## Annexure –I: Bid Covering Letter

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

Date:

The General Manager (ITV)

Small Industries Development Bank of India,

3rd Floor, Information Technology Vertical

Swavalamban Bhavan,

Plot No. C-11, G Block

Bandra Kurla Complex (BKC), Bandra (E)

**Mumbai - 400 051**

Dear Sir,

**Appointment of Consultant for ISO 27001 Certification of Data Centre, Disaster Recovery Site and IT Management services**

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

1. Bid Price: We have enclosed a Demand Draft/ banker’s cheque of the sum of **`1,000/- (` One Thousand only)** towards non-refundable bid price.
2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / banker’s cheque/ Bank Guarantee (BG) of the sum of **`96,000/- (` Ninety Six Thousand only)** towards EMD. 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.
4. Pre-Contract Integrity Pact as per **Annexure –XIV**.

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- XI (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: Minimum Eligibility Bid

| **S. N** | **Particulars** | **Documents to be Furnished** | **Reference Page No. of relevant document in RfP Response** |
| --- | --- | --- | --- |
| 1 | Name of the Bidder |  |  |
| 2 | Date of establishment and constitution. | Certified copy of “Partnership Deed” or “Certificate of Incorporation / commencement of business” should be submitted. For entities other than partnership firm and limited company, other relevant documents to be submitted. |  |
| 3 | Location of Registered Office /Corporate Office with addresses | Self-declaration with address of registered office along with contact details of local office at Mumbai and Chennai on letter-head of the bidder duly signed by authorized signatory of the bidder. |  |
| 4 | Names and Designations of the persons authorized to make commitments to the Bank. | Power of Attorney as per **Annexure -VI**. |  |
| 5 | Telephone and fax numbers of contact persons | |  |
| 6 | E-mail address of contact person. | |  |
| 7 | GST Registration Number | Copy of GST registration number. |  |
| 8 | Permanent Account Number (PAN) | Copy of PAN number. |  |
| 9 | Corporate Identification Number (CIN), if any or relevant number. | Copy of CIN or any relevant number. |  |
| 10 | ***Profit in Lakh***  Year 2015-16  Year 2016-17  Year 2017-18 | Copy of Auditor certificate and Balance sheet for the financial years 2015-16, 2016-17 and 2017-18. |  |
| 11 | The Address of Bidder Office in Mumbai / Chennai / Lucknow. | Self-declaration with address of local office at Mumbai / Chennai / Lucknow along with contact details on letter-head of the bidder duly signed by authorized signatory of the bidder. |  |
| 12 | Bidder should have experience of at least 3 years in offering Information Security Services such as Security assessment, defining security policies procedures & baselines, Risk Assessment, security consulting assignments in India. | Copy of purchase order / agreement signed between the parties to be furnished. |  |
| 13 | The bidder should have executed at least one order of Rs.20 lakh for ISO27001 consultancy (includes two surveillance audits for a period of three years) in at least one organization in BFSI sector. | Copy of purchase order |  |
| 14 | No of employees with ISO 27001 Lead Auditor and/or Lead Implementer certification. | 1. Details as per **Appendix –i.** 2. Declaration by the Employer stating that the employee is on the payroll of the Company. The declaration should be on the letter head of the Bidding Company duly signed by the authorized signatory. |  |
| 15 | No of employees with CISA / CISSP/ CEH Certified professionals as employees**.** | 1. Details as per **Appendix –i.** 2. Declaration by the Employer stating that the employee is on the payroll of the Company. The declaration should be on the letter head of the Bidding Company duly signed by the authorized signatory. |  |
| 16 | The bidder should not be blacklisted / barred by Government of India or any regulatory body in India during the last 3 years. | Self-declaration to this effect on company's letter head signed by company’s authorized signatory as per **Annexure –IV**. |  |
| 17 | The Bidder or its parent company or its subsidiary should not be existing System integrator maintaining IT infrastructure at Data Centre, Mumbai and Disaster Recovery site, Chennai of the Bank (SIDBI). | Self-declaration to this effect on company's letter head signed by company’s authorized signatory. |  |

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

## Annexure –III: Technical Bid

| **S.N.** | **Criteria** | **Documents to be Submitted** | **Bidder to Furnish Details** | **Reference Page No. of relevant document in RfP response** |
| --- | --- | --- | --- | --- |
| 1 | The number of years of experience of providing ISO27001 consultancy in India in BFSI sector. | Copy of work order. | Number (yrs.): \_\_\_\_\_\_\_ |  |
| 2 | The number of ISO 27001 consultancy assignments carried out in **BFSI sector** in India. | 1. Copy of work order and 2. Contact details of clients. | Number: \_\_\_\_\_\_\_\_\_\_\_ |  |
| 3 | The number of ISO 27001 consultancy assignments carried out in India for **Non BFSI** clients. | 1. Copy of work order and 2. Contact details of clients. | Number: \_\_\_\_\_\_\_\_\_\_\_ |  |
| 4 | The number of ISO 27001 consultancy assignments carried out in BFSI institutions in India leading to ISO 27001 certification /recertification of **Data Centre and DR site**. | 1. Copy of work order and 2. Contact details of clients. | Number: \_\_\_\_\_\_\_\_\_\_\_ |  |
| 5 | Name of Registered Certification Agency (RCA) proposed for this project. | |  |  |
| 6 | Experience of the RCA. | Details of organizations to whom certification was successfully carried out. |  |  |
| 7 | Total number of manpower proposed to be deployed for the project.  (Indicate the number of personnel proposed for the project) | | Number: \_\_\_\_\_\_\_\_\_\_\_ |  |
| 8 | Breakup of Manpower **(Number)** proposed in S.N.7 above. | | Lead / Engagement Manager: \_\_\_\_\_\_\_\_\_\_  Team Member: \_\_\_\_\_\_ |  |
| 9 | Name of the engagement Manager and overall person responsible (team leader) for this assignment and his professional qualification and experience / expertise. | 1. Details as per **Appendix-ii** 2. Proof in the form of employment letter duly accepted by the employee or suitable declaration jointly signed by the Employer and Employee stating the date of joining on the Bidding Company’s letter head should be submitted. |  |  |
| 10 | Name of the other team member(s) identified for this assignment and their professional qualifications and experience / expertise. | 1. Details as per **Appendix-ii** 2. Proof in the form of employment letter duly accepted by the employee or suitable declaration jointly signed by the Employer and Employee stating the date of joining on the Bidding Company’s letter head should be submitted. |  |  |
| 11 | Estimated work plan and time schedules for providing services for this assignment, phase wise: | | |  |  | | --- | --- | | **Phase** | **Time**  **(in Weeks)** | | 1 |  | | 2 |  | | 3 |  | | 4 |  | | 5 |  | |  |
| 12 | Details of the bidders proposed methodology / approach with reference to the scope of work. | Detailed write-up to be given. |  |  |
| 13 | Details of deliverables, other than the deliverables with reference to the scope of work. |  |  |  |

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

**Note:**

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

## Annexure –IV: Declaration Regarding Clean Track Record

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

Date:

The General Manager (ITV)

Small Industries Development Bank of India,

3rd Floor, Information Technology Vertical

Swavalamban Bhavan,

Plot No. C-11, G Block

Bandra Kurla Complex (BKC), Bandra (E)

**Mumbai - 400 051**

Dear Sir,

**Declaration Regarding Clean Track Record**

**Appointment of Consultant for ISO 27001 Certification of Data Centre, Disaster Recovery Site and IT Management services**

I have carefully gone through the Terms & Conditions contained in the RFP No: 2020/1495/ROCN/ITV dated July 08, 2019 regarding Appointment of Consultant for ISO 27001 Certification of Data Centre, Disaster Recovery Site and IT Management services.

We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last 03 years. I further certify that I am competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

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 of Rs.100/-)***

**(RfP No: 2020/1495/ROCN/ITV)**

This is to certify that we *[Insert name of Bidder]*, address ………………….. are fully competent to undertake and successfully deliver the consultancy 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 Consultancy 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: Power of Attorney

*(To be executed on a non-judicial stamp paper of Rs.100/-)*

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019, We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <**Name**>, <**Employee no**.>, < **Designation**> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

1. Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to Request for proposal (RfP) No. 2020/1495/ROCN/ITV dated July 08, 2019 for **‘Appointment of Consultant for ISO 27001 Certification of Data Centre, Disaster Recovery Site and IT Management services’** and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

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

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

WITNESS:

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

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

Attested

## Annexure –VII: Letter of Conformity

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

Date:

The General Manager (ITV)

Small Industries Development Bank of India,

3rd Floor, Information Technology Vertical

Swavalamban Bhavan,

Plot No. C-11, G Block

Bandra Kurla Complex (BKC), Bandra (E)

**Mumbai - 400 051**

Dear Sir,

**Appointment of Consultant for ISO 27001 Certification of Data Centre, Disaster Recovery Site and IT Management services**

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in **Annexure-XI** 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 –VIII: EMD / 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. 2020/1495/ROCN/ITV Dated July 08, 2019 Appointment of Consultant for ISO 27001 Certification of Data Centre, Disaster Recovery Site and IT Management services (Herein after called the ‘the RFP”) to you.

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

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

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

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

WE do hereby guarantee and undertake to pay forthwith 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 –IX: Non-Disclosure Agreement

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

WHEREAS, we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “Appointment of Consultant for ISO 27001 Certification of Data Centre, Disaster Recovery Site and IT Management services” as per scope defined in the Request for Proposal (RfP) No. 2020/1495/ROCN/ITV dated July 08, 2019 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

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

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

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

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

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

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

Yours sincerely,

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

## Annexure – X: Bank Mandate Form

***(To be submitted in Duplicate and to be print to be taken back to back)***

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

1. Name of Vendor/Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

2. Address of the Vendor/bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

Signature of the party / Authorized Signatory

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

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

Bank’s stamp:

Date :

(Signature of the Authorized Official from the Banks)

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

**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: Statement of Deviations

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

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: |

## Annexure – XII: Commercial Bid

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

1. **Table -1: Cost Towards Services (including taxes)**

**Amount in Rupees**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S.N.** | **Activity** | **Base Cost** | **Taxes** | **Total** | **Total Cost in words** |
|  |  | **A** | **B** | **C=A+B** |  |
| **A.** | **Consultancy and Certification** | | | |  |
| 1 | ISO 27001 Consultancy as per Scope of work in this RfP for DC and DR. |  |  |  |  |
| 2 | Certification cost |  |  |  |  |
| 3 | Charges to Registered Certification Body (RCB). |  |  |  |  |
| **Total – A** | |  |  |  |  |
| **B.** | **Surveillance Audit** | | | |  |
| 1 | Post Certification surveillance audit and training as per scope of work in this RfP (including RCB charges, if any) for first year. |  |  |  |  |
| 2 | Post Certification surveillance audit and training as per scope of work in this RfP (including RCB charges, if any) for second year. |  |  |  |  |
| **Total –B** | |  |  |  |  |
| **C.** | **Total (A + B)** |  |  |  |  |

**Total Amount Quoted in Words Rs. ..................................................................................**

1. **Table -2: Optional Item**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **S.N.** | **Activity** | **Qty** | **Base Cost** | **Taxes** | **Total Cost** | **Total Cost in words** |
|  |  | **P** | **A** | **B** | **C= P \* [A+B]** |  |
| **1** | **ISMS – LA/LI Training** from accredited organization as per Section 6.2.8  **(Training may be availed in parts over the project duration of 3 years)** | **3** |  |  |  |  |

1. **Total Cost of Ownership (TCO)**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Particulars** | **Amount in Rupees** | **Amount in words** |
| **TS** | **Table -1: Cost Towards Services (including taxes)** |  |  |
| **TO** | **Table -2: Optional Item (Training as per Scope of Work)** |  |  |
| **TCO** | **TCO would to be considered as (TS + TO)** |  |  |

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

**Note:**

1. No conditions should be stipulated in the commercial bids. Conditional bids shall be rejected.
2. The total amount quoted (Table-C, TCO) will be the basis for determining the lowest bidder.

## Annexure – XIII: 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, Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the SIDBI ) having agreed to award a contract to M/s. ‘ \_\_\_\_\_\_\_\_ having its office at ‘ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called "the Service Provider") for “ **Appointment of Consultant for ISO 27001 Certification of Data Centre, Disaster Recovery Site and IT Management services**” 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, interalia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. `. \_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_\_\_\_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of `. \_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for “**ISO 27001 Consultancy**” to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_\_\_\_, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or extend beyond \_\_\_\_\_\_\_\_\_\_\_\_\_
6. The liability under this guarantee is restricted to `. \_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on or before (date) \_\_\_\_\_\_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to `\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

1. 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.
2. We, (bank name, place) \_\_\_\_\_\_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
3. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_).
4. 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.
5. 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)”
6. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by way of DD payable at Mumbai

In witness where of we ...................... have set and subscribed our hand and seal this ........................ day of .........................2014.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name..........................

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

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

2) Name..........................

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

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

## Annexure-XIV: Pre-Contract Integrity Pact

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

1. **General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_\_\_\_\_ place\_\_\_ on ---- day of the month of -----, 2019 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at Swavalamban Bhawan, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/”SIDBI”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to appoint consultant for carrying out ISO 27001 certification of datacenter, DR site and IT Management Services of the Bank and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

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

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

1. **Commitments of the BUYER**
   1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
   2. The BUYER will during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
   3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
   4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facia found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.
2. **Commitments of BIDDERs**

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

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

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

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

1. **Previous Transgression**
   1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.
   2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
2. **Earnest Money (Security Deposit)**
   1. While submitting commercial bid, the BIDDER shall deposit an amount **Rs.96,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
3. Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
4. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
   1. Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
   2. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
   3. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
5. **Sanctions for Violations**
   1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
6. To immediately call off the pre-contract negations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
7. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
8. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
9. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
10. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
11. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
12. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
13. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
14. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDER, the same shall not be opened.
15. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
    1. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
    2. The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
16. **Fall Clause**
    1. The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
17. **Independent Monitors**
    1. The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
    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.
    3. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
    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.
    5. As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
    6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
    7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
    8. The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.
18. **Facilitation of Investigation**

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

1. **Law and Place of Jurisdiction**

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

1. **Other Legal Actions**

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

1. **Validity**
   1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, in case BIDDER is unsuccessful (unsuccessful bidder), this integrity Pact shall expire after six months from the date of the signing of the contract.
   2. Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
2. The parties hereby sign this integrity Pact, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER BIDDER

Name of the Officer

Designation CHIEF EXECUTIVE OFFICER

SIDBI

Witness Witness

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

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

## Appendix–i: List of Certified Employees

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **S.N.** | **Name of Employee** | **Date of Joining the Bidder Organisation** | **Certification / Accreditations** | | | | **Page Ref. No in response for Proof.** |
| **LA / LI** | **Date of ISO 27001 LA / LI** | **CISA/CISSP / CEH** | **Date of CISA/CISSP / CEH** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**Note:**

Documentary proof to be enclosed to substantiate the claims made.

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

## Appendix – ii: Proposed Team Profile

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S.N.** | **Name of Proposed Engagement Manager / Team Member** | **Role (Engagement Manager / Team Member)** | **Qualification** | **Certification Details** | **Experience in ISO 27001 Consultancy** | | **IT Security Expertise in terms of years and areas of expertise** | | |
| **No of Assignments** | **Details of Client (Including Banks)** | **Overall** | **Relevant** | **Areas of experience (Separate sheets to be attached)** |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
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**Note:**

Documentary proof along with complete details of the work carried out for ISO 27001 for the clients and areas of IT Security experience including experience in Banking processes and knowledge of RBI guidelines should be submitted in detail as separate **annexures** in the response.

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