

LIST OF APPENDIX

1. ANNEXURE I – BID FORWARDING LETTER	2
2. ANNEXURE II – GENERAL INFORMATION ABOUT BIDDER	3
3. ANNEXURE –III MINIMUM ELIGIBILITY CRITERIA.....	6
4. ANNEXURE –IV TECHNICAL BID.....	9
4.1. SPECIFICATIONS OF BACKUP TAPE LIBRARY [CHENNAI (1)]	9
5. ANNEXURE – V COMMERCIAL BID	11
5.1. COST OF TAPE LIBRARY	11
6. ANNEXURE - VI MANUFACTURER AUTHORISATION FORMAT	13
7. ANNEXURE – VII UNDERTAKING OF AUTHENTICITY	14
8. ANNEXURE – VIII POWER OF ATTORNEY	15
9. ANNEXURE – IX BANK MANDATE FORM	16
10. ANNEXURE – X EMD /BID SECURITY FORM	19
11. ANNEXURE –XI NON-DISCLOSURE AGREEMENT	21
12. ANNEXURE – XII INSTALLATION CERTIFICATE	23
13. ANNEXURE –XIII ACCEPTANCE CERTIFICATE	24
14. ANNEXURE –XIV PERFORMANCE GUARANTEE FORMAT	25
15. ANNEXURE – XVI STATEMENT OF DEVIATIONS.....	28
16. ANNEXURE – XVII PRE-CONTRACT INTEGRITY PACT	29
17. ANNEXURE XVIII – DECLARATION REGARDING CLEAN TRACK RECORD	35
18. ANNEXURE XXI – ADDRESS OF DELIVERY LOCATION	36

1. Annexure I – Bid Forwarding Letter

Bid Forwarding Letter

(To be submitted on Vendor's letter head)

[To be included in Technical Bid Envelope]

Date:

The General Manager (Systems)

Small Industries Development Bank of India,
3rd Floor, MSME Development Centre, Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E), **Mumbai - 400 051**

Dear Sir,

RFP FOR PROCUREMENT OF BACKUP TAPE LIBRARY

We, the undersigned, offer to submit our bid in response and accordance with your tender No. **RfP No. 400/2018/1295/BYO/ITV dated December 14, 2017**. Having examined the tender document including all annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

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

The Warranty and AMC for all hardware would be back to back from OEM and would start from date of acceptance of the solution by the Bank. The price quoted by us for hardware includes back to back OEM warranty for 05 years and AMC cost for 6th and 7th year.

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

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

We remain,

Yours sincerely,

Date : Name & Signature of Authorised Signatory

Place : Designation :..... Phone & E-mail:.....

Name of the Organisation : Seal

2. Annexure II – General Information about Bidder

General Information about Bidder

(Tender No.: 400/2018/1295/BYO/ITV dated December 14, 2017)

[To be included in Technical Bid Envelope]

S.N.	Information about the Bidder	Bidder's response	Attachment Tag
1	Name of the bidder company		
2	Year of establishment		
3	Type of Company [Government/PSU/Pub. Ltd / Pvt. Ltd / partnership / proprietary]		
4	Registration No. and date of registration.		
5	Copy of Registration Certificate to be enclosed (Yes / No)		
6	Address of Registered Office with contact numbers		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
7	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
8	MSME Status (Tick appropriate)		
a	Company does not qualify the status of MSE.		
b	Company does qualify the MSE status.		
c	SC/ST		
d	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No)		
9	Domestically Manufactured Electronic Products (DMEP)		
a	OEM / Bidder qualify the status of DMEP. (Yes/No).		
b	DMEP Form-1 – Affidavit of Self Certificate Regarding Domestic Value Addition in an Electronic Product as per Annexure –XIX attached. (Yes/No).		
c	Domestic Value Addition in terms of guidelines issued by Procurement of notified electronic products by Government as per Annexure –XX attached. (Yes/No).		
d	It is the responsibility of the participating bidder to submit the above Annexures. In the absence of which bidder would not be eligible for purchase preference.		

S.N.	Information about the Bidder	Bidder's response	Attachment Tag
10	PAN No.		
	Copy of PAN enclosed (Yes/No)		
11	Sales Tax / VAT / Service tax registration Number		
	Copy of Sales Tax / VAT / Service Tax certificate enclosed. (Yes / No)		
12	ISO 9000:2008 or later Certified (Yes/No) & Validity Date		
	Copy of Registration Certificate to be enclosed (Yes / No)		
13	Details of all OEMs or Authorized Partners of OEM, whose products are being proposed		
	MAF from OEM as per format given in Annexure –VI enclosed. (Yes /No)		
14	Financials		
	Parameter	FY	Amount in lakh
a	Annual Turnover (Gross Income excluding other Income)	2014 – 2015	
		2015 – 2016	
		2016 – 2017	
b	Cash Profit	2014 – 2015	
		2015 – 2016	
		2016 – 2017	
c	Net worth	2014 – 2015	
		2015 – 2016	
		2016 – 2017	
d	CA certificate submitted. (Yes / No)		
15	Contact Details of Bidder's authorized representative to make commitments to SIDBI. Power of attorney at per format given in Annexure – to be submitted.		
	a	Name	
b	Designation		
c	Office address		
d	Land Line No.		
e	Mobile No.		
f	Fax No.		
g	Mail Id		
16	Support Centre at Chennai		
	a	Whether bidder has support centre at Chennai. (Yes/No)	
b	Address and Contact Details of support centre		
(i)	Address of support centre		
(ii)	Contact No.		
(iii)	Mail Id.		
17	Certificate from OEM on Non-End of Life and Non-End of		

S.N.	Information about the Bidder	Bidder's response	Attachment Tag
	Support for a minimum of 07 years is attached. (Yes/No)		
18	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 03 years. Bidder must certify to that effect.		
	Self declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-XVIII to be submitted.		
19	EMD Details		
a	DD / Pay Order / Bank Guarantee		
b	Number		
c	Date of Issue		
d	Issuing Bank		
e	Amount - ₹30,000/-		
20	Tender Form Cost Details		
a	DD / Pay Order		
b	Number		
c	Date of Issue		
d	Issuing Bank		
e	Amount (Rs.)		

Date
Place

Signature of Authorised Signatory ...
Name of the Authorised Signatory ...
Designation ...
Phone & E-mail:
Name of the Organisation ...
Seal ...

Note

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted.
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.
- SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

3. Annexure –III Minimum Eligibility Criteria

Response to Minimum Eligibility Criteria

(Tender No.: 400/2018/1295/BYO/ITV dated December 14, 2017)

[To be included in Technical Bid Envelope]

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

S. N.	Criteria	Compliance [Yes/No]	Proof to be Submitted	Attachment Tag
1.	The Bidder should be a registered Corporate/ Firm/ LLP/ Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/ RBI promoted. Copy of registration certificate is required to be enclosed.		<ul style="list-style-type: none"> ▪ Partnership firm: Certified copy of Partnership Deed OR ▪ Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. ▪ Reference of Act/Notification 	
2	The Bidder should have been in existence in India and must be engaged in the business of supply, installation and commissioning of Enterprise-class IT hardware in India for at least three (03) years as on the date of this tender. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/ limited company will be taken into account).		<ul style="list-style-type: none"> ▪ <u>Partnership firm</u>: Certified copy of Partnership Deed. OR ▪ <u>Limited Company</u>: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. ▪ Reference of Act/Notification ▪ For other eligible entities: Applicable documents. ▪ Copy of Work order / agreement / completion certificate for completed projects. 	
3.	The bidder should have a minimum average annual turnover (Gross Income excluding other Income) of ₹2 crore out of Indian operations from the sales of IT hardware / software over the last three (03) financial years		Supporting the fact the bidder should furnish CA certificate & copy of audited Balance sheet for last three financial years ending in 2017.	

S. N.	Criteria	Compliance [Yes/No]	Proof to be Submitted	Attachment Tag
4.	The bidder should have positive net worth and cash profit [i.e., no cash loss] in 02 years out of last 03 years.		Supporting the fact the bidder should furnish CA certificate & copy of audited Balance sheet for last three financial years ending in 2017.	
5.	The bidder must have a currently valid Sales Tax / VAT / GST registration certificate and PAN number.		Copies of Sales Tax / VAT / GST/ PAN to be enclosed.	
6.	The bidder should be ISO 9000:2008 (or later version) certified company.		Copy of certificate is to be enclosed	
7.	The OEM should authorize the bidder to quote their product in the present tender of SIDBI.		MAF from OEM as per format given in Annexure –VI covering each category of equipments need to be enclosed.	
8.	All equipments offered should not be 'End of Support' for a minimum of 07 years from 01.01.2018 .		Certificate from OEM on Non-End of Support for a minimum of 07 years starting from January 1, 2018 need to be enclosed covering each category of equipment.	
9.	The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure-XVII		Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (to be borne by the bidder) as per format given in Annexure –XVII need to be enclosed.	
10.	The bidder MUST HAVE SUPPORT CENTER at Chennai.		Detailed address with contact details of support center at Chennai to be submitted along with the technical bid.	
11.	The bidder should have at least one certified engineer having <input checked="" type="checkbox"/> Certification on OEM technology & <input checked="" type="checkbox"/> Expertise of Veritas implementation in response to the RFP, at Chennai.		Details of the engineers along with the copy of certification of engineer to be attached along with the technical bid.	
13.	The bidder should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies.		Declaration regarding Clean Track Record as per format Annexure XVIII enclosed. (Yes /No).	

- The bidder to submit documentary evidence for all the above points along with Annexure-III – Minimum Eligibility Criteria.
- Proposals of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.
- (Above details are MANDATORY without which the Bid is liable to be rejected.)

4. Annexure –IV Technical Bid

(Tender No.: 400/2018/1295/BYO/ITV dated December 14, 2017)

[To be included in Technical Bid Envelope]

4.1. Specifications of Backup Tape Library [Chennai (1)]

S. No.	Feature		Required Minimum Specifications	Compliance	Remarks
				[Y/N]	
1	Form Factor		Rack Mountable with necessary rack mounting kit and power cables		
2	Drive Technology		LTO-7 Ultrium 15000		
			LTO-6 Ultrium 6250		
			LTO-5 Ultrium 3000		
3	Drive Type		Fibre Channel (FC) LTO-7, Hot Swap		
4	No. of Drives		02 (Two) (Ultrium 15000, 6250, 3000)		
5	Drive Interface		8 Gb Native Fibre Channel 6 Gb/sec SAS		
6	Max Capacity	Native	144TB (LTO7), 60TB(LTO6), 36TB(LTO5)		
		Compressed (2.5:1)	150TB (LTO6)		
		Compressed (2:1) -	72TB (LTO5)		
7	Max. Transfer Rate	Native	2.16 TB/hr (two 15000);		
			1.15 TB/hr (two 6250),		
			1.0 TB/hr (two 3000)		
8	Throughput (Uncompressed)		864 Gb per hour for both Drive on FC throughput		
9	Cable		02 No. 5-meter Multi-mode LC/LC FC Cable.		
10	No. of populated cartridge slots		Min. 24 slots		
11	OS Compatibility		Windows, Linux, VMWare, Citrix XEN Server		
12	Power Supply & Fans		168 Watts (Max.)		
13	Input Requirements		100 to 240 VAC, 50 to 60 Hz, 2.5 Amperes		
14	Warranty		05 years (24x7) comprehensive with 6Hrs Call-to-Resolution		
15	Others		Support for custom labeling of media, bar code reader, Mixed mode backup media support within the box		
16	End of Service Period		Tape Library should have at least 07 years of End of Service period.		

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Phone & E-mail:
	Name of the Organisation ...
	Seal ...

5. Annexure – V Commercial Bid

Commercial Bid - cum- Price Break-up Format

(Tender No.: 400/2018/1295/BYO/ITV dated December 14, 2017)

5.1. Cost of Tape Library

[Amt. in ₹]								
S. N.	Item Description	Part No	Qty.	Unit Price				Total, incl. of all taxes
				Figures	Words	Taxes	Total	
			P	Q		R	U=Q+R	T=PXU
1	Cost of Backup Tape Library, it's implementation along with five years warranty as per specifications in Annexure – IV [4.1]		01					
Total Cost of Tape Library [A]								
2	AMC cost of Backup Tape Library for 6 th year.		01					
3	AMC cost of Backup Tape Library for 7 th year.		01					
Total Cost of AMC for Tape Library [B = 2+3]								
Total Cost of Ownership (TCO): [A+B]								

Bidders are requested to note the following:

- Conditional commercial bids would be rejected.
- Masked commercial bids must be given with technical bid
- All the details must be provided as per format, table wise summation to be calculated and updated, deviation from above format would enable the commercial bid to be rejected.
- All the rates must be quoted in INR. The cost should be inclusive of all applicable taxes.



- Detailed Specifications of all Hardware components as above to be attached separately in the Technical Bid (**Annexure IV – Technical Bid**), supported by Technical Literature/Product Catalogues/Brochures, etc. **This is Mandatory.**
- In case of discrepancy between unit price and total price, the unit price shall prevail.
- In case of discrepancy between figures and words, the amount in words shall prevail.
- AMC will be entered into by the Bank, at sole discretion of the Bank at the rates not exceeding the rates being contracted herein. Taxes prevailing at the time of entering into AMC shall be paid as at actual.

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

6. Annexure - VI Manufacturer Authorisation Format

Manufacturer Authorisation Format

(To be submitted on OEM's letter head)

[To be included in Technical Bid Envelope]

Ref:

Date:

To

The General Manager [Systems]
 Small Industries Development Bank of India
 MSME Development Center, 3rd Floor
 Information Services Department
 Plot No.C-11, G Block, Bandra Kurla Complex
 Bandra [East]
Mumbai 400 051

Dear Sir,

**Sub: Manufacturer Authorisation for
 (Tender No.: 400/2018/1295/BYO/ITV dated December 14, 2017)**

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <hardware details> do hereby authorise M/s _____ (<Name and address of the Partner>) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades if contracted by the bidder.

We also confirm that we will ensure all product upgrades (including bios/ firmware upgrades) are provided by M/s for all the products quoted for and supplied to the Bank during the product warranty and AMC period.

We also undertake that in case of default in execution of this RfP by the <Bidder Name>, the <OEM Name> will take all necessary steps for successful execution of this project as per RfP requirements.

<OEM Name>

<Authorised Signatory>

Name:

Designation:

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

7. Annexure – VII Undertaking of Authenticity

Undertaking of Authenticity

[to be signed by authority not lower than the Company Secretary of the Bidder]

[To be included in Technical Bid Envelope]

Ref:

Date:

To

The General Manager [Systems]
 Small Industries Development Bank of India
 MSME Development Center, 3rd Floor
 Information Services Department
 Plot No.C-11, G Block, Bandra Kurla Complex
 Bandra [East]
Mumbai 400 051

Dear Sir,

Subject: Undertaking of Authenticity for

(Tender No.: 400/2018/1295/BYO/ITV dated December 14, 2017)

With reference to the hardware items quoted to you vide our quotation No.: _____ dated _____ in response to your tender no. **400/2018/1295/BYO/ITV dated December 14, 2017**, we hereby undertake that all the components / parts / assembly / software used in these hardware items shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/ installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard.

We (*Vendor name*) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorised service centre / reseller / SI etc.

Authorised Signatory

Name

Designation

Place

Date

8. Annexure – VIII Power of Attorney

Power of Attorney

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

400/2018/1295/BYO/ITV dated December 14, 2017

[To be included in Technical Bid Envelope]

BY THIS POWER OF ATTORNEY executed on _____, 2017, 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 **No. 400/2018/1295/BYO/ITV dated December 14, 2017** for Procurement of Backup Tape Library 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

9. Annexure – IX Bank Mandate Form

बैंक अधिदेश फॉर्म /BANK MANDATE FORM

(दो प्रतियों में प्रस्तुत किया जाए /To be submitted in Duplicate)

[To be included in Technical Bid Envelope]

(कृपया सूचनाएँ साफ अक्षरों में भरें। जहाँ-कहीं लागू हो ,उस पर सही का निशान लगाएँ।
/Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का नाम
Name of Borrower / vendor / supplier:

2. विक्रेता का कूट Vendor Code (if applicable)

3. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का पता
Address of the Borrower / vendor / supplier:

नगर/City _____ पिनकोड Pin Code

ई-मेल आईडी /E-mail id: _____

एसटीडी कूट के साथ दूरभाष सं./Phone No. with STD code: _____

मोबाइल सं./Mobile:No.: _____

स्थायी खाता संख्या/Permanent Account Number _____

एमएसई पंजीकरण/सीए प्रमाणपत्र/MSE Registration / CA Certificate; _____

(यदि लागू हो/if applicable)

3. बैंक खाते का विवरण / Particulars of Bank account:

हिताधिकारी का नाम Beneficiary Name			
बैंक का नाम Bank Name		शाखा का नाम Branch Name	
शाखा का स्थान Branch Place		शाखा का नगर Branch City	

पिनकोड Code	PIN		शाखा कूट Branch Code																		
एमआईसीआर सं. MICR No.																					
खाते का स्वरूप Account type	बचत/Saving		चालू/Current																		
खाता सं. Account No.	(जैसी चेकबुक में अंकित है / as appearing in the Cheque book)																				
<p>(बैंक से आपूर्त एमआईसीआर1 चेक पर अंकित कूट संख्या। कृपया यह सुनिश्चित करने के लिए कि बैंक का नाम ,शाखा का नाम एवं कूट तथा खाता संख्या सही है ,अपने बैंक का निरस्त किया हुआ चेक संलग्न करें/ 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)</p>																					
आईएफएससी कू IFSC CODE2	आरटीजीएस अंतरण के लिए For RTGS transfer		एनईएफटी अंतरण के लिए For NEFT transfer																		

4. अधिदेश के प्रभावी किए जाने की तिथि

Date from which the mandate should be effective :

मैं एतद् द्वारा घोषित करता हूँ कि ऊपर दिए गए विवरण सही और पूर्ण हैं। यदि अपूर्ण या गलत सूचना के कारण लेनदेन (भुगतान) में कोई बिलम्ब होता है या भुगतान नहीं हो पाता है ,तो मैं सिडबी / आईडीबीआई बैंक को उसके लिए उत्तरदायी नहीं बनाऊँगा। मैं यह भी वचन देता हूँ कि यदि मेरे खाते के विवरण में कोई परिवर्तन होगा ,तो मैं उसकी सूचना दूँगा ,ताकि **भा.रि.बैंक के आरटीजीएस/एनईएफटी** के माध्यम से राशि जमा किए जाने के प्रयोजन के लिए अभिलेख अद्यतन किए जा सकें।

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**.

स्थान/Place : _____

दिनांक/Date : _____

पार्टी/प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर

Signature of the party / Authorized

Signatory

.....
प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।

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

बैंक की मुहर/Bank's stamp :

दिनांक/Date :

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर / Signature
of the Authorized Official from the Banks)

टिप्पणी : यदि आरटीजीएस/एनईएफटी संबंधी कोई प्रभार होगा ,तो उसका वहन पार्टी करेगी।

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

1, 2: आईएफएससी/एमआईसीआर के बारे में टिप्पणी

भारतीय वित्तीय प्रणाली कूट एक अक्षरांकीय/वर्णांकीय कूट है ,जो भारत में किसी बैंक-शाखा की अनन्य रूप से पहचान के लिए बनाया गया है। यह 11 अंकों का कूट है ,जिसमें प्रथम 4 अक्षर बैंक के कूट को दर्शाते हैं ,जबकि पाँचवाँ अंक नियंत्रण अंक के रूप आरक्षित है)वर्तमान में पाँचवें स्थान पर 0 है (तथा शेष अंक शाखा की पहचान हैं। चेक पर अंकित एमआईसीआर कूट)चुम्बकीय स्याही अंक पहचान (में 9 अंक होते हैं ,जिनसे बैंक-शाखा की पहचान होती है। भा.रि.बैंक ने सभी बैंकों को सूचित किया है कि वे अपने ग्राहकों को जारी किए जाने वाले चेक पत्रकों पर आईएफएससी मुद्रित कराएँ। कोई ग्राहक भी अपनी बैंक-शाखा से संपर्क कर उस शाखा का आईएफएस कूट प्राप्त कर सकता है।

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.

10. Annexure – X EMD /Bid Security Form

EMD / Bid Security Form

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

[To be included in Technical Bid Envelope]

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. 400/2018/1295/BYO/ITV dated December 14, 2017** to supply (Description of Products and Services) (Herein after called the ‘the RFP’) to you.

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

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

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

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding ₹ ----- (Rupees ----- -- 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;

Annexure	400/2018/1295/BYO/ITV	Page : 19 of 37
	Issued on: December 14, 2017	



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

.....

.....

11. Annexure –XI Non-Disclosure Agreement

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 “**Procurement of Backup Tape Library**” as per scope defined in the **Request for Proposal (RfP) No : 400/2018/1295/BYO/ITV dated December 14, 2017** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

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

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

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

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

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

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,

Annexure	400/2018/1295/BYO/ITV	Page : 21 of 37
	Issued on: December 14, 2017	

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

12. Annexure – XII Installation Certificate

Installation Certificate

1	Vendor Name	
2	RfP No	400/2018/1295/BYO/ITV dated December 14, 2017
3	Purchase Order No and Date	
4	Invoice No. and date	
5	Description of equipment	
6	Serial No's of equipment	
7	Date of Delivery	
8	Installation Date	
9	Certificate	Equipment [as per ordered configuration] has been installed successfully.

Name of SIDBI official : _____

Designation : _____

Signature : _____

Date : _____

Seal :

13. Annexure –XIII Acceptance Certificate

Acceptance Certificate Format

1	Vendor Name	
2	RfP No	400/2018/1295/BYO/ITV dated December 14, 2017
3	Purchase Order No and Date	
4	Invoice No. and date	
5	Description of equipment	
6	Serial No's of equipment	
7	Date of Delivery	
8	Installation Date	
9	Certificate	Equipment [as per ordered configuration] has been installed, configured and integrated with existing LAN/WAN/SAN. Further, acceptance test has been performed as per the Acceptance criteria defined in RfP and is found satisfactory. Warranty of all the systems commences from the date of signing the acceptance certificate.
<p>Name of SIDBI official : _____</p> <p>Designation : _____</p> <p>Signature : _____</p> <p>Date : _____</p> <p>Seal : _____</p>		

14. Annexure –XIV Performance Guarantee Format

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

BANK GUARANTEE

[To be included in Technical Bid Envelope]

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

Annexure	400/2018/1295/BYO/ITV	Page : 25 of 37
	Issued on: December 14, 2017	

from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____

6. The liability under this guarantee is restricted to ₹. _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.



14. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to ₹ _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)”

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

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

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

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

15. Annexure – XVI Statement of Deviations

Bidders are requested 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.

PROCUREMENT OF BACKUP TAPE LIBRARY - List of Deviations (TENDER NO. 400/2018/1295/BYO/ITV dated December 14, 2017)			
S. No.	Clarification point as stated in the tender document	Page / Section Number in RfP	Comment/ Suggestion/ Deviation
1.			
2.			

Date: _____ Signature of Authorised Signatory: _____

Place: _____ Name of the Authorised Signatory: _____

Designation : _____

Name of the Organisation: _____

Seal : _____

16. Annexure – XVII Pre-Contract Integrity Pact

{To be submitted on non-judicial stamp paper of requisite value}

PRE CONTRACT INTEGRITY PACT

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place ___ on --- day of the month of ----, 2017 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to appoint consultant for carrying out Procurement of Backup Tape Library and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

2 Commitments of the BUYER

2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party

Annexure	400/2018/1295/BYO/ITV	Page : 29 of 37
	Issued on: December 14, 2017	

related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facia found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

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

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

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **₹30,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and

without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 - ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
 - vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

Annexure	400/2018/1295/BYO/ITV	Page : 32 of 37
	Issued on: December 14, 2017	

- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent Monitors

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

9 Facilitation of Investigation

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

Annexure	400/2018/1295/BYO/ITV	Page : 33 of 37
	Issued on: December 14, 2017	

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

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

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

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

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

17. Annexure XVIII – Declaration regarding Clean Track Record

Date:

The General Manager,
IT Vertical,
Small Industries Development Bank of India,
3rd Floor, SME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Declaration Regarding Clean Track Record

RfP No : 400/2018/1295/BYO/ITV dated December 14, 2017

I have carefully gone through the Terms & Conditions contained in the RFP No. **400/2018/1295/BYO/ITV dated December 14, 2017** regarding “RFP FOR PROCUREMENT OF Backup Tape Library”.

1. 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.**
2. We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
3. I further certify that I am competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in **Annexure –II & 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 ...

18. Annexure XXI – Address of Delivery Location

S.N.	Location	Address	Contact Person(s)
1	Chennai	Small Industries Development Bank Of India, Overseas Towers, 756-L, Anna Salai, Chennai , Tamil Nadu, INDIA, 600002 Tel No : 044-28413716	Ms. Anju Rani Jain AGM (Systems) Ph: (D) 04466636015 (M): 9176831388 Mail: anjujain@sidbi.in

END OF RFP