



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

सॉफ्टवेयर एसेट मैनेजमेंट सर्विसेस हेतु प्रस्ताव का आमंत्रण

**Request for Proposal (RfP) for
Software Asset Management (SAM) Services**

आरएफपी सं. / RFP No.	400/2021/1590/BYO/ITV
आरएफपी जारी करने की तिथि / RFP Issue Date	27 नवंबर, 2020 / November 27, 2020
बोली जमा करनी की अंतिम तिथि व समय / Last date and time for bid submission	22 दिसंबर 2020, दोपहर बाद 3:30 बजे तक / December 22, 2020 by 3:30 PM
न्यूनतम पात्रता और तकनीकी बोलियां खोलने की तिथि व समय / Date and time of opening of Minimum Eligibility Bid and Technical Bid	22 दिसंबर 2020 4:00 बजे / December 22, 2020 by 4:00 PM
वाणिज्यिक बोलियां खोलने की तिथि / Date of opening of Commercial Bid	बाद में सूचित किया जायेगा / To be intimated at a later date
बयाना जमा राशि / Earnest Money Deposit	₹1,10,000/- (Rupees One Lakh Ten Thousand only)
आरएफपी मूल्य / RFP Cost (Non Refundable)	₹ 2,000/- [Rupees Two Thousand only], incl. of GST]

भारतीय लघु उद्योग विकास बैंक
 स्वावलम्बन भवन, सी-11, जी ब्लॉक,
 बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पू.), मुम्बई - 400 051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
 Swavalamban Bhawan, C-11, 'G' Block,
 Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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1. Critical Information

S No. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for Pre-Bid meeting / पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	December 07, 2020 / 07 दिसंबर, 2020	1600 Hours
2	Pre-Bid meeting / पूर्व-बोली बैठक (No queries will be entertained after Pre-Bid meeting)	December 08, 2020 / 08 दिसंबर, 2020	1130 Hours
3	Last date for submission of Bids / बोली जमा करने की अंतिम तिथि	December 22, 2020 / 22 दिसंबर, 2020	1600 Hours
4	Date & Time of Opening of Minimum Eligibility Bid and Technical Bid / न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	December 22, 2020 / 22 दिसंबर, 2020	1630 Hours
5	Date and time of opening of Commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	/To be intimated to shortlisted bidders at a later date / चुने गए बोलीदाताओं को बाद में सूचित किया जायेगा	
6	Address for Bid Submission / बोली जमा और पूर्व-बोली बैठक करने का पता		
	उप महाप्रबन्धक (आईटीवी) भारतीय लघु उद्योग विकास बैंक, तीसरा तल, इन्फॉर्मेशन टेक्नालजी वर्टिकल, स्वावलम्बन भवन, प्लॉट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला काम्प्लेक्स, बांद्रा(पू.), मुम्बई - 400 051	Deputy General Manager (ITV) Small Industries Development Bank of India, 3rd Floor, Information Technology Vertical, Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E), Mumbai - 400 051	
7	Bid Validity / बोली के वैद्यता	90 days from the last date of bid submission / बोली जमा करने की अंतिम तिथि से 90 दिन तक।	
8	Earnest Money Deposit / बयाना जमा राशि	₹1,10,000/- (Rupees One Lakh Ten Thousand only)	
9	Contact details of SIDBI Officials / सिडबी अधिकारियों के संपर्क विवरण		
	Narender Kumar, AGM (Systems) नरेंद्र कुमार, स.म.प्र. (सिस्टम्स) 022-67531238, narender@sidbi.in	Rajesh Joshi, DGM (Systems) राजेश जोशी, उप महा प्रबंधक (सिस्टम्स) 022-67531251, rijoshi@sidbi.in	
10	Independent External Monitor / स्वतंत्र बाह्य मॉनिटर		
	श्री नागेश्वर राव कोरीपल्ली. आईआरएस (सेवानिवृत्त) 38, ट्रेल्स, मानिकोंडा, आर आर जिला, हैदराबाद - 500089 मोबाइल : 9788919555 ईमेल : knageshwarrao@gmail.com	Shri Nageshwar Rao Koripalli, IRS(Retd.) 38, The Trails, Manikonda, R. R. District Hyderabad – 500089 Mobile : 9788919555 Email : knageshwarrao@gmail.com	

2. Abbreviations

RFP / RfP	Request for Proposal
EMD	Earnest Money Deposit
DD	Demand Draft
LD	Liquidity Damages
SP	Service Provider
NOC	Network Operating Centre
SoW	Scope of Work
BFSI	Scheduled Commercial Banks in Public or Private Sector, All India Financial Institutions and Insurance Companies.
IS	Information Security
LoI	Letter of Intent
AMC	Annual Maintenance Contract
DC	Bank's Data Centre
DR Site or DR	Bank's Disaster Recovery Site
RCA	Root Cause Analysis
PM	Preventive Maintenance
C-SOC	Cyber – Security Operating Centre
VC	Video Conferencing
CPPP	Central Public Procurement Portal

3. Introduction and Disclaimers

3.1. Purpose of RFP

- 3.1.1. SIDBI is having its Data Center (DC) at Mumbai and Disaster Recovery (DR) Site at Chennai. This Request for Proposal document (RfP document or RfP or RFP or Tender Document) has been prepared solely for the purpose of enabling SIDBI to shortlist a Service Provider (Vendor) for **providing Software Asset Management (SAM) Services for the Bank, for a period of Three (03) years**. Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in Annexures attached.
- 3.1.2. This RfP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.
- 3.1.3. The RfP methodology being followed is under **Three Bid System viz. 1) Minimum Eligibility Criteria 2) Technical Bid and 3) Commercial Bid**. Bid Evaluation Methodology and Eligibility Criteria has been detailed in subsequent section of this RfP document.

3.2. Information Provided

- 3.2.1. The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI.
- 3.2.2. Neither SIDBI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

3.3. For Respondent only

- 3.3.1. The RfP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder").

3.4. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its Directors, officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

3.5. Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, presentation, site visits etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

3.6. No Legal Relationship

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

3.7. Recipient Obligation to Inform Itself

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

3.8. Evaluation of Offers

The issuance of RfP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RfP document that it has not relied on any idea, information, statement, representation, or warranty given in this RfP document.

3.9. Acceptance of Selection Process

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

3.10. Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document.

3.11. Acceptance of Terms

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

3.12. Requests for Proposal

- 3.12.1. Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person :

Contact Person	Narender Kumar	Rajesh Joshi
Designation	AGM (Systems)	DGM (Systems)
Email ID	narender@sidbi.in	rjoshi@sidbi.in
Telephone No.	022-67531238	022-67531251

- 3.12.2. SIDBI may, in its absolute discretion, seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 3.12.3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.
- 3.12.4. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
- 3.12.5. SIDBI may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

3.13. Notification

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

SIDBI

4. Background

4.1. About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990. The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over the period of time, now meet almost all the requirements of sector which fall into a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

The Bank provides its services through a network of offices located all over India. Detailed information on the functions of the bank is provided on the website www.sidbi.in.

4.2. Current Setup

- 4.2.1.** Currently, SIDBI has its Data Center (DC) at Mumbai at CtrlS Datacenters Ltd. at its Mahape and Disaster Recovery (DR) Site at Chennai (Nextra Data Center Limited). **Bank's both the facilities i.e. DC and DR are ISO 27001:2013 Certified.**
- 4.2.2.** Bank has outsourced management of DC and DR to Third Party, who has deployed technical resources (L1 and L2 engineers) at DC and DR covering all the areas viz., Windows, UNIX / Linux, Oracle Database, Network, Security, Middleware, Backup, Mail etc. Bank's outsourced staff managing, the DC and DR Site are located at respective locations.
- 4.2.3.** Applications have been deployed at DC and DR using VMware, Citrix XenApp, Web / Application Servers and Physical Hosts. Applications are accessed over WAN using Citrix web client or Internet browser. High level DC / DR Infrastructure are given below table, details will be shared during execution of the project :

Infrastructure	Details of Components
Hardware	Servers (Intel, HP etc.), Routers, Switches, Backup Tape library, Security devices, Video Conferencing End Points etc.
Operating Systems / Virtualization	HP-UX, Windows 2003/2008/2012/2016/2019, Linux, Oracle Linux, Citrix, VMware etc.
Database	Oracle, Microsoft SQL Server, MySQL etc.
Application Servers	Citrix, IBM Websphere, Oracle WebLogic etc.
Web Server	JBoss, Apache Tomcat, IIS, IBM HTTP etc.
Email Solution	MS Office 365 etc.
Enterprise Backup Solution	Veritas etc.
Office Automation	MS Office 365 etc.
Antivirus	Symantec etc.
Security	HIPS (Cisco), Firewall (Cisco) etc.
Video Conferencing	Polycom etc.

4.3. RFP Objective and Goal

4.3.1. Objective and Goal

1. Bank intends to hire a Service Provider (Vendor) for supply, implementation and maintenance of Software Asset Management (SAM) Services for the Bank.
2. The **period of contract would be Three (03) years.**
3. Bidders are requested to submit their bids strictly conforming to the scope of work, schedule and terms and conditions given in Annexures attached.

4.3.2. It may also be noted that all the activities in the IT Operation are subject to audit / inspection by both internal / external auditors / RBI / Third parties / OEM etc. Selected vendor must take same into consideration while delivering the desired services.

4.3.3. The selection process of vendor consists of three phases **viz., 1) Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.**

SIDBI

5. Scope of Work

5.1. Introduction

- 5.1.1. SIDBI intends to select bidder / vendor for Software Asset Management (SAM) Services. Bank envisages selecting a vendor who will provide Software Asset Management Services for all the software assets / licenses deployed in the Bank and also manage Software License Compliances for all On-Premise and Cloud Deployed software licenses during the contract period.
- 5.1.2. All software licenses procured by the Bank and their compliance thereof is required to be managed as per the licensing policies of respective OEMs. In case of anomalies observed, if any, Bidder has to guide the Bank in achieving license compliance and provide the Bank a license compliance certificate.
- 5.1.3. Bidder / Vendor will provide SAM Services, defined as per the RFP. SIDBI has already opted for IBM Authorized Software Asset Management Provider (IASP) option for IBM Software Licenses procured by the Bank. Accordingly Bidder / Vendor will be responsible for maintaining IBM License Metric Tool (ILMT) for all IBM licenses compliance reporting.
- 5.1.4. Bidder / Vendor will also be responsible for developing and implementing best practices for processes, end to end implementation and maintenance of SAM Process.
- 5.1.5. Bidder / Vendor may make use of additional tool(s) (if required) for software asset data collection, collation and reporting purposes. For implementation and usage of such tools, while the Bank shall provide necessary virtual server(s) along with OS licenses (Windows/ RHEL), bidder should have requisite licenses/ permissions to use the tool(s) in Bank's premise.
- 5.1.6. At the end of the contract period in normal course or due to termination for any reason, while SIDBI shall own and retain all the data, bidder shall remove/uninstall the software tools from Bank's servers/ premise and issue a letter/certificate to the Bank in this regard.

5.2. Project Details

5.2.1. Services Required

- Bidder / vendor shall cover all Servers and End Points (Desktops / Laptops / PC etc.) to capture the information of softwares / licenses deployed in the Bank spread across PAN India Offices :
 - Physical and Virtual Servers : 400+ approx.
 - Desktops / laptops / PC (End Points) : 1200+ approx.
- Software Publishers / OEM to be covered in SAM Services :
 - Microsoft, IBM, Oracle, CITRIX, VMware, Symantec, Red Hat Linux, Veritas, HPE etc. [Top Ten (10) Publishers].

5.2.2. Delivery Schedule and Project Plan

1. The bidder is required to deliver the project / services as per scope of work within **Three (03) Months** from the date of acceptance of the Purchase Order (PO).
2. Bidder may propose any solution for implementing SAM.
3. The selected bidder has to submit a detailed project plan before execution of the project:
Delivery / Services details :

- Requirement Specification
 - Configuration, Implementation and Roll-out Plan
 - Trainings
4. Plan submitted by the selected bidder will be mutually finalized after discussion between Bank and the selected Bidder. Plan such finalized will be tracked for delivery and Liquidated damage / penalty shall be calculated based on the respective milestones defined in it.
 5. The bidder shall handle all matters relating to implementation / coordination with other stakeholders in the Bank and operation of the system including but not limited to system interfaces, performance, documentation, user manual documentation and training for the successful implementation of the system.
 6. Key deliverables (Not limited to) :
 - a. Consolidated Report for all Licensing Information in the Bank as Entitlement Summary along with Licenses usage / shortfall / surplus summary.
 - b. Consolidated Report on entitlement vs deployment of software licenses with compliance advisory.

5.2.3. Resource Plan for the Project

1. The bidder will arrange for skilled and experienced resources for successful implementation of the project.
2. The bidder must also include a detailed resource plan in its bid response describing the Project Management and identify Implementation Team composition. It shall define the roles and responsibilities of each.

5.2.4. Contract Period

Bank will enter into a contract with the selected bidder for **Three (03) years** starting from the date of acceptance of the PO.

5.3. Project Timelines

- 5.3.1. The bidder should adhere to the project schedule as stipulated in the below table. Failure to do so would be liable for LD as stated in the RfP, unless Bank grant an extension to the bidder in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of Bank to grant such an extension. The project timelines are as follows :

S.N.	Activity	Project Timelines
1	Requirement analysis and submission of requirement documents	Three Weeks
2	Submission of draft Licensing Information Consolidate Report	Three Weeks
3	Submission of Final Report for entitlement and deployment of software licenses with compliance advisory	Three Weeks
4	Successful roll-out of SAM, Submission of Software License Compliance Report and Final Acceptance	Two Weeks
5	Training / Knowledge Session	One Week

- 5.3.2. Bidder will be required to submit license review and compliance reports thereof on half yearly basis / as and when required by the Bank.

- 5.3.3. The reference date for purpose of counting all timelines as mentioned above would be the date of Lol / Purchase Order.
- 5.3.4. The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 5.3.5. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions
- 5.3.6. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, acceptance etc. of the deliverables) by the Bidder.

5.4. Project Requirement

5.4.1. General Requirement

- Bidder would create environment for SAM. All modules of SAM should necessarily be crosschecked and deployed.
- The Bidder should supply all necessary softwares for hosting / support SAM. The Bidder will also be required to submit required hardware / network / backup specifications (wherever applicable) in its bid response for implementation of SAM to be provided by the Bank as per [Annexure – XVI](#).

5.4.2. License Information / Project Requirement gathering

- Bank will share all the license information to successful bidder in the format agreed mutually.
- The Bidder shall capture procurement data of the Software Licenses (for example, number of licenses, purchased, purchase price, date of purchase, PO or invoice number, maintenance expiration date, etc.) and reconcile it with the installed software in the Bank.

5.4.3. Licensing Information Consolidation Report / Entitlement Summary

- Consideration of Various software products with their licensing policies / terminologies.
- Consideration of Physical / Virtual / Cloud etc. environments
- Comprehensive application recognition functionality. This shall cover applications, which are not installed but are directly running on end user machine as standalone software (executable software / binaries) or in hidden mode.
- Licenses should be classified as perpetual, named, yearly renewable etc.. The Bidder shall include any other type of licenses other than mentioned here.

5.4.4. Methodology for Data Collection

- The Bidder shall have its own developed / outsourced / procured scripts / softwares to remotely collect the information of softwares / licenses installed on the remote systems / machines in the Bank. The Bidder shall be solely responsible for usage pertaining to the IPR related issues of such script, in the Bank's environment.
- The Bidder shall have to give the Proof of Concept (POC) of the scripts / softwares mentioned above before starting the actual data collection process.
- The said softwares / should not hamper performances of the end-points / servers while collecting licensing data.

- In the information gathering process, the team will have to collect the data from all platforms of OS / Applications such as Windows, Linux, UNIX, etc.

5.4.5. Deployment Data Collection to be submitted as Deployment Summary

- Bidder shall have to do the comparative study of software licenses of various OEMs procured and deployed in the Bank. The detailed comparative report should be submitted to the Bank.
- The Bidder shall have to report that distinguishes between software version, numbers, installations, suites.
- Bidder should help the Bank to determine license compliance in all respect in deployment of the software, the inventory functionality within SAM shall also give the information as to what applications are installed that may pose a risk of security or productivity.
- Bidder should provide list of non-supported products and recommendation on their usage in case of Business requirement.
- Bidder should provide list of under-utilized and over-utilized licenses recommendation to the Bank for optimum utilization of the underutilized software.
- Bidder shall highlight use of Shareware / Trial / Freeware software, if any and provide their view towards its usage.
- Bidder shall highlight the installations of downgraded applications and upgraded applications. Also, provide their recommendation as per current licensing policy of respective OEM products.

5.4.6. Software License Procurement

- Bidder will assist in gathering Software Procurement records from various sources and will analyze OEM portal extract, contracts, PO copies, Invoices and any other documents.
- Bidder will identify license metric, version, edition, model for all products belonging to all publishers based on the agreements, contracts, invoices any other proof of purchase provided or from their own research.
- Bidder shall inform Bank on discrepancies identified in entitlements and post discussion, reconcile the entitlement, finalize the license count along with license metric, version, edition, model number, serial number / product key, upgrade / downgrade path, AMC renewal date, Parent / Child contract, terms of usage and EULA, Cost, software metering details and create a digitized inventory.
- Bidder will be responsible to keep the asset repository updated and should create a dashboard. The dashboard for the repository should contain descriptive and visual representation (graphs) of license entitlements based on different criteria, including but not limited to publisher, cost, license metric and AMC renewal date. There should be the ability to download custom reports based on requirements.
- Bidder should suggest appropriate license metric for any future license / AMC procurement based on actual usage and best practices. Bidder should also consider future road map of the OEM while providing their recommendations based on cost effective approach.

5.4.7. Software License Procurement Reporting

- Bidder should ensure full coverage of assets in SAM services. Bidder to report complete software license deployment for all OEM software and Open Source.

- Bidder to present the list of High, medium and low Risk Publishers based on cost exposure, compliance risk and any other factor based on best practices. Bidder to prepare white listed software as part of the SAM process. Also Bidder to prepare / update software catalogue with any new findings from the above deployment summary.
- Bidder to onboard all license compliance reporting in SAM to provide upto-date dashboard. Bidder to perform periodic (half yearly basis or as and when required by the Bank) compliance check and verify SAM reporting is appropriate.
- Bidder to include traces, cracks, uninstallation etc. in compliance reporting. Bidder should also suggest steps to remove them from Bank's systems on proactive basis.
- Review our existing licensing entitlements / agreements with publishers / OEM and provide us specific pointers, guidelines, suggest updates in terms of contractual clauses and / or interpretations which will benefit us today or in future OR avoid any known discrepancies.

5.4.8. Software License Procurement Reporting Remediation and Optimization

- Post compliance check of all publishers or any un-authorized / crack / pirated products identified / crack, keygen setup files, the detailed methodology for proper removal of such software, and tools / scripts required to remove such software centrally and manually (in case of inaccessibility or network issues), should be provided by Bidder / Vendor to Client to facilitate positive confirmation on removal.
- Bidder to provide recommendation for commercial usage of Free ware software
- After an agreed duration of time, the compliance status to be rechecked for the software, if the files / over licensed applications have been removed properly, needs to be verified by Bidder / Vendor.
- SAM Services should be updated basis any corrective action performed to report updated and accurate compliance positions.
- Bidder to create cost optimization plan for all key publishers including contracts, licenses, AMC and cloud migration.

5.4.9. Submission of Draft License Position Report

- Bidder shall submit the draft report stating deployment, entitlement and gaps, if any.
- Bank will scrutinize the draft report and may seek any clarification if required.

5.4.10. Submission of Final License Position Report

- Once draft report is scrutinized and accepted formally by both parties i.e. Bidder and Bank, same can be modified as per clarifications or justification provided by Bidder.
- In case any gaps are observed in the final reports, Bidder shall guide the Bank as to how to close these gaps.
- Bank will share the evidences regarding fulfilment of gaps observed by Bidder so that Bidder shall submit final Software License Compliance report.
- In case of anomalies, Bank will close the gaps with the help of Bidder. Post-compliance, Bidder will verify the same.
- In case no anomalies are observed, compliance certificate shall be issued by the Bidder, it should be in the tune with licensing terms of the OEMs.

5.4.11. Audit Defence & Training

- In case of Audit Requests, irrespective of the Publisher, Bidder / Vendor to conduct an internal assessment and provide detailed report and remediation methods to reduce

non-compliance (if any). Remediation methods will include scripts / tools to remove any unwanted software installation and files from the system. The Pre-check should be at the same level of scrutiny as any third-party software audit.

- Bidder / Vendor will assist the Bank in understanding the Audit report presented, comparing it with data collected during the audit and provide a roadmap for draft report discussion with the Auditor.
- Training to be provided to the Bank's IT Team annually on licensing and SAM process.

5.5. Compliance

The SAM Services should comply with the licensing policy for all the publishers / OEM / Bank's IS Security Policy / RBI / Regulatory guidelines etc.

5.6. Services

All professional services necessary to successfully implement the proposed SAM Services will be part of the RFP. These services include, but are not limited to, Project Management, Custodian of licenses, deployment methodologies etc. The Bidder should submit as part of Technical Bid an overview of Project Management approach of the proposed services. Bidder should ensure that it's key personnel with relevant skill are always available to the Bank. Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

5.7. Review meetings

- 5.7.1.** SIDBI will meet, review and discuss the performances at regular interval with Bidder / Vendor.
- 5.7.2.** Vendor to forward the minutes of the meeting. Further, the observations in the review meetings to be closed before next review meeting.
- 5.7.3.** It is responsibility of the vendor representative to be present during the review meetings. No additional cost whatsoever would be paid by the Bank.

6. Information to Bidders

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the Bidder's own risk.

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the Bidder's own risk.

6.1. Online Pre-Bid Meeting

- 6.1.1. The Bank shall hold an **Online Pre-Bid meeting over Skype For Business / Microsoft Team** on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 6.1.2. It would be the responsibility of the Bidders representatives (only one person per bidder) to join the online meeting.
- 6.1.3. While sending the clarifications / queries to the Bank, bidders should mention, without fail, the contact details viz. Name, Official E-mail Id, and Mobile Number of the representative who would be attending the meeting. Bank shall send meeting invite only to the person whose details have been shared with the Bank.
- 6.1.4. In case, the meeting invite is not received by any of the designated representatives before Pre-Bid meeting Bidder should call or mail to Bank's designated officials whose details are given in 'Critical Information' sheet.
- 6.1.5. Clarification sought by bidder should be made in writing [Letter – duly signed scanned copy only / E-mail etc.] and submitted on or before the date as indicated in the Critical Information sheet.
- 6.1.6. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 6.1.7. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment/ corrigendum to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and CPP Portal within 05 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 6.1.8. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

6.2. Amendment to the bidding document

- 6.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 6.2.2. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 6.2.3. The amendment will be posted on Bank's website (www.sidbi.in) and CPP Portal (<https://eprocure.gov.in>).

- 6.2.4.** All Bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

6.3. Language of Bid

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

6.4. Documents Comprising the Bid

The bid shall consist of Minimum Eligibility Criteria, Technical Bid and Commercial Bid.

6.5. Bid Currency

Bids should be quoted in Indian Rupee only.

6.6. RFP Cost

Non-refundable RFP Cost as specified in “**Critical Information**” section by way of Banker’s Cheque / Demand Draft / Pay Order drawn on a scheduled bank, favouring “**Small Industries Development Bank of India**”, payable at Mumbai must be submitted separately along with RFP response.

RFP Cost may be deposited directly in following SIDBI’s Bank A/C and copy of e-receipt should be submitted along with documents. SIDBI’s Bank A/C Details are as under :

Account Name	Small Industries Development Bank of India
Bank	State Bank of India
Branch	Bandra Kurla Complex, Mumbai - 400051
Type of Account	Current Account
A/C No.	37823159064
IFSC Code	SBIN0004380

6.7. Earnest Money Deposit (EMD)

- 6.7.1.** All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in “**Critical Information**” section of the RfP.

- 6.7.2.** EMD should be in the form of :

- a) Demand Draft / Banker’s Cheque from a Scheduled Commercial Bank in favour of “Small Industries Development Bank of India” payable at Mumbai.

OR

- b) Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in [Annexure – VII](#).

OR

- c) EMD may be deposited directly in following SIDBI’s Bank A/C and copy of e-receipt should be submitted along with documents. SIDBI’s Bank A/C Details are as under :

Account Name	Small Industries Development Bank of India
Bank	State Bank of India
Branch	Bandra Kurla Complex, Mumbai - 400051

Type of Account	Current Account
A/C No.	37823159064
IFSC Code	SBIN0004380

- 6.7.3.** Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 6.7.4.** Request for exemption from EMD (Security Deposit) will not be entertained.
- 6.7.5.** The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
- Issue of Lol / Purchase Order (PO) to the successful bidder **OR**
 - The end of the bid validity period, including extended period (if any) **OR**
 - Receipt of the signed contract from the selected Bidder; **whichever is earlier.**
- 6.7.6.** Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by SIDBI and submission of Performance Bank Guarantee by the bidder.
- 6.7.7.** In case the acceptance of the solution is delayed due to any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD, validity extended for a period of three months till the equipment is accepted by the bank.
- 6.7.8.** The bid security (EMD) may be forfeited:
- If a Bidder withdraws its bids during the period of bid validity.
 - If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee.
 - In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) RFP / Tenders.

6.8. Period of Validity of Bids

- 6.8.1.** Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from date of closure of this RfP.
- 6.8.2.** In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
- 6.8.3.** Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

6.9. Deadline for submission of Bids

- 6.9.1.** The bids must be received by the Bank at the specified address not later than the date specified in "Critical Information" section.
- 6.9.2.** In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 6.9.3.** The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

6.10. Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

6.11. Modification And / Or Withdrawal of Bids

- 6.11.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- 6.11.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 6.11.3. No bid may be modified or withdrawn after the deadline for submission of bids.
- 6.11.4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

6.12. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

6.13. Contacting the Bank

- 6.13.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 6.13.2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

6.14. Opening of Bids by the Bank

- 6.14.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the RFP document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- 6.14.2. If any of the bidders or all bidders who have submitted the RFP and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.
- 6.14.3. The Bidder name and presence or absence of requisite EMD, RfP cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 6.14.4. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

6.15. Selection Process

6.15.1. Successful Bidder will be selected through three bids evaluation process :

- ❖ Minimum Eligibility Evaluation
- ❖ Technical Evaluation
- ❖ Commercial evaluation

Please refer to respective chapter for Minimum Eligibility Evaluation, Technical Evaluation and Commercial Evaluation methodology of RfP.

6.16. Pre-Contract Integrity Pact and Independent External Monitor (IEM)

- 6.16.1.** Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 6.16.2.** The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure – VIII** on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution along with the minimum eligibility bid.
- 6.16.3.** The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri Nageshwar Rao Koripalli, IRS(Retd.) as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows :

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

6.17. Delivery and Support Location (SIDBI)

Small Industries Development Bank of India
Swavalamban Bhavan
Plot No.C-11, G Block
Bandra Kurla Complex, Bandra (E)
Mumbai - 400 051

6.18. Documents to be submitted

Bidders are required to submit their responses in **THREE** envelopes, clearly superscribing the envelop. The contents of each envelop should be as under :

S.N.	Bid Contents	Annexure
A.	MINIMUM ELIGIBILITY BID	
1	No. of Copies : One Hard Copy and one Soft Copy	
2	Cover Label : “Minimum Eligibility Bid – Request for Proposal (RfP) for Software Asset Management (SAM) Services – RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020”	
	Cover Contents :	
	(i.) DD / Pay Order / BG towards EMD.	Annexure – VII
	(ii.) DD / Pay Order towards RFP Cost	
3	(iii.) Bid Forwarding Letter	Annexure – I
	(iv.) General Information of Bidder and Minimum Eligibility Criteria	Annexure – II
	(v.) Power of Attorney for Authorized Signatory	Annexure – V
	(vi.) Non-Blacklisting	Annexure – VI
	(vii.) Pre-Contract Integrity Pact	Annexure – VIII
	(viii.) Statement of Deviations	Annexure – IX
	(ix.) Non-Disclosure Agreement	Annexure – XII
B.	TECHNICAL BID	
1	No. of Copies: One Hard Copy and one Soft Copy	
2	Cover Label : “Technical Bid - Request for Proposal (RfP) for Software Asset Management (SAM) Services – RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020”	
	Cover Contents :	
	(i.) Technical Bid with all relevant annexures and evidences	Annexure – III
3	(ii.) Bank Mandate Form	Annexure – X
	(iii.) Compliance Statement	Annexure – XI
4	(iv.) Masked Commercial bid ^{\$\$} (<i>please see foot note</i>)	Annexure – IV
5	(v.) Infrastructure Details for implementation of SAM	Annexure – XVI
	(vi.) Reference Customers / Sites	Annexure – XVII
C.	COMMERCIAL BID	
1	No. of Copies : One Hard Copy	
2	Cover Label : “Commercial Bid - Request for Proposal (RfP) for Software Asset Management (SAM) Services – RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020 “	
3	Cover Contents :	
	(i.) Commercial Bid	Annexure – IV
\$\$ Masked Commercial Bid should be in the same format as the actual Commercial Bid. All the quoted items in the commercial bid should necessarily be indicated as ‘Quoted’ even if the cost for any item in quoted as ‘0’ or left blank.		

6.19. Sealing and Marking

6.19.1. The Bid shall be typed or written in indelible ink, all pages numbered and shall be signed by the Bidder representative on whose favour Power of Attorney is issued to bind the Bidder to the Contract.

6.19.2. Relevant documents must be submitted as proof wherever necessary.

- 6.19.3.** Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 6.19.4.** Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 6.19.5.** If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 6.19.6.** All the three sealed and marked (refer Section 6.18) envelopes (Minimum Eligibility, Technical and Commercial Bid) are to be enclosed in a single sealed envelop and marked “**Request for Proposal (RfP) for Software Asset Management (SAM) Services, RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**”.
- 6.19.7.** If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- 6.19.8.** Each of the envelope(s) shall be addressed to the Bank at the address given below :

The Deputy General Manager (ITV)
Small Industries Development Bank of India,
Swavalamban Bhavan
3rd Floor, Information Technology Vertical [ITV],
Plot No.C-11, 'G' Block, Bandra Kurla Complex,
Bandra (East)
Mumbai 400 051

6.20. Hosting of RfP

- 6.20.1.** The RfP is hosted on SIDBI website www.sidbi.in and also on Central Public Procurement Portal (CPPP) <https://eprocure.gov.in>.
- 6.20.2.** SIDBI reserves the right to change the dates mentioned above.
- 6.20.3.** Changes and clarification, if any, related to RfP will be posted on www.sidbi.in and <https://eprocure.gov.in> only.
- 6.20.4.** Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

6.21. Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the RFP guidelines and as unacceptable.

6.22. Purchase Preference

- 6.22.1.** As per the Government of India guidelines on procurement of Goods and services preference will be given to Make In India bidder.
- 6.22.2.** Purchase preference for MSEs and Domestically Manufactured Electronic Products (DMEP) would be provided as per the extent guidelines subject to satisfying the minimum eligibility criteria and technical specifications given in the tender.

6.22.3. Since the quantity of items under current procurement are not divisible in nature for splitting between L1 and other bidders, purchase preference for MSEs and DMEP shall not be applicable in this RfP.

6.23. Public Procurement Policy on Micro and Small Enterprises (MSEs)

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

6.23.2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

6.23.3. Such MSEs would be entitled for exemption from furnishing RFP Cost and Earnest Money Deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the RFP inviting authority to resolve their grievances.

6.23.4. Agencies / Bidders desirous of availing exemptions / preference under above provisions should submit a copy of proof of Registration as MSEs / and ownership of the same by SC/ST along with the Tender / RFP.

6.23.5. The bidder to note that, in the current RfP splitting of order is not applicable.

7. Minimum Eligibility Criteria

7.1.1. Bidder to satisfy the following Minimum Eligibility Criteria :

S.N.	Criteria	Proof to be Submitted
1	Should be either a Government Organization / PSU / PSE/ partnership firm or a limited Company under Indian Laws or / and an autonomous Institution approved by GOI/RBI promoted.	<ul style="list-style-type: none"> Partnership firm : Certified copy of Partnership Deed. Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. Reference of Act/Notification For other eligible entities: Applicable documents.
2	The Bidder should submit proposal on its own. No Partnership / Consortium is allowed.	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory
3	The Bidder should have a minimum average annual turnover of at least ₹10 Crore during last three (3) financial years i.e. FY 2018, 2019 and 2020.	Supporting the fact, the bidder should furnish:
4	The Bidder should have positive net worth and cash profit [i.e., no cash loss] in 2 years out of last 3 Financial Years i.e. FY 2018, 2019 and 2020.	a) Audited annual reports for FY2017-18, FY 2018-19 and FY2019-20 (if available) and b) Statutory Auditor certificate for FY2017-18, FY 2018-19 and FY2019-20. The Statutory Auditor certificate should provide the details of net worth, cash profit and turnover for the FY 2018, 2019 and 2020.
5	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 3 years. Bidder must certify to that effect.	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory as per Annexure – VI .
6	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid.	Board Resolution / authorization letter from the board of directors / or Power of Attorney as per format given in Annexure – V to be submitted.
7	The Bidder should submit Pre-Contract Integrity Pact as per format provided in the RfP.	Pre-Contract Integrity Pact duly signed by authorized signatory on <u>non-judicial stamp paper</u> of requisite value (to be borne by the bidder) as per format given in Annexure – VIII need to be enclosed.

S.N.	Criteria	Proof to be Submitted
8	The Bidder should have minimum experience of five (05) years providing SAM Services / Software License Advisory Services in India as on the date of the RfP.	Necessary evidences / certificates indicating that bidder is in SAM Services / Software License Advisory Services in India for last five (05) years.
9	The Bidder must be providing SAM Services / Software License Advisory Services to at least Three (03) Customers as on RfP date.	PO or Work Order and completion certificate from customers to be submitted.
10	The Bidder shall have experience, either completed or on-going SAM Services project / Services / Software License Advisory Services with minimum 1000 end points for any of its Customers in India.	Successful completion certificates or engagement letter.
11	SIDBI has already in IASP Agreement with IBM for IBM Authorized Software Asset Management Provider Option for IBM Software Licenses procured in the Bank. Hence, the Bidder must be an active IBM Authorized Software Asset Management Providers as on date of this RfP	Copy of necessary evidences for IBM Authorized Software Asset Management Providers.

- 7.1.2.** The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. The criteria mentioned above is mandatory.
- 7.1.3.** Only those who fulfill all the eligibility criteria will qualify for further evaluation.
- 7.1.4.** Photocopies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
- 7.1.5.** Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

8. Evaluation Methodology

8.1. Clarification of bids

- 8.1.1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Courier / Fax / Email), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- 8.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.

8.2. Preliminary Examinations

- 8.2.1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers / documents attached and the bids are generally in order.
- 8.2.2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 8.2.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, Force Majeure etc. will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 8.2.4. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 8.2.5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 8.2.6. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation etc.

8.3. Evaluation Process

- 8.3.1. The Bank will follow a Three (3) Bid Evaluation Process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - a. **Minimum Eligibility Bid**
 - b. **Technical Bid**
 - c. **Commercial Bid**
- 8.3.2. Both **Minimum Eligibility Bid** and **Technical Bid** will be opened in front of Bidders' representatives on the day of bid opening date. However, the Bank shall evaluate first the **Minimum Eligibility Bid** and based on its evaluation, **Technical Bid** shall be undertaken for evaluation only for the Bidders shortlisted out of the first stage of

Eligibility Criteria Bid evaluation. **Commercial Bids** shall be opened at 3rd and final stage only for the shortlisted bidders out of technical evaluation. Final selection of bidder will be based on **Lowest Commercial Price (L1)** of Total Cost of Ownership (TCO) quoted by the bidder.

- 8.3.3. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and Bank's decision will be final.
- 8.3.4. The bidder should satisfy all the Minimum Eligibility Criteria as specified in the RFP to be considered for technical evaluation at 2nd stage.
- 8.3.5. All the bidders whose bids are found to be responsive and qualify the Minimum Eligibility criteria would be short listed for technical evaluation.
- 8.3.6. All the bidders whose bids are found to be qualified the technical evaluation would be short listed for commercial evaluation.
- 8.3.7. Bidder with lowest TCO shall be determined as L1 and be short listed for award of contract. Rest of the bids shall be ranked in ascending order of lowest cost as L2, L3, L4 and so on.
- 8.3.8. Once the status of the vendors is determined, purchase preference, splitting of order etc., if permissible, will be carried out and accordingly contract would be awarded to bidder(s).
- 8.3.9. Refer to respective section of the RfP for Purchase Preference.
- 8.3.10. The bidders who are not meeting the **"cut-off" marks** in any of the items, wherever applicable, mentioned in scoring matrix (Section No. 8.5) would result in disqualification of the RFP as a whole.
- 8.3.11. The Bank would evaluate the Bids on technical and functional parameters including site visit and customer feedback, Bidder's Technical presentation, verifying functionalities etc. It may be noted that bidder's presentation, demonstration of the SAM Services, site visit and customer feedback will be used by the Bank to validate the response given by the bidder in its bid response and also for understanding of bidder's clarity and capability on the services expected by the Bank as per scope of the project.

8.4. Evaluation of Eligibility Criteria

- 8.4.1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the **'Minimum Eligibility Criteria'** section. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- 8.4.2. Successful bids out of this stage would be considered for technical evaluation.
- 8.4.3. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

8.5. Technical Evaluation

- 8.5.1. Bidders satisfying minimum eligibility criteria will be thoroughly evaluated by the Bank on compliance of Technical Specifications / Requirements / Scope of Work of the desired solution / facility. Bidders / Vendors are expected to submit detailed documentary evidence for in the Technical Specifications / Scope of Work, Annexures etc.
- 8.5.2. After above, technical bids of eligible bidders will be thoroughly evaluated by the Bank and those bidders satisfying the eligibility Criteria will receive a technical

score based on their responses to the evaluation format and supporting documents. The score received by bidders in technical round will hereafter be called the Technical Score.

8.5.3. This evaluation will be carried out on **a total score of 100** on the basis of the following evaluation parameters defined in this section.

8.5.4. The evaluation methodology is further broken down into sub areas as under following scoring matrix :

S N.	Parameters	Max. Marks	Remarks
1	Project Management and Technical Presentation	20	Evaluation based on the Bank's perception of the quality and applicability of the proposal and interactions held during presentation.
2	Bidder's Experience : The Bidder shall have experience in providing SAM Services and / or advisory in software license compliance services for BFSI.	30	<ul style="list-style-type: none"> • One BFSI with 1000 or above end points - 10 marks • Two BFSI with 1000 or above end points - 20 marks • Three BFSI with 1000 or above end points - 30 marks (Copy of PO or Client certificate / details should be highlighted : <ol style="list-style-type: none"> a) Date of PO / Contract b) Name of Clients c) Scope of Work d) Contact Point Reference
3	OEM Authorization : The Bidder should be authorized software license compliance auditor for following Six (06) OEMs: Microsoft, Veritas, Oracle, VMware, Symantec, Red Hat. Also compliance certificate issued by Bidder is authorized or accepted by OEMs	30	<ul style="list-style-type: none"> • If Bidder is authorized by all Six (06) mentioned OEM in Clause 3 - 30 marks • If Bidder is authorized by any Four (04) of mentioned OEM in Clause 3 – 20 marks • If Bidder is authorized by any Two (02) of mentioned OEM in Clause 3 – 10 marks (Compliance certificate by OEM to be submitted)
4	Customer Feedback	20	The Bidder to provide contact details of three (03) its customers for whom similar services have been extended.
Total Technical Evaluation Score		100	

- 8.5.5. Any critical non-compliance / deviations may lead to disqualification of the Bidder.
- 8.5.6. Bank at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in case the submission/responses received from the Bidder or site visits were found to be unsatisfactory.
- 8.5.7. **Compliance to Minimum Technical Specifications mentioned in Section 8.5.4 (Scoring Matrix) will be scored out of a total of 100 marks. Bidders carrying minimum 70 marks (out of 100) will be qualifying for Commercial Evaluation.**
- 8.5.8. Major non-compliances could lead to disqualification of the Bidder.
- 8.5.9. Bank shall also carry out Site Visits of the proposed floor in the proposed facility to verify the details and based on which marks will be awarded.
- 8.5.10. The Cost for travel and lodging for the team identified by Bank will be borne by Bank for site visits. However, the Bidder may be expected to facilitate these arrangements.
- 8.5.11. For Bidder's Customer Feedback, The Bank's team would be contacting the bidder's customer over phone / visit / email. Hence, bidder to obtain necessary approvals from their customers.
- 8.5.12. For Technical presentation by the Bidder, The Bidders will be required to make presentations highlighting the various aspects of the proposed solutions. This process will also enable Bank to clarify issues that may be identified from the Bidders responses to the RFP. The Evaluation Committee decided by Bank will be scoring the presentation made by the Bidders based on following area.
- 8.5.13. If less than 3 bidders qualify as per above criteria (Minimum score of 70), SIDBI reserves the right to short list maximum top 3 bidders subject to Technical evaluation minimum marks ≥ 60 .

8.6. Commercial Evaluation

- 8.6.1. The Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.
- 8.6.2. The date for opening of commercial bids will be separately advised.
- 8.6.3. Net Present Value (NPV) would be calculated for all the prices, quoted by the bidder in cost summary of Commercial Bid Format (Annexure - IV) for all the years, to arrive at derived commercial bid cost for the purpose of commercial evaluation. [NPV formula of Microsoft Excel Worksheet shall be used for the purpose].
- 8.6.4. Discount rate will be considered by bank as **5.19%** for calculation of NPV.
- 8.6.5. It may be noted that wherever price is being obtained, NPV will be calculated for that figure considering it to be the price for 1st year. (For example, cost including 3 years is a single price and hence it will be treated as price in 1st year for the purpose of NPV calculation).
- 8.6.6. Final costs of all the bidders will be compared to determine the L1 bidder having lowest derived commercial bid cost, and the rest of the bids shall be ranked in ascending order of lowest cost as L2, L3, L4 and so on.
- 8.6.7. The Bank will shortlist L1 bidder for entering into contract.

8.7. Arithmetic Errors Correction

Arithmetic errors, if any, in the price breakup format will be rectified on the following basis :

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

8.8. Award and Signing of Contract

- 8.8.1. Selected bidder would be issued Letter of intent (Lol) / Purchase Order on final selection and completion of internal approval formalities of the bank.
- 8.8.2. The bidder has to return the duplicate copy of the Lol / PO along with NDA (as per format given in [Annexure – XII](#) of the RfP) within 7 working days, Stamped and Signed by Authorized Signatory as token of acceptance.
- 8.8.3. The bidder will be required to initialise the process for finalisation and execution of contract within one month (30 days) from date of Lol / PO.
- 8.8.4. Bidder may please note that unit rates of the cost items, mentioned in the commercial bid, must be honoured by the bidder under same terms and conditions mentioned in this RFP document whenever Bank requires those products/services in any number and in addition to what is mentioned in the scope of this RFP document, during the contract period.

9. Service Level Agreement

9.1. Service Levels

- 9.1.1. This section describes the service levels that have been established for the Services offered by the vendor to the Bank. The vendor shall monitor and maintain the stated service levels to provide quality customer service to the Bank.
- 9.1.2. The All software licenses procured by the Bank and their compliance thereof is required to be managed as per the licensing policies of respective OEMs. In case of anomalies observed, if any, Bidder / Vendor has to guide the Bank in achieving license compliance and provide Bank a license compliance certificate which will be valid at least for one (01) year period and acceptable by various Original Equipment Manufacturers (OEMs).
- 9.1.3. Vendor has to ensure compliance for all the software licenses procured by the Bank.

SIDBI

10. Special Terms and Conditions

10.1. Duration of Contract

- 10.1.1. Bank will enter into contract with the selected vendor for a period of three (03) years.
- 10.1.2. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at the time of extension of contract.
- 10.1.3. Bank reserves the right to exit the contract after due notice of 3 month.

10.2. Signing of Contract

The successful bidder(s) shall be required to enter into a contract with the Bank within 30 days of the award of the Contract / PO / LOI or within such extended period as may be specified by Bank, based on terms and conditions as contained in this RfP document and other standards relevant clauses as well as bidders offer document with all its enclosures, modification arising out of negotiation / clarification etc.

10.3. Price

- 10.3.1. Prices quoted by the bidders should include all local taxes, GST, duties, levies, transportation costs etc., till the bid validity period.
- 10.3.2. The prices quoted, shall remain valid for 3 Years (36 Months) from the date of contract.
- 10.3.3. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, changes in costs related to the materials and labour or other components or for any other reason.
- 10.3.4. Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods / services at site including incidental services and commissioning.
- 10.3.5. While any increase in the rates of applicable taxes or impact of new taxes imposed by Gol, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.
- 10.3.6. No other cost whatsoever will be paid by SIDBI.

10.4. Terms of Payment

The successful Bidder / Vendor has to submit the Performance Bank Guarantee (PBG) mentioned in section **Annexure XIII before release of payment by the Bank towards the first milestone**. It may please be noted that submission of PBG is the prerequisite before SIDBI starts releasing payment to the bidder under this contract.

- **Payment for SAM Services :**

Payments will be made in a phased manner as indicated below for 1st Year, 2nd Year and 3rd Year of the contract period (Same milestone process / release of payment will be repeated each year during the contract period of SAM Services) :

Payment Milestones	Payment in %ge of Annual Cost
Submission of Performance Bank Guarantee (PBG) is the prerequisite before making any payment	
Requirement analysis and submission of requirement documents	70%
Submission of draft Licensing Information Consolidate Report	
Submission of Final Report for entitlement and deployment of software licenses with compliance advisory	
Successful roll-out of SAM, Submission of Software License Compliance Report and Final Acceptance [Phase- I - First Half Yearly Report acceptance]	
Training / Knowledge Session	
Successful roll-out of SAM, Submission of Software License Compliance Report and Final Acceptance for [Phase- II – Second Half Yearly Report acceptance]	30%

- 10.4.1. Selected vendor must provide the services and compliance advisory for software licenses / entitlement throughout the year**
- 10.4.2.** All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Hence, Bidder to submit Bank Mandate Form (as per **Annexure – X**) along with cancelled cheque in original with technical bid.
- 10.4.3.** The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.
- 10.4.4.** TDS, if any, will be deducted while releasing the payment.
- 10.4.5.** All Payments will be made to the Bidder in Indian Rupee only.
- 10.4.6.** The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 10.4.7.** All payments will be released within 30 days subject to submission of invoices along with supporting documents / reports /certificates towards completion of respective activities / milestones.
- 10.4.8.** Bank will issue letter for Final acceptance subject to meeting the acceptance criteria as mentioned above. The date of letter will be accordingly treated as 'Date of Final Acceptance' respectively.

10.5. Liquidity damages for Default in Delivery

- 10.5.1.** If the vendor fails to implement within stipulated period in line with the finalized project plan, Bank will impose a penalty of 1% of the order value of the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items.

10.5.2. In case the delay exceeds **TEN** weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.

10.5.3. If orders are cancelled due to non-delivery, the vendor may be debarred by Bank for participating in any future Tenders / RFP floated by Bank for a period of 3 years.

10.6. Liquidity damages for Delay in Implementation Services

10.6.1. If the vendor fails to complete implementation and rollout of SAM within the stipulated period in line with the finalized project plan, Bank will impose a penalty of 0.5% of the order value of cost of Software and implementation services (except the cost of digitisation) for each week's delay or part thereof, subject to maximum of 5% of value of the cost of Software and implementation services.

10.6.2. However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Bank.

10.7. Termination of Contract

10.7.1. The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least three (3) months, for any valid reason, including but not limited to the following reasons:

1. If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract or
2. If the bidder fails to perform any other obligation(s) under the contract.
3. Discrepancies / deviations in the agreed processes and/or products.
4. Violation of terms & conditions stipulated in this RFP
5. Laxity in following security standards laid down by the Bank
6. Discrepancies / deviations in the agreed processes and/or products

10.7.2. In case of order cancellation, any payments made by the Bank to the vendor (for period for which services are not availed) would necessarily have to be returned to the Bank with interest @ 15% per annum, further the vendor would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other SP/vendor. This is after repaying the original amount paid.

10.8. Termination for Default

10.8.1. Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate the contract in whole or part: if the vendor fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract.

10.8.2. In the event Bank terminates the Contract in whole or in part, BANK may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the vendor shall be liable to Bank for any excess costs for such similar systems or services. However, the vendor shall continue the performance of the contract to the extent not terminated.

10.9. Termination for insolvency

Bank may at any time terminate the Contract by giving written notice of one month to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

10.10. Periodic Review & Inspection

Bank will conduct periodic review and inspection, as and when required, to review vendor performance/ financial stability / service reliability / SLA as per the metrics / criteria defined in the RfP / SLA.

10.11. Acceptance

- 10.11.1.** Acceptance for the SAM Services will be done as per the scope of work SoW and verification by the Bank's team and the Bank issues the acceptance in writing.
- 10.11.2.** The vendor shall obtain Acceptance Certificate/s from the Bank, which would contain the date of acceptance.

SIDBI

11. General Terms and Conditions

11.1. Definitions

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

- 11.1.1. "The Bank", "Bank", "bank", "SIDBI", "Purchaser", "Buyer" means Small Industries Development Bank of India (SIDBI);
- 11.1.2. "B/bidder", "Vendor", "VENDOR", "Supplier", "Service Provider", "Seller" means the respondent to the RFP document.
- 11.1.3. "Successful Bidder" refers to the bidder who gets selected by the Bank after completion of evaluation process.
- 11.1.4. "RFP". "Tender", "RfP", "Bid document" means the 'Request for Proposal Document.
- 11.1.5. "Bid" may be referred to as 'Offer'.
- 11.1.6. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Swavalamban Bhavan / Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 11.1.7. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 11.1.8. "The Goods" means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 11.1.9. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance contract and other such obligations of the Supplier covered under the Purchase Contract;
- 11.1.10. Solution / Services / Work / System, "Solution" or "Work" or "System", "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance of the Supplier covered under the RFP.
- 11.1.11. "Authorised Signatory" of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.
- 11.1.12. "The Solution" or "The System" or "Solution" or "System" means all the software components together with hardware being proposed by the bidder in response to this RFP document for the Bank to achieve the objective by implementing Software Asset Management System (SAM).
- 11.1.13. "The Goods" means all of the equipment, machinery, software and/or other materials, as applicable, which the Supplier is required to supply to the Bank under the Contract;
- 11.1.14. "SAM" means Software Asset Management.
- 11.1.15. "ATS" means Annual Technical Support of Software support which is extended by OEM for their software.
- 11.1.16. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other services, such as installation of software, commissioning, requirement study, development, provision of technical

assistance, training and other such obligations of the Supplier covered under the Contract.

11.1.17. "The Project Site" means Small industries Development Bank of India, Swavalamban Bhavan, C-11, G-Block Bandra Kurla Complex, Bandra (East), Mumbai 400051.

11.2. Use of Contract Documents and Information

11.2.1. The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

11.3. Subcontracts

11.3.1. As per scope of the RFP, the subcontracting is explicitly prohibited. However, if the Bidder later considers subcontracting for certain reasons, the Bidder has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. The bidder should then provide subcontracting details to the Bank and if required, Bank may evaluate the same.

11.3.2. In case if subcontracting is later permitted at any time, the contracting vendor is responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and Bank can obtain independent audit report for the same.

11.4. Governing language

11.4.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

11.5. Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

11.6. Compliance with all applicable laws

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

11.7. Compliance in obtaining approvals / permissions / licenses

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees / officers / staff / personnel / representatives / agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

11.8. Delivery and Implementation

A. Delivery

- 11.8.1.** The Bidder should deliver the software and services as per finalized project plan.
- 11.8.2.** Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.
- 11.8.3.** Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.
- 11.8.4.** Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this will be given by the Bank.
- 11.8.5.** The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI.

B. Implementation

- 11.8.6.** The Bidder shall install the hardware and integrate with existing network (LAN/WAN/SAN). SAM Solution along with OS, application server, web server, middleware, database etc. will be installed and configured by the bidder.
- 11.8.7.** The Bidder to explain the Bank officials the details of all the features and functionality of the solution.
- 11.8.8.** After completion of acceptance test the bidder should obtain sign-off in the format of Final Acceptance certificate as per **Annexure – XV** from the Bank official.
- 11.8.9.** Installation/Implementation will be treated as incomplete in one/all of the following situations:
- 11.8.10.** Non-delivery of any hardware, software or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
- 11.8.11.** Non-delivery of supporting documentation.
- 11.8.12.** Delivery, but no installation of the components and/or software.
- 11.8.13.** Improper integration, configuration and migration.
- 11.8.14.** System operational, but unsatisfactory to the Bank.
- 11.8.15.** The Bank will consider the inability of the Bidder to deliver or install or implementation the equipment/solution within the specified time limit, as a breach

of contract and would entail the payment of Liquidation Damages on the part of the Bidder.

- 11.8.16.** The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- 11.8.17.** The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in this RFP document.
- 11.8.18.** The project / system to be delivered, installed and maintained (including support) at the following location including billing at Bank's following office:

Delivery Location	Contact Person (s)	Billing Address
Small Industries Development Bank of India (SIDBI), Swavalamban Bhavan, C-11, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051	i. Sh. Rajesh Joshi, DGM (Systems) Ph: 022-67531251 Mail: rjoshi@sidbi.in ii. Sh. Narender Kumar, AGM (Systems), Ph: 022-67531238 Mail: narender@sidbi.in	SIDBI, 3rd Floor, IT Vertical, Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 GSTIN: 27AABCS3480N2ZX PAN: AABCS3480N

11.9. Delivery and Documents

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

- 11.9.1.** Original copy of the delivery challan, duly signed with name, designation, date and seal of the office concerned affixed.
- 11.9.2.** Proof of issuance of licenses, if any, by OEM in the name of 'Small Industries Development Bank of India'.
- 11.9.3.** Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price, taxes and total amount.
- 11.9.4.** The Supplier is responsible for all unpacking and installation of Products. The Supplier will ensure that all systems along with software have been commissioned as per scope for successful and continuous operation.

11.10. Change / Modification in Location of Delivery and Installation

For implementation of SAM, Bank wants to install and implement the solution at DC, Mumbai and DR site, Chennai. However, in case of any change of location for DC and DR at Mumbai (including Navi Mumbai and Thane) and Chennai respectively, the bidder has to provide delivery, installation, warranty and ATS services as per the contract at new locations.

However if the hardware items are already delivered and if the modifications of locations is made after delivery, the bidder shall carry out installation and commissioning at the modified locations. The Bank in such cases shall bear the shifting charges and the bidder will arrange for shifting of the material to the alternate locations at mutually agreed price. The OEM Warranty / ATS should remain valid and applicable to the altered locations also.

11.11. Performance security

- 11.11.1.** The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an

amount equivalent to 10% of the total contract / order value with validity of three (03) years and an additional 6 months for invocation period. If the Performance Guarantee is not submitted, the Bank reserves the right to cancel the contract and forfeit the EMD.

- 11.11.2. The Performance Guarantee would be returned to the vendor after the expiry of invocation period or within 6 months from the date of termination of the contract.
- 11.11.3. Performance Bank Guarantee may be invoked in case of violation of any of the terms and conditions of this document and also in case of deficiency / delay in implementation/services provided by the successful bidder.
- 11.11.4. In case of extension of the contract beyond initial period of 05 years, the bidder will be required to submit the Performance Bank Guarantee equivalent to 10% of the order value for the total extension period with additional 6 months towards invocation period.

11.12. Forfeiture of performance security

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

11.13. Right to Alter Quantities

The Bank reserves the right to alter the requirement specified in the RfP. The bank also reserves the right to delete one or more items from scope of work specified in the RfP.

11.14. No Commitment to Accept Lowest or Any Offer

- 11.14.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 11.14.2. The Bank will not be obliged to meet and have discussions with any bidder and / or to entertain any representations in this regard.
- 11.14.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Bank reserves the right to re-tender.
- 11.14.4. However, the Bank on specific request of the bidder in writing, may furnish the reasons for rejecting the Bid.

11.15. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained during pre-bid meeting exercise.

11.16. Contacting the Bank

- 11.16.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 11.16.2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

11.17. Information Security

Bidder will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank. The same will be provided to the successful Bidder.

11.18. Taken / Brought over of Company

Subsequent to the order being placed with SIDBI, in the event of Bidder being taken / brought over by another company, all the obligations and execution of responsibilities under the agreement with SIDBI should be passed on for compliance by the new company in the negotiation for their transfer.

11.19. No Employer – Employee Relationship

The selected bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

11.20. Termination

11.20.1. Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

11.20.2. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

11.20.2.1. Failure of the successful bidder to accept the contract.

11.20.2.2. Delay in delivery beyond the specified period.

11.20.2.3. Delay in completing installation, implementation and acceptance beyond the specified periods.

11.20.3. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Bank Guarantee given by the Bidder.

11.21. Business Continuity

The Bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank:

1. In the event of this agreement comes to end on account of termination or by the expiry of the term / renewed term of the agreement or otherwise, the Bidder shall render all reasonable assistance and help to the Bank and to any new service provider engaged by the Bank, for the smooth switch over and continuity of the services.
2. In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the Bank at its sole discretion may make alternate arrangements for getting the services from any other source. And if the Bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source

11.22. Patent Rights

11.22.1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India or abroad, the Supplier shall act expeditiously to

extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

- 11.22.2.** The Bank will give notice to the supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

11.23. Corrupt and fraudulent practice

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:

- 11.23.1. “Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 11.23.2. “Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.
- 11.23.3. “Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- 11.23.4. “Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 11.23.5. “Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
- 11.23.6.** The Bank reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

11.24. Waiver

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

11.25. Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any

violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity.

11.26. Confidentiality

- 11.26.1.** The vendor will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and / or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust.
- 11.26.2.** In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.
- 11.26.3.** The vendor shall not, without the prior written consent of the Bank, disclose that it is providing co-location services to SIDBI.
- 11.26.4.** The vendor shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).
- 11.26.5.** The vendor shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.
- 11.26.6.** The selected vendor shall submit a non-disclosure agreement as per [Annexure - XII](#) on non-judicial stamp paper of appropriate value.

11.27. IPR Infringement

As part of this project bidder / service provider will use software / tool to deliver services. If the use of any such software by / for SIDBI, infringes the intellectual property rights of any third person, bidder shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder under this project.

11.28. Limitation of Liability

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

1. IP Infringement indemnity
2. Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence.
3. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the vendor that gave rise to claim, under this RFP. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement / purchase order.

11.29. Privacy and Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank location. The bidder shall also ensure that all subcontractors (if permitted in contract) who are involved in providing such security

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

11.30. Rights to Visit

- 11.30.1.** All records of the Bidder with respect to any matters covered by this RFP document / subsequent order shall be made available to SIDBI or its designates at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- 11.30.2.** SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development / customization site of the Bidder or where the services are being rendered by the bidder.
- 11.30.3.** The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

11.31. Audit

The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. In case any of the services are further outsourced / assigned / subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification. Further, the following points may also be noted:

- Generally prior intimation will be given to the bidder. However, there may be certain occasions of audit carried out by RBI / other regulatory & statutory authorities where in advance notice may not be possible.
- Timelines of audit will be discussed on case to case basis.
- Since such audits shall be carried out on / for behest of SIDBI, the cost will not be borne by the vendor. However, the cost for facilitating the audit, if any, shall be borne by the vendor.
- If errors or deficiencies in the services are identified by an audit or otherwise, the findings shall be discussed by the Parties in good faith and, if required, the Vendor shall take prompt corrective action and advise SIDBI thereof.

11.32. Grievances Redressal Mechanism

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

11.33. Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

11.34. Right of Publicity

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

11.35. Indemnity

- 11.35.1.** The Bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidders obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order.
- 11.35.2.** Where any patent, trade mark, registered design, copyrights and / or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.
- 11.35.3.** In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidders cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

11.36. Transition Support

In the event of expiry of term / termination of the contract the bidder shall provide all such assistance to Bank and/or the new vendor selected by the Bank to access to the facility, use of lift / service lift, entry permission for vehicles, parking of vehicles closer to the lift, providing trolley to carry heavy equipment's, gate pass for the equipment and manpower deployed etc.

11.37. Force majeure

- 11.37.1.** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.
- 11.37.2.** If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far s is

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11.38. Resolution of Disputes

- 11.38.1.** It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the RFP and the breach that may result.
- 11.38.2.** In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 11.38.3.** The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 11.38.4.** Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 11.38.5.** Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 11.38.6.** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 11.38.7.** A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11.38.8.** For the purpose of all notices, the following shall be the current address:

Deputy General Manager (ITV)

Small Industries Development Bank of India, 3rd Floor, Information
Technology Vertical, Swavalamban Bhawan,
Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E),
Mumbai - 400 051

11.39. Survival

- 11.39.1.** Any provision of the Contract / Agreement which, either expressly or by implication, survive the termination or expiration of the Contract / Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, nondisclosure in the same manner as if the present Contract / Agreement is valid and in force and effect.
- 11.39.2.** The provisions of the clauses of the Contract / Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract / Agreement and in relation to confidentiality, the obligations continue to apply unless SIDBI notifies the Vendor of its release from those obligations.

11.40. No Set-off, counter-claim and cross claims

In case the Vendor / Bidder has any other business relationship with SIDBI, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract / Agreement to the Vendor / Bidder for any payments receivable under and in accordance with that business.

11.41. Data Ownership

By virtue of the Contract / Agreement, the Vendor's / Bidder's team may have access to personal and business information of SIDBI or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. SIDBI have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Vendor / Bidder or Vendor's / Bidder's team in the course of performing the Service(s) under the Contract / Agreement.

The data shall be deemed to be owned by the Bank, shall never form part of assets of the service provide and shall be bankruptcy remote. The successful bidder will have to take requisite affirmative steps to ensure data security, protection and needs to give timely notice of breach of data privacy to help mitigate damage, avoid embarrassing disclosure by a third party, allow time to address data privacy regulatory obligations and it should also timely notify receipt of legal process in connection with the data. Such bidder will have to have suitable tools to ensure removal of data from stores drives in case it is requested by the Bank and should provide confirmation and / or copies of materials removed from its systems when requested. Such bidder will have to provide backup of the data to the satisfaction of the Bank. Root cause analysis report will have to be furnished if insisted upon by the bank. The bidder will inform SIDBI of any circumstance that preclude or seriously jeopardize its capacity to effectively provide services extended to SIDBI.

11.42. Other Clauses

- 11.42.1.** SIDBI has the sole ownership of and the right to use, all data that may be in possession of the vendor or its representative in the course of performing the services under the agreement that may be entered into. All documents, reports, information, data etc. collected and prepared by vendor in connection with the Scope of Work submitted to SIDBI will be property of the Bank. The vendor shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Vendor shall not without the prior written consent of SIDBI be entitled to publish studies or description article with or without illustrations or data in respect of or in connection with the performance of services.
- 11.42.2.** No provision of the RfP is intended to, or shall, confer any right on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.
- 11.42.3.** The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits etc in connection with delivery of products / services at site including incidental services and commissioning.
- 11.42.4.** The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local bodies, including payment of applicable minimum wages and all laws pertaining to contract employees / labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.

- 11.42.5.** Providing clarifications / particulars / documents etc to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
- 11.42.6.** Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India on Income and Profits made by the vendor in respect of this contract.
- 11.42.7.** No failure or delay on the part of either party relating to this exercise of any right power privilege or remedy provided under this RfP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RfP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

11.43. Representation and Warranties

The vendor shall be deemed to have made the following representations and warranties as of the date of the bid:

1. That the bidder has the requisite qualifications, skills experience and expertise in providing services contemplated hereunder. It has the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service / systems sought to SIDBI.
2. That the vendor is not involved in any major litigation, potential, threatened / existing that may have an impact of affecting or compromising the performance and delivery of services / systems under the contract.
3. That the representations made by the vendor / bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless SIDBI in writing specifies to the contrary, the vendor / bidder shall be bound by all the terms of the bid.
4. That the vendor has professional skills, personnel and resources / authorization that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract.
5. That the vendor shall ensure that all assets including but not limited to software's, licenses, databases, documents etc. developed, procured, deployed and created during the terms of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
6. That the vendor shall use assets as SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, RFP or the contract. The bidder shall, however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
7. That the vendor shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process / product free

from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, Officers, employees, representatives, consultant and agents indemnified in relation thereto.

8. That all the representations and warranties as have been made by the Bidder with respect to its bid and contract / agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
9. That the execution of the services would be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
10. That there are no inquiries or investigations have been threatened, commenced or pending against the vendor / bidder or its team members by and statutory or regulatory or investigative agencies.
11. That the bidder has the corporate power to execute, deliver and perform the terms and provisions of the contract and has taken all necessary corporate action to authorize execution, delivery and performance by it of the Contract.
12. That neither the execution and delivery by the vendor of the contract nor the vendor's compliance with or performance of the terms and provisions of the contract will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or Governmental authority binding on the vendor nor will it conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the vendor is a party or by which it or any of the property or assets is bound or to which it may be subject or violate any provision of the constitution documents of the vendor.
13. That the vendor certifies that all registrations, recording, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be affected or made by the vendor / bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
14. That there has not and shall not occur any execution, amendment or modification of any Contract without the prior written consent of SIDBI, which may directly or indirectly have a bearing on the Contract or services rendered.

12. Annexures

SIDBI

12.1. Annexure – I : Bid Forwarding Letter
(To be submitted on Bidder's Letter Head)
RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

Date :

General Manager (ITV)
 Small Industries Development Bank of India,
 3rd Floor, Information Technology Vertical, Swavalamban Bhawan,
 Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E),
Mumbai - 400 051

Dear Sir,

**Request for Proposal (RfP) for
Software Asset Management (SAM) Services**

We, the undersigned, offer to submit our bid in response and accordance with your RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020. 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.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

Further, we agree to abide by all the terms and conditions as mentioned herein the RFP document. We agree to abide by this offer till 180 days from the date of last day for submission of offer (Bid).

We agree that, the rates quoted by us would serve as a rate contract for future additional services. We agree that, the Bank will pay power charges based on actual power units consumed.

We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

We understand that the Bank is not bound to accept any proposal it receives.

Dated at _____ day of _____ 2020.

Yours sincerely,

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

12.2. Annexure – II : General Information of Bidder and Minimum Eligibility Criteria
RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

12.2.1. Details of Bidder

S. N.	Particulars	Documents to be Submitted	Bidder's Response (to be filled in by bidder)
1	Name of the Bidder Entity		
2	Year of establishment		
3	Ownership of the Bidder or entity		
4	Registration number and date of registration	<i>Copy of Registration Certificate.</i>	
5	Registered Office Address		
6	GST Number	<i>Copy of GST Registration certificate</i>	
7	PAN No.	<i>Copy of PAN number.</i>	
8	Promoter / Director Details		
a	Name		
b	Designation (Promoter / Director)		
c	Mobile No.		
d	Mail Id		
9	Address of Bidder Office at Mumbai with contact numbers		
a	Address		
b	Land Line No.		
c	Mail Id.		
10	Contact Details of Bidders authorized Representative (on whose behalf Power of Attorney issued).		
a	Name		
b	Designation		
c	Mobile No.		
d	Mail id		
e	Specimen Full Signature and initials.		
11	MSME Details		
a	Whether Bidder MSME (Yes / No)		
b	MSME Registration No		
c	Date till which MSME Certificate is valid.		
d	Attested Copy of MSME Certificate attached.		

S. N.	Particulars	Documents to be Submitted	Bidder's Response (to be filled in by bidder)
	(Yes / No)		
12	Bank Account Details		
a	Bank Name		
b	Account Number		
c	IFSC Code		
d	Account Type		
e	Copy of Cancelled Cheque attached. (Yes / No)		
f	Bank Mandate form as per Annexure – X attached. (Yes / No)		

12.2.2. Financials

Amount in Lakhs

S.N.	Parameter / FY↓	Annual Turnover	Cash Profit	Net worth
1	2017-18			
2	2018-19			
3	2019-20			
4	Audited annual reports for FY2017-18, FY 2018-19 and FY2019-20 submitted (if available). (Yes / No).			
5	CA certificate for FY2017-18, FY 2018-19 and FY2019-20 submitted. (Yes / No).			

12.2.3. Eligibility Criteria

Bidder to satisfy the following Minimum Eligibility Criteria :

S.N.	Criteria	Proof to be Submitted
1	Should be either a Government Organization / PSU / PSE/ partnership firm or a limited Company under Indian Laws or / and an autonomous Institution approved by GOI/RBI promoted.	<ul style="list-style-type: none"> Partnership firm : Certified copy of Partnership Deed. Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. Reference of Act/Notification For other eligible entities: Applicable documents.
2	The Bidder should submit proposal on its own. No Partnership / Consortium is allowed.	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory
3	The Bidder should have a minimum average annual turnover of at least ₹10 Crore during last three (3) financial years i.e. FY 2018, 2019 and 2020.	Supporting the fact, the bidder should furnish: c) Audited annual reports for

S.N.	Criteria	Proof to be Submitted
4	The Bidder should have positive net worth and cash profit [i.e., no cash loss] in 2 years out of last 3 Financial Years i.e. FY 2018, 2019 and 2020.	FY2017-18, FY 2018-19 and FY2019-20 (if available) and d) Statutory Auditor certificate for FY2017-18, FY 2018-19 and FY2019-20. The Statutory Auditor certificate should provide the details of net worth, cash profit and turnover for the FY 2018, 2019 and 2020.
5	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 3 years. Bidder must certify to that effect.	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory as per Annexure – VI .
6	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid.	Board Resolution / authorization letter from the board of directors / or Power of Attorney as per format given in Annexure – V to be submitted.
7	The Bidder should submit Pre-Contract Integrity Pact as per format provided in the RfP.	Pre-Contract Integrity Pact duly signed by authorized signatory on <u>non-judicial stamp paper</u> of requisite value (to be borne by the bidder) as per format given in Annexure – VIII need to be enclosed.
8	The Bidder should have minimum experience of five (05) years providing SAM Services / Software License Advisory Services in India as on the date of the RfP.	Necessary evidences / certificates indicating that bidder is in SAM Services / Software License Advisory Services in India for last five (05) years.
9	The Bidder must be providing SAM Services / Software License Advisory Services to at least Three (03) Customers as on RfP date.	PO or Work Order and completion certificate from customers to be submitted.
10	The Bidder shall have experience, either completed or on-going SAM Services project / Services / Software License Advisory Services with minimum 1000 end points for any of its Customers in India.	Successful completion certificates or engagement letter.
11	SIDBI has already in IASP Agreement with IBM for IBM Authorized Software Asset Management Provider Option for IBM Software Licenses procured in the Bank. Hence, the Bidder must be an active IBM Authorized Software Asset Management Providers as on date of	Copy of necessary evidences for IBM Authorized Software Asset Management Providers.

S.N.	Criteria	Proof to be Submitted
	this RfP	

- The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. The criteria mentioned above is mandatory.
- Only those who fulfill all the eligibility criteria will qualify for further evaluation.
- Photocopies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
- Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

I certify that the above-mentioned information and the relevant annexure and enclosures are true and correct.

Date

Signature of Authorized Signatory ...

Place

Name of the Authorized Signatory ...

Designation ...

Name of the Organization ...

Seal ...

Note

1. Bidder response should be complete with all relevant documents attached.
2. Documentary proof, sealed and signed by authorized signatory, must be submitted
3. 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.
4. 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 bidder's customers.
5. Proposal of the bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.

12.3. Annexure – III : Technical Bid
RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

Bidder is requested to note that scoring on the technical parameters will depend on the quality of response being furnished for each of the parameters. Response may please be furnished accordingly in the following format and as mentioned in the relevant section of the RfP. In case of requirement, additional annexures may be attached, if required, as an evidence for scoring matrix :

S N.	Parameters	Max. Marks	Remarks
1	Project Management and Technical Presentation	20	Evaluation based on the Bank's perception of the quality and applicability of the proposal and interactions held during presentation.
2	Bidder's Experience : The Bidder shall have experience in providing SAM Services and / or advisory in software license compliance services for BFSI.	30	<ul style="list-style-type: none"> • One BFSI with 1000 or above end points - 10 marks • Two BFSI with 1000 or above end points - 20 marks • Three BFSI with 1000 or above end points - 30 marks (Copy of PO or Client certificate / details should be highlighted : <ul style="list-style-type: none"> e) Date of PO / Contract f) Name of Clients g) Scope of Work h) Contact Point Reference
3	OEM Authorization : The Bidder should be authorized software license compliance auditor for following Six (06) OEMs : Microsoft, Veritas, Oracle, VMware, Symantec, Red Hat. Also compliance certificate issued by Bidder is authorized or accepted by OEMs	30	<ul style="list-style-type: none"> • If Bidder is authorized by all Six (06) mentioned OEM in Clause 3 - 30 marks • If Bidder is authorized by any Four (04) of mentioned OEM in Clause 3 – 20 marks • If Bidder is authorized by any Two (02) of mentioned OEM in Clause 3 – 10 marks (Compliance certificate by OEM to be submitted)
4	Customer Feedback	20	The Bidder to provide contact details of three (03) its customers for whom similar services have been extended.
Total Technical Evaluation Score		100	

Reference Customer Details

1. The details of existing customers to whom Bidder has provided SAM Services :

S.N.	Organization	Contact Details				
		Name	Designation	Landline No.	Mobile No	Mail id
1						
2						
3						

2. The Bank's team would be contacting the Bidder's customers for their feedback. Hence, the bidder to take all necessary approvals from the client.

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct

Date

Place

Signature of Authorized Signatory ...

Name of the Authorized Signatory ...

Designation ...

Phone & E-mail:

Name of the Organization ...

Seal ...

NOTE

1. The bidder's response column should contain the details, Yes/No will not be accepted.
2. The proof, wherever applicable to be attached and tag number of same to be specified in the response.
3. Bank shall also carry out Site visit(s) of the proposed floor in the proposed facility to verify the details and based on which marks will be awarded.
4. The bidder to take necessary approvals from the customers whose reference is provided to the Bank.

12.4. Annexure – IV : Commercial Bid**Commercial Bid - Price Break-up Format****RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020****Software Asset Management (SAM) Services**

[Amounts are in Rupees]

S.N.	Item Description	Unit Price		
		Unit Cost	Taxes	Total
		A	B	C = A + B
1	Cost of Services – 1 st Year (X)			
2	Cost of Services – 2 nd Year (Y)			
3	Cost of Services – 3 rd Year (Z)			
Total Cost of Ownership (TCO) [X + Y+Z] (Inclusive of all Taxes)				

Bidders are requested to note the following

- Conditional commercial bids would be rejected.
- Masked commercial bids must be given with Minimum Eligibility 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.
- **TCO shall be considered for arriving at L1.**

In case of discrepancy between the unit price and total price, the unit price shall prevail.

Date Signature of Authorised Signatory Name of the Authorised Signatory

Place Designation

Seal.....

12.5. Annexure – V : Power of Attorney

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

RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

BY THIS POWER OF ATTORNEY executed on _____, 2020, We _____, a Company within the meaning of the Companies Act, 2013, 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. **400/2020/1590/BYO/ITV Dated November 27, 2020** for Software Asset Management (SAM) Services and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree and undertake 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 _____

I Accept _____

..... (Signature)

(Name Title and Address of the Attorney)

12.6. Annexure – VI : Non-Blacklisting

RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

Place _____

Date _____

General Manager (ITV)
Small Industries Development Bank of India,
3rd Floor, Information Technology Vertical, Swavalamban Bhawan,
Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E),
Mumbai 400 051

Dear Sir,

Non - Blacklisting

We _____ (Bidder Name), hereby declare,
confirm and undertake that:

1. We are not blacklisted by Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government or Government agencies, regulators as on the date of RfP.
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.

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

12.7. Annexure – VII : EMD / Bid Security Form

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

RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

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. **400/2020/1590/BYO/ITV Dated November 27, 2020** to _____ (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 its currency except with the previous consent of the buyer in writing.

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

WE do hereby guarantee and undertake to pay forthwith without demur, 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

.....

.....

12.8. Annexure – VIII : Pre-Contract Integrity Pact

(To be executed on Non-Judicial Stamp Paper of requisite value)
RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of -----, 2018 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Mumbai 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 Software Asset Management (SAM) Services and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

2 Commitments of the BUYER

2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie 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-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of 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 manufacturer/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 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

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

5 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs. _____/-** 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 Nationalized 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:-
1. 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
 2. 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.
 3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 4. 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.
 5. 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 along with interest.
 6. 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
 7. 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.
 8. 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.
 9. 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.
 10. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

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

8 Independent Monitors

- 8.1 The bank has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Details of Independent Monitor are :

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

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

9 Facilitation of Investigation

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



10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

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

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

12.3 A person signing the Pact shall not approach the Court while representing the matter to IEM and he/she will await his decision in the matter.

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. _____

12.9. Annexure – IX : Statement of Deviations
RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

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

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

RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020				
S.N.	Page Number	Section Number	Clarification point as stated in the RFP document	Comment / Suggestion / Deviation
1.				
2.				
3.				
4.				
5.				
6.				

Authorized Signatories
Name: _____

Designation: _____

Company Seal:

12.10. Annexure – X : Bank Mandate Form

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

RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

1	उधारकर्ता / विक्रेता / आपूर्तिकर्ता का नाम Name of Borrower / vendor / supplier:	
2	उधारकर्ता / विक्रेता / आपूर्तिकर्ता का पता / Address of the Borrower / vendor / supplier:	
	नगर/City	ई-मेल आईडी /E-mail id
	पिनकोड Pin Code	मोबाइल सं./Mobile No.
	एस टी डी कूट के साथ दूरभाष सं./Phone No. with STD code	
3	स्थायी खाता संख्या / Permanent Account Number	
4	एमएसई पंजीकरण/सीए प्रमाणपत्र/ MSE Registration / CA Certificate (यदि लागू हो/if applicable)	

5. 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 /PIN Code	शाखा कूट Branch Code		
एमआईसीआर सं./MICR No.			
खाते का स्वरूप / Account type	बचत/ Saving	चालू/Current	नकद उधार Cash Credit
खाता सं / .Account No. (जैसी चेकबुक में अंकित है /as appearing in the Cheque book)			
Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number			
IFSC CODE	For RTGS transfer	For NEFT transfer	

6. 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

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर / Signature of the Authorized Official from the Bank's)

दिनांक/Date :

12.11. Annexure – XI : Compliance Statement

(To be submitted on Bidder's Letter Head)

RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

Declaration

Compliance	Description	Bidder Response (Yes / No)
Special Terms & Conditions, General Terms & Conditions	We hereby undertake and agree to abide by all the terms and conditions including annexure, corrigendum(s) etc. stipulated by the Bank in this RfP. (Any deviation may result in disqualification of bids)	
Scope of Work	We certify that the proposal submitted by us is as per the scope of work stipulated in the RfP. (Any deviation may result in disqualification of bids)	

Bank reserves the right to reject the bid, if the bid is not submitted in proper format as per RfP.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Date:

12.12. Annexure – XII : Non-Disclosure Agreement

(To be executed on a non-judicial stamped paper of requisite value based on place of execution)

RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “_____” as per scope defined in the Request for Proposal (RfP) No. **400/2020/1590/BYO/ITV Dated November 27, 2020** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and Mumbai 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 during execution of project 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 ...

12.13. Annexure – XIII : Performance Guarantee Format

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF APPROPRIATE VALUE)

RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation 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 Mumbai office at 3rd Floor, Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation / Bank) having agreed to accept from M/s. **'Vendor Name'** having its office at **'Vendor's Office Address'**, (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the Corporation for providing services for SIDBI's **'Project Details'** hereinafter called "the said Agreement").

1. We, **Bank (Bank Name and Details)**, do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the Corporation during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Corporation shall be final and conclusive.
2. We **Bank (Bank Name and Details)**, do hereby guarantee and undertake to pay forthwith on demand without demur to the Corporation such sum not exceeding the said sum of Rs. _____ (Rupees _____ only) as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the **'Project Details'** placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Corporation to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to in the said Agreement.
3. We, **Bank (Bank Name and Details)**, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto _____, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. _____, whichever is earlier, and



- 4. We, **Bank (Bank Name and Details)**, may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.
- 5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at **Bank (Bank Name and Details)** within 6 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 there-under.
- 6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure or any other corporate / structural change of the Vendor.
- 7. The executant 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.

Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Our liability hereunder is conditional upon your lodging a demand or claim with **Bank (Bank Name and Details)** on or before _____. Unless a demand or claim is lodged with **Bank (Bank Name and Details)** within the aforesaid time, 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. All claims under this guarantee will be made payable at **Bank (Bank Name and Details)**. This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

We, **Bank (Bank Name and Details)** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

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

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1. Name
Signature.....
Designation.....

2. Name
Signature.....
Designation.....

12.14. Annexure – XIV : Contract Form

[To be executed on Non-Judicial Stamp Paper of appropriate value]

RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

Small Industries Development Bank of India (SIDBI), a Corporation 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 Mumbai office at 3rd Floor, Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation / Bank / Purchaser, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assignee) of one part and M/s _____ (Name of the Service provider), a Company/a Firm/ duly registered/incorporated _____ Act, having its Registered Office/ Head Office/ Corporate Office at _____ (City & Country of Supplier) (hereinafter referred to as the “the Supplier”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignee) of Other Part.

WHEREAS the purchaser is desirous that services related to Software Asset Management (SAM) Services should be provided by the service provider viz, _____ (Brief Description of Goods and Services) and has accepted a bid by the service provider for services related to Software Asset Management (SAM) Services in the sum of Rs. _____ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement along-with RFP, viz.:
 - a) The Bid form and price schedule submitted by the bidder;
 - b) The Scope of Work;
 - c) The Special Terms and Conditions;
 - d) The Service Level Agreement;
 - e) The General Terms and Conditions;
 - f) The Purchaser’s Notification of Award

- g) However, In case of any conflict clauses between this agreement and the RFP or its enclosures, the spirit in the clauses of RFP shall prevail.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
 5. Other usual covenants and conditions related to the contract would be forming part of the contract that will be executed between the parties.
 6. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

(Name & Designation) for and on behalf of
SIDBI, One Part (the Supplier)

(Name & Designation) for and on behalf of
SIDBI, One Part (the purchaser)

Witness

Witness

1. _____

1. _____

2. _____

2. _____

12.15. Annexure – XV : Acceptance Certificate

Acceptance Certificate Format

1	Vendor Name	
2	RfP No	RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020
3	Purchase Order / Contract Details	
4	Description of deliverables	

Details of Software and Services :

Comments on delivery and Acceptance

Name of SIDBI official : _____

Designation : _____

Signature : _____

Date : _____

Seal : _____

12.16. Annexure – XVI : Infrastructure Details**RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020**

Bidder has to furnish details of infrastructures required (Hardware & Software) to be provided by the Bank for SAM Services. Information may be furnished as per following format :

SI . No.	Items	Configurations	Remarks, if any
1			
2			
3			
....			

Note : Additional rows may be added for furnishing information based on requirement.

SIDBI

12.17. Annexure – XVII : Reference Sites of SAM Services
RFP No. 400/2020/1590/BYO/ITV Dated November 27, 2020

SI No.	Name and Address of the site Of Bidder's Customer	Name, Designation, Telephone, Mobile number, Fax, email address of the contact person	Brief Scope of work	Number of end points / servers	Kick – off date	Project Completion Date	Present Status if not completed as on date	Remarks

N.B. : Kindly attach proof against each of the Work completion/satisfaction certificate

End of RfP

SIDBI