the bidder
C	=	Commercial bid value of the bidder under consideration
C_{Low}	=	Lowest commercial bid value out of all the eligible commercial bids obtained.

7.9 FINAL SELECTION OF THE ELIGIBLE BIDDER

7.9.1 Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:

$$RS = RS_{Tech} \times 0.70 + RS_{Com} \times 0.30$$

7.9.2 The eligible bidder will be selected based on maximum Relative Score (RS) obtained.

7.9.3 The bidder with the highest Relative Score (RS) will be selected for further discussion.

7.9.4 In case of a tie after the commercial evaluation stage, the Bank's decision will be final and will be based on marks scored in the technical evaluation only.

7.9.5 The Bidders shall submit their offers strictly in accordance with the terms & condition of the Tender document.

8 TERMS AND CONDITIONS

8.1 General

8.1.1 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.

8.1.2 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.

8.1.3 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.

8.2 DEFINITIONS:

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

8.2.1 "SIDBI" means Small Industries Development Bank of India (SIDBI);

8.2.2 'Bidder/Respondent/Agency' means the respondent to the RFP document.

8.2.3 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.

8.2.4 'RFP' or 'RfP' or 'Tender' means the Request For Proposal document.

8.2.5 'Bid' may be interchangeably referred to as 'Offer'.

8.2.6 'BFSI' implies Scheduled commercial banks in public or private sector / All India FIs / Insurance Companies will be considered under BFSI.

8.2.7 "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Regional Offices and the Vendor/Bidder/Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

8.2.8 "Agency", "Firm", "Company", "Bidder" "vendor" means any entity or person or associations of person (constitution of association of person may be in the form of any legal entity like partnership, public / private limited company, LLP, HUF, etc.,) who have been identified to submit their proposal for providing services under this Contract.

8.3 REPRESENTATIVE:

8.3.1 The agency will assign a person, who will provide the management interface facility and has the responsibility for managing the complete service delivery as per scope of work. He/She will be single point of contact on behalf of the agency.

8.4 LIQUIDITY DAMAGES FOR DEFAULT IN SERVICES:

8.4.1 In case of deficiency of services of agency under scope of work & not to the satisfaction of SIDBI, liquidated damages subject to the maximum 10% of the retainer fee per annum could be levied on the agency. The quantum of liquidated damages will be decided by a committee of officers of SIDBI whose decision shall be final and binding. However, the service provider would be given an opportunity to make representation to the committee and clarify its position with regard to the deficiency and/or non-performance.

8.5 TENURE:

8.5.1 The tenure of the contract with the agency, so appointed, would run for 3 years from the date of signing the contract. However, this would be subject to satisfactory performance of agency, which would be solely adjudged by the Bank. In case the performance of agency is deemed unsatisfactory, the contract will be terminated as per the provisions of the "Termination of Contract" clause mentioned in the RFP.

8.5.2 In case the need arises, SIDBI may, at its sole discretion, extend the contract for a further period of a maximum of one year on the terms and conditions of the contract entered into. The extension of tenure shall be subject to quarterly performance review.

8.6 PRICE :

8.6.1 The fee/charges of the Highest Relative Score (RS) decided through the process described earlier would remain valid for the entire contract period.

8.6.2 The accepted price (fee/charges/commission) shall otherwise remain firm during the entire tenure of assignment including authorized period of extension of time and shall not vary on account of any increase/decrease of cost of material/labours or any other reasons whatsoever.

8.7 USE OF CONTRACT DOCUMENTS AND INFORMATION:

8.7.1 The Agency shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, design, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person 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.

8.7.2 The Agency will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

8.8 SUBCONTRACTS:

8.8.1 The agency shall not sub-contract the services agreed to be rendered by the Service Provider under this contract, except for services that are generally procured from outside agency in performing the activities envisaged under this contract.

8.9 COMPLIANCE IN OBTAINING APPROVALS/ PERMISSIONS/ LICENSES:

8.9.1 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 there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

8.10 TERMINATION OF CONTRACT:

8.10.1 In the event of non-performance of the bidder as decided by the Bank or any disputes or differences arising between the Parties hereto on any matter / provision set out in this RFP and subsequent Service Agreement for the selected Agency, the Parties shall try to resolve the matter amicably inter se. The defaulting Party shall be given notice of 21 days to alter the situation and resolve the dispute or reverse the damage caused in any way.

8.10.2 In the event the defaulting Party does not comply with its obligations, on the termination of the notice period, the Other Party shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.

8.10.3 Upon termination of the Agreement, the Agency would promptly hand over to SIDBI all Deliverable Items, including work-in-progress, on "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Agency shall complete pending assignments and Bank shall agree to settle the dues in respect of assignments after completion thereof by the Agency, except if specifically instructed by the Bank to act otherwise.

8.10.4 The Bank would also have the right to terminate such Service Agreement with one months' notice without assigning any reason.

8.10.5 The Bank reserves the right to cancel the contract, without any prior notice, in the event of happening one or more of the following Conditions:

- ❖ Failure of the successful bidder to accept the contract
- ❖ Delay in services
- ❖ Serious problems in quality of services
- ❖ Services of the Agency not being considered satisfactory by the Bank

8.11 FORCE MAJEURE:

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

8.11.2 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.

8.11.3 If either Party is unable to perform its obligation under this contract due to the occurrence of an event beyond its control (such as acts of God, war like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities etc.) that the party will not be deemed to have defaulted under this Contract. Each party would use all reasonable efforts to enable performance under this Contract to continue.

8.12 RESOLUTION OF DISPUTES:

8.12.1 It will be the endeavor of the Parties to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the RFP and the breach that may result.

- 8.12.2** In case of Dispute or difference arising between the Bank and a bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 8.12.3** The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 8.12.4** Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 8.12.5** Not with standing anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at New Delhi, India only.
- 8.12.6** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 8.12.7** A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 8.12.8** Good Faith: The Parties undertake to act in good faith with respect to each other's rights under the contract that may be entered into pursuant to this RfP and to adopt all reasonable measures to ensure the realization of the objectives / scope of this Contract.

8.13 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER

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

8.14 TAXES AND DUTIES:

- 8.14.1** 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.
- 8.14.2** The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing services. The selected bidder may have to execute an indemnity bond in favour of the Bank in this regard.
- 8.14.3** SIDBI shall not be liable for payment of minimum wages of staff, employees, skilled/unskilled labors, etc. employed by Agency under any situation. SIDBI may (but shall be obliged) call for proof of such payments by contractors.
- 8.14.4** 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 his cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. 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 Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of the contract that may be entered into pursuant to this RfP.

8.15 STATUTORY AUTHORITY OBLIGATION, NOTICES, FEES AND CHARGES:

- 8.15.1** The agency shall comply with and give all notices required by any Act, any instrument, rule, or order made under any Act, or any regulation with regard to the assignment/services contemplated under this RfP.
- 8.15.2** The Agency shall at all time during the currency of the RfP/contract to be entered into pursuant to this RfP, comply with all applicable laws as they relate to its performance under the agreement. The agreement shall be governed, interpreted by and construed in accordance with the law of India.

8.16 RIGHT IN INTELLECTUAL PROPERTY AND MATERIALS:

- 8.16.1** All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of SIDBI shall vest with SIDBI.
- 8.16.2** All concepts, communications, etc, created and conceived by the Agency on behalf of SIDBI under the services contemplated under this RfP, and involving name of SIDBI shall be intellectual property of SIDBI AND shall

not form part of any award or competition or promotion unless prior written consent of SIDBI has been obtained thereof.

8.17 CONFIDENTIALITY:

Information provide under this RfP and Subsequent service agreement is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs.

8.18 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 before submission of bids.

8.19 CONTACTING THE BANK

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

8.19.2 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.

8.20 THE AGENCY TO CONDUCT ITS OBLIGATIONS AS AN AGENT IN GOOD FAITH AND AS PER GOOD INDUSTRY PRACTICE:

8.20.1 Notwithstanding anything contained in this document. The Agency shall conduct its obligations as an agent in good faith and exercise reasonable care as per good Industry practice and for removal of doubt the degree of care shall in no way less than what it is required as if it were a principle. While acting as an agent the Agency shall be responsible to Bank for all Acts of negligence, and for consequences emanating from lack of exercise of reasonable care. The Agency is bound to supervise the proper execution of contracts entered by it on behalf of Bank as its agent.

8.21 PERFORMANCE BANK GUARANTEE (PBG)

8.21.1 The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee from Scheduled Commercial Bank in the form and manner provided by the Bank equivalent to EMD amount. The year contract value will be used for calculation of value of PBG. The performance guarantee will be valid till at least six months beyond the expiry of the contract period. PBG is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.

8.21.2 The Bank Guarantee would be valid 3.5 years or else to be renewed time to time for extension of contract.

- 8.21.3** In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be issued from a scheduled commercial bank only.
- 8.21.4** In case of expiry of PBG prior to project completion, the bidder will be required to renew the PBG for further period as per plan. If PBG is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
- 8.21.5** PBG 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.
- 8.21.6** Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 8.21.7** On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by SIDBI.
- 8.21.8** If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two quarters or any three quarters in a financial year, SIDBI will, inter alia, be at liberty to invoke the performance guarantee within the ambit of Section 8.21.3 hereinabove in addition to other remedies available to it under the contract or otherwise.
- 8.21.9** 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 also be required to extend the validity period of the performance guarantee accordingly.

8.22 FORFEITURE OF PERFORMANCE SECURITY

- 8.22.1** 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 bidder's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.
- 8.22.2** 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.

8.23 EXECUTION OF AGREEMENT AND NON DISCLOSURE AGREEMENT (NDA)

- 8.23.1** The selected bidder should execute agreement with the Bank which will remain valid for at least 3 years. The agreement would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank which will include a Non-disclosure Agreement clause.
- 8.23.2** The agreement with Non-disclosure agreement clauses should be executed within three weeks from the date of issuing sanction letter.
- 8.23.3** 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.

8.24 NO EMPLOYER-EMPLOYEE RELATIONSHIP

- 8.24.1** The selected bidder during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly:
- 8.24.1.1** Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering the services in relation to the contract; or
 - 8.24.1.2** Induce any person who shall have been an employee or associate of the Bank at any time to terminate his / her relationship with the Bank.
- 8.24.2** Staff deployed by the service provider shall never be deemed to be appointed by the bank nor shall they be under its service conditions.
- 8.24.3** Statutory & Regulatory Compliance: The bidder should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regards to transactions under RfP. The bidder also has to ensure that they are compliant to the Minimum Wages Act (MWA) for deployment of resources across sites nationwide. The bidder should follow all payout norms as per the MWA in all the states and SIDBI will not liable for this under any situation. SIDBI may (but shall be obliged) call for proof of such payments by bidder and compliance any other Act/ regulations as may be applicable.

8.25 RIGHTS TO VISIT

- 8.25.1** 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.

8.25.2 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.

8.25.3 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.

8.25.4 The right to visit under these clauses shall be restricted to physical files related to this arrangement. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

8.26 AUDIT:

8.26.1 The bidder 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.

8.26.2 In case any of the services are further outsourced/ assigned/ subcontracted to other bidders, it will be the responsibility of the bidder to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.

8.26.3 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.

8.27 IPR INFRINGEMENT

8.27.1 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.

8.28 INDEMNITY

8.28.1 The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting

- directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
- 8.28.1.1** Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or any subsequent agreement; and/or
 - 8.28.1.2** An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document or any subsequent agreement; and/or
 - 8.28.1.3** Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
 - 8.28.1.4** Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
 - 8.28.1.5** Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
 - 8.28.1.6** Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - 8.28.1.7** Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
 - 8.28.1.8** The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 8.28.2** 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:
- 8.28.2.1** Notifies the Bidder in writing; and
 - 8.28.2.2** Cooperates with the Bidder in the defence and settlement of the claims.
- 8.28.3** All Bidders under the RfP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep SIDBI and / or its Directors, officers, employees, agents and representatives, for all times from and against all charges, cost, losses, claims, demands and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party and from and against all actual damages sustained, whatsoever, whether past, or current suffered or

incurred by SIDBI and or its Directors, officers, employees, agents, and representatives due to reasons of

- a) Breach, misconduct, omissions or
- b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right.

8.29 LIMITATION OF LIABILITIES FOR SIDBI

8.29.1 Save and except the liability under Section of 'IPR Infringement' in Clause 8.27 and indemnity provision in Clause 8.28 herein above, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of bidder / service provider, arising at any time shall not exceed the total contract value.

8.29.2 Conflict of Interests: The Bidder shall hold SIDBI's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of the contract entered into pursuant to this RFP, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to the SIDBI and seek its instructions.

8.30 CONFIDENTIALITY

8.30.1 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.

8.30.2 This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could

- invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.
- 8.30.3** “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:
- 8.30.3.1** relates to the Disclosing Party; and
 - 8.30.3.2** 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
 - 8.30.3.3** is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
 - 8.30.3.4** 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.
 - 8.30.3.5** “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
- 8.30.4** 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:
- 8.30.5** 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.
- 8.30.6** In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- 8.30.6.1** 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;
 - 8.30.6.2** 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;
 - 8.30.6.3** 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.

- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - (i) 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;
 - (ii) 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;
 - (iii) 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
 - (iv) 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.
- The restrictions in the preceding clause shall not apply to:
 - (i) 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.
 - (ii) 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.

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

8.31 CORRUPT AND FRAUDULENT PRACTICE

8.31.1 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 are requested to note the following:

8.31.1.1 "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.

8.31.1.2 "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.

8.31.1.3 The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

8.32 GRIEVANCES REDRESSAL MECHANISM

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

8.33 MISCELLANEOUS

8.33.1 Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures.

8.33.2 SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.

8.33.3 The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

8.33.4 Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.

8.33.5 Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project.

8.33.6 Any publicity by Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.

8.33.7 Bidder is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI that are consistent with the terms of the order. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.

8.33.8 NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to the contract that may be entered into pursuant to this RfP shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the RfP. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the RfP.

8.33.9 SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

Personnel engaged by the bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the bidder and they shall have no claim to be appointed in the services of the bank. Bidder shall take suitable measures for them in this regard.

ANNEXURE-I

Eligibility Bid - Covering Letter
(To be submitted on Prime Bidder's letter head)

To:

Chief General Manager (P&D Vertical)
SIDBI
Ground Floor, Videocon Tower
E-1, Rani Jhansi Road, Jhandewalan Extension,
New Delhi - 110055

Dear Sir,

Selection of Agency

RfP No: 2019AUG31 /T002124661/NDHO/P&D dated August 31, 2018

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

1. Bid application Price / tender fee: We have enclosed a Demand Draft of the sum of **`2,500/- (Two Thousand Five Hundred only)** towards non-refundable bid application price / tender fee for agency.
2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / Bank Guarantee (BG) of the sum of **`500,000/- (Rupees Five Lakhs only)** towards EMD for agency. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
3. Minimum Eligibility bid, Technical bid and Commercial bid inside separate envelopes, in prescribed formats.

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

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in **Annexure-VII (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

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

ANNEXURE - II

**APPLICATION FOR SELECTION OF AGENCY
(to be submitted on Agency letter head)**

Date:

Chief General Manager (P&D Vertical)
SIDBI
Ground Floor, Videocon Tower
E-1, Rani Jhansi Road, Jhandewalan Extension,
New Delhi - 110055

We hereby offer to submit our request for Selection of Agency of SIDBI for three years as per proposal reference Tender RfP No. 2019AUG31 /T002124661/NDHO/P&D (Tender-Agency) dated August 31, 2018. We have read, and understood the content of RfP and further state that we unconditionally accept and abide by the terms & conditions specified therein.

Brief Profile of our agency is as under:

Sr. No.	Brief Contents	Application has to submit
1	Name of the Agency	
2	Address, Telephone Numbers and Contact person(s)	
	Registered/Head office	
	Address of the other offices in the country	Please enclose Separate sheet along with annexure
	Legal status / Constitution of Agency	(Proprietor / partnership / Pvt. / Pub. Ltd)
3	Name of the Proprietor/ Partners/ Directors	
4	Name of the Managing Director, Director, Top Management/ Key personnel contact Person/s Contact Tele/Mob. No. Email ID etc	May enclose Separate sheet along with annexure
5	If agency is selected, then details of Key Personnel who will work with SIDBI with age, qualifications, experience (in years), notable skills and achievements etc. Contact Tele. No. Mobile No. Email ID etc	

6	Date of Establishment /incorporation	
7	No. of years in advertising business	
8	Experience of the agency with DMRC or any other Metro rail corporation in the country in satisfactory execution of advertising activities)	Supporting documents to be enclosed as per format no. III
9	No of Metro Stations where co-branding work has already been done with DMRC / any other Metro rail corporation	Supporting documents to be enclosed
10	No. of full-fledged offices (with address) in Delhi NCR	Please provide copy of address proof
11	List of organizations with whom currently empaneled	Relevant & valid supporting documents to be enclosed. Agency shall also submit details as per Format II. (not more than 3 months old)
	(a) PSU customers excluding DMRC	
	(b) Empanelment with DMRC, if any	
12	No. and the list of advertising activities conducted for PSUs / public or private corporate during last 3 years prior to the date of RfP. The relevant order copies to be enclosed.	
	With Public Sector	
	With Private Sector	
	Others if any	
	Have you served for SIDBI recently or in past please attach suitable proof	
	Detail of award if any received	
13	No. and the list of advertising activities conducted for BFSI and Government sector handled during last 3 years from date of RfP. The relevant order copies to be enclosed.	
14	Whether Agency is a Micro Small Medium Enterprise (MSME).	YES / NO
15	Infrastructure (Supporting documents shall also be submitted as per format IV)	
	Name & Designation of Head of Advertising Team	

	Name of other support staff Team of Advertising Team	
	Name of officials on special duty for liaising with DMRC	
	Are you a full or limited service agency?	
	Number of officials working at New Delhi	
	Whether you can provide 24/7 service to SIDBI	
	In house architectural & designing team	
	Other details (Attach copy of returns)	
	Income Tax No	
	GST No.	
	Nature of Main Activity	
	Membership with any organizations	
16	Details of Skilled employees dedicated to advertising activities at New Delhi (No. of such skilled employees, list along with permanent employees or on retainer basis details)	
17	Provide specifications of scope of work in Format No. VI	
18	Principal Banker & Their Name	
19	For selection of agency of SIDBI, the Agency should submit proven established credentials for Corporate Brand Building and product and services in a summary sheet along with this application.	
20	Declaration: Self declarations on the firm / Company's Letter head that there are no outstanding income tax / sales tax dues/other statutory dues.	
21	Date of commencement of advertising services of agency (attach proof thereof)	
22	Details of awards and accreditations received (attach proof)	
23	Two references from reputed organizations (Public Sector)	
24	Any Qualification to tender	

As per the Terms & Conditions, we have enclosed an account Payee Demand Draft /BG as mentioned above in favour of **"Small Industries Development Bank of India"** payable at New Delhi.

I/We here by certify that all particulars given above are correct and true to the best of my / our knowledge.

I/We certify that if appointed for assignment, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit, (including termination of contract and/or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf

Designation/Seal of Agency

ANNEXURE - III
MINIMUM ELIGIBILITY CRITERIA AS ON DATE OF RFP – AGENCY

Sr. No	Financial and other Requirements to be met by the Bidder	Document required for verification (Any Proof)
1	Agency must be a registered agency.	Valid registration certificate to be enclosed
2	DD No :	Drawn on: dated:
	Amount: ` 2,500/- enclosed towards cost of RfP	
	BG/DD No :	Drawn on: dated:
	Amount: ` 500,000/- enclosed as EMD	
3	The Agency should have experience of at least 5 years in Advertising field including minimum experience of 2 years with DMRC.	Certificate of incorporation & commencement of business as agency or any other document acceptable to Bank. The agency shall also submit the details as per Format I
4	Average Gross annual turnover of the Agency from advertising activities in the last 3 consecutive financial years i.e. F.Y. 2015-16, 2016-17 & 2017-18 shall be minimum ` 5 crores as per Audited Balance Sheets (CA certified provisional Balance Sheet for FY 2017-18 is acceptable subject to submission of Audited Balance Sheet, once shortlisted)	In case, the agency provides services other than advertising also, then turnover from advertising services only will be considered. Turnover from advertising services should be certified by the auditor/CA (copy to be enclosed) Information may also be furnished as per format V
	Turn over Details for last 3 FY	(` in Lakh)
	Year	Gross Turnover
	Average	

	(Copies of Audited Balance Sheet, Profit & Loss a/c with Auditors Report to be enclosed for last four years. If the Audited B/S or P/L for 2017-18 is not ready, please submit CA certified provisional results for the same. If the agency is having other revenue besides revenue from advertising, then revenue from advertising activities to be shown for year alongwith certificate from auditors.)	
5	The net worth of the agency should be positive during each of the previous three financial years.	Copies of the audited balance sheet and profit and loss accounts and / or certified by auditors to be enclosed.
6	The agency should currently be on panel of at least one Public Sector Undertakings/ Companies in Banking, Financial Services and Insurance (BFSI) sector.	Copies of valid empanelment letters.
7	The Agency should not have been blacklisted/ debarred by any Central/ state government/ public sector undertaking/ Banks and not involved in any major litigation that may affect or compromise the delivery of service required. The agency should not have been penalized or found guilty in court of law.	Self-certification on letterhead to be provided as per Annexure-IV. However, the Bank has the rights to independently verify the same.
8	Neither the agency nor its proprietor / directors / partners has/have defaulted to any Bank.	CIBIL report of the agency and its proprietor / directors / partners.
9	The Agency should have minimum staff strength of 10 full time employees.	List of staff with their PF numbers or such verifiable.
10	The agency should have full-fledged office in New Delhi with sufficient staff strength & full back office support of technical staff viz. architects, creative directors, visualizers, designers, copywriters, media planners, fabricators, etc.	Recent address proof of office acceptable to the bank & verifiable details of technical staff.
11	The bidders should not have been removed / dismissed prematurely during the contract period by any Central / state government/ public sector undertakings / Banks / Financial Institutions.	Self-certification on letterhead to be provided.

Apart from the above minimum criteria, the Agency is also required to give the following information:

Sr No	Document Required
1	Ownership and nature of entity (public, partnership, subsidiary, etc.).
2	Income Tax returns for past three years.
3	Board resolution authorizing the authorized signatory to sign on behalf of the agency.
4	Proof of address of registered office & New Delhi Branch office.
5	GST Registration Certificate

Annexure – IV

Date:

Chief General Manager (P&D Vertical)
SIDBI
Ground Floor, Videocon Tower
E-1, Rani Jhansi Road, Jhandewalan Extension,
New Delhi - 110055

Dear Sir,

Declaration Regarding Clean Track Record**RfP No. 2019AUG31 /T002124661/NDHO/P&D dated August 31, 2018**

I /we have carefully gone through the Terms & Conditions contained in the RfP No: 2019AUG31 /T002124661/NDHO/P&D dated August 31, 2018 regarding selection of agency for a period of three years. We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by us in the Annexure – III is true and correct and also able to perform this contract as per RfP document.

I/We hereby declare that I/we has/have 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 from the date of RfP. I/we further certify that I am /we are 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 I am / 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.

Thanking you,

Yours sincerely,

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

Annexure - V**Letter of Competence***(To be executed on a non-judicial stamp paper)***Selection of Agency****RfP No. 2019AUG31 /T002124661/NDHO/P&D dated August 31, 2018**

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

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

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

. Thanking you,

Yours sincerely,

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

Annexure - VI**Letter of Conformity**

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

Chief General Manager (P&D Vertical)
SIDBI
Ground Floor, Videocon Tower
E-1, Rani Jhansi Road, Jhandewalan Extension,
New Delhi - 110055

Dear Sir,

Selection of Agency

RfP No. 2019AUG31 /T002124661/NDHO/P&D dated August 31, 2018

We, the undersigned bidders, having read and examined the aforesaid RfP document, issued by SIDBI (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-VII** of the main RfP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

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

Thanking you,

Yours sincerely,

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

Annexure - VII

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

Statement of Deviations

Selection of Agency

RfP No. 2019AUG31 /T002124661/NDHO/P&D dated August 31, 2018

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

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

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

List of Deviations				
S. N.	Clarification point as stated in the tender document	Page No. In RfP	Section No. in RfP	Comment/ Suggestion/ Deviation
1.				
2.				
3				

<additional rows may be added, if required>

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

	Seal ...
--	----------

Annexure - VIII

**PARTICULARS FOR SELECTION OF AGENCY
- COMMERCIAL BID
(to be submitted on their letter head)**

Date:

Chief General Manager (P&D Vertical)

SIDBI

Ground Floor, Videocon Tower

E-1, Rani Jhansi Road, Jhandewalan Extension,

New Delhi - 110055

We hereby offer to submit our request for Selection of agency of SIDBI for three years as per proposal reference Tender No 2019AUG31 /T002124661/NDHO/P&D dated August 31, 2018 (Tender- Agency). We have read and understood the content of RfP. We unconditionally accept & abide by the terms & conditions specified therein.

Advertising / Co-branding (as per scope of work):

Sr. No.	Brief Contents / Particular	Total fee for three years (without applicable taxes)
1	Financial price for three years as per scope of work mentioned in RfP	
2	Applicable taxes	
3	Total (1+2)	

Note:

- Agency shall provide the detailed break-up of above quoted price in the separate sheet.
- The total bid price shall be inclusive of charges to cleaning staff, materials, other agency charges, charges for design development, execution, consultancy, changes during execution, porter, labour, cartages, person to manage retail space/e-lobby, technical persons, electrician charges, warranty, wear & tear, damages to third party, liasoning fee, charges for liasoning with municipalities/government authorities, insurance charges, etc (except reimbursement of electricity bills on actual basis from the date of completion of deliverable at SI.No.3 of Para 5.28 above).

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

I/We certify that if appointed for assignment, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit (including termination of contract and or black list and debar), without any prior intimation to me/us.

Date:
behalf

Signature of authorized person for and on

Designation/Seal of Agency

Annexure - IX**Non-Disclosure Agreement**

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

WHEREAS, we, * _____, having Registered Office at _____, (hereinafter referred to as the COMPANY, which expression shall include its successor and permitted assignees), are agreeable to execute "Selection of Agency" as per scope defined in the Request for Proposal (RfP) No 2019AUG31 /T002124661/NDHO/P&D dated August 31, 2018 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001 and office at Ground Floor, Videocon Tower, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi – 110055 (hereinafter referred to as the BANK)

* description depends upon legal status of the party

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

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

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

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

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this agreement shall be interpreted so as best to effect the intent of the parties.

Yours sincerely,

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

Annexure - X
BANK MANDATE FORM
(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier : _____

Vendor Code (if applicable)

2. Address of the Borrower / vendor / supplier :

City _____ Pin Code

E-mail

id: _____

Phone No. with STD

code: _____

Mobile

No.: _____

Permanent Account Number

MSE Registration / CA Certificate

(if applicable)

3. Particulars of Bank account:

Beneficiary Name												
Bank Name					Branch Name							
Branch Place					Branch City							
PIN Code					Branch Code							
MICR No.												
Account type	Saving				Current	Cash Credit						

Account No.	(as appearing in the Cheque book)																			
(Code number appearing on the MICR¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)																				
IFSC CODE ²	For RTGS transfer		For NEFT transfer																	

4. Date from which the mandate should be effective :

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

Place : _____

Date : _____ Signature of the party / Authorized Signatory

.....

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

1, 2: Note on IFSC / MICR

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

Annexure XI**Performance Bank Guarantee**

(To be executed on a non judicial stamp paper of requisite value by the Shortlisted Bidder)

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 Ground Floor, Videocon Tower, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi – 110055 (hereinafter called SIDBI) having agreed to award a contract to M/s. _____ having its office at _____, (hereinafter called "the Service Provider") for **"Agency"** on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter-alia, stipulates for submission of Bank guarantee equivalent to EMD amount of the contract value i.e. ₹. _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

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

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

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

10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) upon the earlier of (a) its discharge by payment of claims aggregating to ` _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) ____ (date)"
15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Mumbai

In witness where of we have set and subscribed our hand and seal this day of2018.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

Annexure XII

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

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

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal (RFP) No 2019AUG31 /T002124661/NDHO/P&D dated August 31, 2018 for **"Selection of Agency"** (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 / head office at ----- and inter alia a branch office situated at ----- have agreed to give a performance guarantee in lieu of EMD of ` ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding Rs. ----- (----- only) by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding `...../-. (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of `...../-. (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;

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

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

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

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

.....

Annexure XIII**Conformity of Hardcopies****(To be submitted on Bidders Company letter head)**

Date: _____

To
Chief General Manager (P&D Vertical)
SIDBI
Ground Floor, Videocon Tower
E-1, Rani Jhansi Road, Jhandewalan Extension,
New Delhi - 110055

Dear Sir,

Conformity of Hardcopies**Tender No 2019AUG31 /T002124661/NDHO/P&D dated August 31, 2018**

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-XIV**Power of Attorney**

RfP No 2019AUG31 /T002124661/NDHO/P&D dated August 31, 2018
(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

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

- Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Small Industries Development Bank of India' ("SIDBI") relating to 'Request for proposal 2019AUG31 /T002124661/NDHO/P&D **dated August 31, 2018** 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-XV**Pre Contract Integrity Pact**

(To be submitted on Letter Head of the Company)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place____ on ---- day of the month of -----, 2018 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its office at Ground Floor, Videocon Tower, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi – 110055 (hereinafter called the “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” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the SIDBI proposes to appoint Agency and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and SIDBI 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 SIDBI to obtain the desired said 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 SIDBI 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 SIDBI

2.1 The SIDBI undertakes that no official of the SIDBI, 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 SIDBI 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 SIDBI 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 SIDBI with full and verifiable facts and the same is prima facie found to be correct by SIDBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by SIDBI 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 SIDBI 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-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 3.1 The 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 SIDBI, 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 SIDBI 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 SIDBI 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 SIDBI 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 SIDBI 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 SIDBI 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 SIDBI 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 SIDBI.

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 ₹ 500,000/- (Rupees Five lakh only) as Earnest Money/Security Deposit, with SIDBI through any of the following instrument.

- (i) Bank Draft in favour of Small Industries Bank of India, Payable at New Delhi.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to SIDBI 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 SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4 No interest shall be payable by SIDBI 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 SIDBI 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 SIDBI and SIDBI 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 SIDBI, 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 SIDBI 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 SIDBI resulting from such cancellation/rescission and SIDBI 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 SIDBI..
 - 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 SIDBI with BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of decision by SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 SIDBI 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 SIDBI 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 SIDBI 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 SIDBI
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of SIDBI 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 SIDBI 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 SIDBI within 8 to 10 weeks from the date of reference or intimation to him by SIDBI /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, SIDBI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

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

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 SIDBI and the BIDDER, in case BIDDER is unsuccessful (unsuccessful bidder), 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

SIDBI

BIDDER

Name of the Officer

Designation

SIDBI

Witness

1. _____

2. _____

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Annexure-XVI**Specifications for Electrical Works**

1. The agency is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of DMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor.
2. For Elevated station, load up to 10 KVA shall be given in single phase & in case of underground stations, load upto 5KVA shall be given. Above this, it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at DMRC end.
3. Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. However, in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.
4. For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724.
5. The meter along with MCB & ELCB box will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per Table- 1.
6. Use of any PVC material is not permitted in the underground stations.
7. Applicant will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
8. All materials specification must follow standards, codes and specification as used by DMRC in the E&M works.
9. In case, the Applicant draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Applicant pays necessary penalty as per DERC norms and removes excess load.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.

11. Internal wiring of luminaries (Light Fittings) and Signages in signages panel shall also be FRLSZH in case of UG stations.

12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

Table: 1 -- Rating of Electric Items

	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size Copper (Sq.mm.) DB to Applicant premises
ELEVATED STATION	0 - 0.1	0.5	16, 30	1.5
	0.1 - 0.2	1	16, 30	1.5
	0.2 - 0.5	2	16, 30	1.5
	0.5 - 0.7	3	16, 30	1.5
	0.7 - 0.9	4	16, 30	1.5
	0.9 - 1.2	5	16, 30	1.5
	1.2 - 1.4	6	16, 30	1.5
	1.4 - 2.3	10	16, 30	2.5
	2.3 - 3.7	16	16, 30	4
	3.7 - 4.6	20	25, 30	4
	4.6 - 7.4	32	32, 30	6
	7.4 - 9.2	40	40, 30	10
	9.2 - 10.0	50	63, 30	16
UNDER GROUND STATIONS	0 - 0.1	0.5	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.1 - 0.2	1	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm (for single phase)

List of Approved Makes

SN	Item	Approved Makes
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked

2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor FRLSZH, PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLSZH, PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashii Cables.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton

Annexure-XVII

Fire Safety Requirements

Kiosks: This category includes ATMs, Retails Outlet provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in Table 1.

Table - 1

TYPE & SPECIFICATAION: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992 (Kg and Liters can be converted in same ratio i.e. 5Kg = 9 Liters) Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity: -		
AREA		
Up to 10 Sq. m.	Above 10 Sq. m. and below 50 Sq. m.	Above 50 Sq. m. and below 100 Sq. m.
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type

The existing shops up to an area of 250 Sq. m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table -1.

For Shops of area above 100 Sq. m. and less than 250 Sq. m., fire Extinguishers of capacity 10 KG and another of 18 Liters Water, these should be distributed in at least four units at two places remote to each other.

For bigger spaces, Applicant is required to obtain details of recommended suppression and detection system from DMRC in the beginning.

FORMAT-I

PARTICULARS IN RESPECT OF ADVERTISING CONTRACT OBTAINED IN THE LAST FIVE YEARS

Sr. No.	Name and address of the client with contact numbers	Value of work executed in `	Date of award of contract	Period of Contract		Details of feedback / appreciation letters (attach proof)
				From	To	

Please enclose the copies of work order / agreement and completion certificate from the client (employer) for each of the work.

FORMAT-II**DETAILS OF EMPANELMENT WITH OTHER INSTITUTIONS**

S. No.	Name and address of institution with contact No	Category / Type of work for which empanelled	Registered/ empanelled for value of work upto `	Date of empanelment and validity

Please enclose the copies of letter of empanelment of each organization.

FORMAT III

(on letterhead duly stamped and signed)

Date:

TO WHOMEVER IT MAY CONCERN

This is to certify that M/s _____ is on our panel as an Agency since _____. The value of their annual contract is _____. The performance of the agency is satisfactory during their tenure with us.

Name & Designation of the Signatory

(Duly supported by the rubber stamp of the institution)

FORMAT –IV

DETAILS OF RESOURCES (MANPOWER, TOOLS AND PLANT) /
INFRASTRUCTURE FACILITIES

1	Details of Manpower	
	(a) Manager	
	(b) Supervisor	
	(c) skilled workers	
	(d) unskilled workers	
2	Details of infrastructure facilities available (details of Inhouse designing, printing capabilities, studio and own fabrication workshop & Godowns)	
3	Any other relevant information.	

FORMAT V**FORMAT OF FINANCIAL INFORMATION (TURNOVER / PROFIT & LOSS, ETC.)**
DURING LAST THREE YEARS)

S.No.	Financial Year	Annual Turnover (in ` lakh)	Profit / Loss (in ` lakh)	Net Worth (in ` lakh)	Documents Enclosed as proof

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA.

FORMAT VI
INDICATIVE FORMAT FOR PROVIDING SPECIFICATIONS OF THE SCOPE OF WORK

Sl.No.	Scope of work	Specifications				
		Type of material used/ Quality of material to be used	Quantity of material to be used	Sizes	Make/ specifications	Others / Remarks
1	100 sq.m. outdoor advertising					
2	10 sq.m. indoor advertising					
3	10 sq.m. retail space					
4	Indoor colouring					
5	Outdoor colouring					
6	Name Co-branding					
7	Any other					

* * * * *