

Invitation for Expression of Interest (EOI) for Selection of IT Company to Create & Deploy "BharatBox"

The National Urban Cooperative Finance and Development Corporation Limited (NUCFDC)

G4, Ground Floor, Windfall Building, Sahar Plaza Andheri (East), Mumbai, Maharashtra 400059

Ref: NUCFDC/23-24/EOI/IT/004



Table of Contents

1.	Disclaimer & Disclosure	3
2.	Schedule of EOI	5
3.	Introduction	7
4.	Eligibility Conditions	10
5.	Cost of Bid Document	11
6.	Clarification on EOI	12
<i>7.</i>	Bid Submission	14
8.	Bid Opening	16
9.	Conflict of Interest	17
10.	Integrity, Debarment and Ban	19
11.	Scope of Work	23
12.	Commercials	24
13.	General Terms and Conditions	25
	Annexure I: Eligibility Criteria	32
	Annexure II: Technical Criteria & Scope of Work	36
	Annexure III: Format for Commercials	38
	Annexure IV: Format for Self-Declaration	39
	Annexure V: Bid Form (Technical Bid)	41
	Annexure VI: Technical Evaluation Criteria	44
	Annexure VII: Bidder Information	46
	Annexure VII: Pre-Bid Query Format	47
	Annexure VIII: Format for submitting Client References	48



1. Disclaimer & Disclosure

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- 1.2. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.
- 1.3. NUCFDC has prepared this document as background information on the Project "BharatBox" to the interested parties. While NUCFDC has taken due care in the preparation of the information contained herein and believe it to be accurate, neither NUCFDC nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.
- 1.4. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by NUCFDC in submitting the response to this EOI.
- 1.5. The information is provided on the basis that it is non-binding on NUCFDC or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.
- 1.6. This EOI document is the property of NUCFDC & is not transferable. NUCFDC reserves the right not to proceed with the Project or to change the configuration of the Project, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.
- 1.7. No reimbursement of cost of any type will be paid to persons or entities expressing interest. The proposal in response to the EOI should be signed and submitted by a



person duly authorized to bind the respondent company to the details submitted in the proposal in response to the EOI. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered by the competent authority to sign the necessary documents and bind the response. All pages of the EOI documents are to be signed by the authorized signatory.

1.8. Any clarification sought can be mailed by an authorized representative. Clarification can be sought up to date mentioned in the EOI Schedule. If a holiday is declared on the dates mentioned in the document, the response to the EOI shall be received / opened on the immediate next working day at the same time and at the same venue unless communicated otherwise.



2. Schedule of EOI

- 2.1. NUCFDC invites Expression of Interest (EOI) to Create & Deploy "BharatBox" for Urban Cooperative Banks (UCB) across India.
- 2.2. The following table is an indicative time frame for the overall process. NUCFDC reserves the right to vary this time frame and/or venue at its absolute and sole discretion and without providing any notice/ intimation or reasons thereof. Changes to the time frame and/or venue will be communicated to the Respondents concerned.

Sr No.	Particular	Description		
1.	Expression of	NUCFDC/24-25/EOI/004		
	Interest No			
2.	Mode of EOI	Email		
3.	EOI Issue Date	24 th January 2025		
4.	EOI Availability	EOI may be downloaded from		
		https://www.nucfdc.in/		
5.	Last date for	Upto 17:00 hrs on 31st January 2025.		
	requesting	All communication regarding clarification		
	clarification	shall be given by email.		
6.	Pre-bid Meeting	From 15:00 hrs to 16:00 hrs on 05th February		
		2025 through virtual meeting.		
7.	Last Date of Bid	Upto 16:00 hrs on 18 th February 2025		
	Submission			
		In the event the above date is declared a holiday		
		for NUCFDC, the Bids will be received upto the		
		aforesaid time on the next working day.		
8.	Date and Time of	17:00 hrs on 18 th February 2025		
	opening Bids:			
		Authorized representatives of Bidders may be		
		present online during opening of the Bids.		
		However, Bids would be opened even in the		
		absence of any or all of Bidders representatives.		
9.	Tender Fee	Rs.10000/- (Rs. Ten Thousand only)		
		The Tender Fee should be deposited in		
		following account with the given modes of		
		transfer.		
		Mode: NEFT or RTGS		



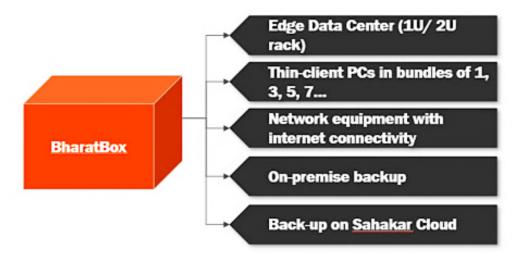
		Account Details:
		Account name: NATIONAL URBAN CO-
		OPERATIVE FINANCE AND DEVELOPMENT
		CORPORATION LIMITED
		Account Number: 033505003688
		IFSC Code: ICIC0000335
		Branch: Naraina Vihar, New Delhi - 110028
		Tender Fee will be non-refundable.
		Proof of remittance of Tender Fee in the
		designated account should be enclosed with
		the technical bid. The Bids without tender fee
		will not be considered valid.
10.	Contact Person(s)	Shri. Piyush Mistry
10.		Head of Infrastructure & Cyber-Security
		NUCFDC
		Ground Floor, Windfall Building, Sahar Plaza
		Andheri (East), Mumbai, Maharashtra 400059
		+91 9930551466
		procurement@nucfdc.in

2.3. The intending bidders are required to send a formal request letter along with details as per **Annexure I to VIII** by email to procurement@nucfdc.in

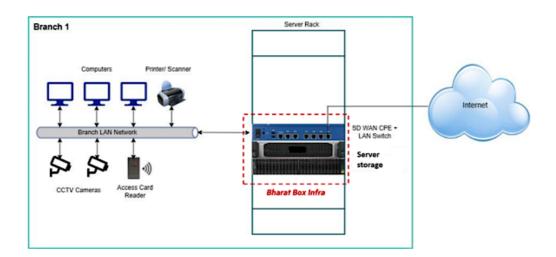


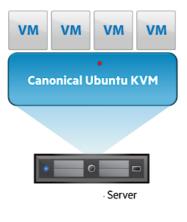
3. Introduction

- 3.1. NUCFDC has been setup to operate as an Umbrella Organization (UO) for the Urban Cooperative Banks (UCB) across India and provide them various Fund-based and Non-Fund based services. In this regard, to provide IT related services to UCBs, NUCFDC intends to build the "BharatBox" that shall be a state-of-the-art Infrastructure Service intended to be deployed at branches of the UCBs.
- 3.2. The "BharatBox" shall be
 - a) Fully compliant to RBI's guidelines on Infrastructure, Firewall, Backup, Network, Access Control, Storage, Data Encryption, Data Protection and Privacy, and Cyber-Security;
 - b) Having Cyber-Resiliency including protection from zero-day attacks;
 - c) Possess desired Scalability, High Availability and Redundancy to mitigate the risks due to any disaster or disruption in business continuity;
 - d) Render services including but not limited to IT Hardware and Software at an affordable and pay-per-use model;
 - e) Possess capability/ is extensible to run workloads based on latest technology including Network Load Balancing, Replication, Routing, Firewall, Backup, Storage, Access control, Cyber-Security related technologies, etc.
- 3.3. A high-level list indicative architecture, list of services and indicative components envisaged to be offered through the proposed "BharatBox" is given below:









- Authentication (OpenLDAP/ Keycloak)
- File Server (NFS)
- Backup (Bacula)
- Printer (CUPS Common Unix Printing System)
- CCTV feed management Application
- Access card reader, controller and application
- Data encryption at rest (VeraCrypt or LUKS
 Linux Unified Key Setup)
- Block Storage (HPE MSA Storage)
- Infra monitoring and log collection solution (Canonical Observ



Storage

- 3.4. Through this EOI, NUCFDC intends to select a qualified IT Company having the requisite capability and experience, as stipulated in this document, to assist NUCFDC to successfully create and deploy the "BharatBox" intended to be deployed at the Branches of UCBs across India.
- 3.5. The IT Company shall also bring in a strong pool of resources with real-world class experience to understand and address current as well as future needs.
- 3.6. It may be noted that mere submission of the EOI shall NOT entitle the applicant Bidder Company to enter into an arrangement with NUCFDC.



- 3.7. NUCFDC reserves the right to invite a similar proposal from any other Bidder Company though they may not have offered their EOI in this regard.
- 3.8. NUCFDC reserves the right to change/alter/modify the terms and conditions of the aforesaid EOI at any point of time. No form of communication will be entertained from the applicant Bidder Companies in this regard.
- 3.9. NUCFDC reserves the right to reject the EOI received from the applicant Bidder Companies without assigning any reason, therefore. NUCFDC also reserves the right to cancel the aforesaid announcement of EOI without assigning any reason thereof.
- 3.10. The EOI may be followed by a separate Open/ Closed / Non-Committal RFP. As deemed necessary, NUCFDC shall appoint the vendor through the RFP.



4. Eligibility Conditions

- 4.1. Only such bidders who meet the following criteria and unconditionally accept the terms shall be eligible for EOI:
 - a) The bidder should be a registered Indian Company under the Companies Act;
 - b) The bidder must have a registration under GST and a valid PAN;
 - c) The bidder has the relevant experience of setting up and/or managing IT Infrastructure, in either Urban Cooperative Bank in India or Cooperative Bank in India or Scheduled Commercial Bank in India or RBI or Financial Service Institution in India;
 - d) The bidder unconditionally accepts the terms of the EOI as detailed herein;
 - e) Consortium bidding is permitted under this EOI, however the responsibility of delivery belongs to the bidder only;
 - f) The bidder submits the eligibility criteria along with necessary supporting documents as specified in **Annexure-I**.
- 4.2. If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the EOI. Bid submitted with options of multiple OEMs shall also be considered as Bid submitted on behalf of multiple OEMs.
- 4.3. Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.



5. Cost of Bid Document

5.1. The participating Bidder shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by NUCFDC or any other costs incurred in connection with or relating to their Bid. The NUCFDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.



6. Clarification on EOI

- 6.1. Bidder requiring any clarification on EOI may notify NUCFDC in writing strictly as per the format given in **Appendix-VII** by e-mail within the given date/time.
- 6.2. All queries to be raised in the pre-bid meeting will relate to the EOI alone and no queries related to detailed analysis of scope of work, payment terms and mode of selection will be entertained.
- 6.3. A pre-Bid meeting will be held online on the specified date and time which may be attended by the authorized representatives of the Bidders interested to respond to this EOI.
- 6.4. The queries received (without identifying source of query) and response of the NUCFDC thereof will be conveyed to the Bidders.
- 6.5. NUCFDC, without notice to bidders, reserves the right to amend, rescind or reissue the EOI, at any time prior to the deadline for submission of Bids. NUCFDC, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the EOI, by amendment which will be made available to the Bidders by way of corrigendum/addendum. Such amendments/clarifications, if any, issued by NUCFDC will be binding on the participating Bidders.
- 6.6. The interested parties/Bidders are advised to check NUCFDC's website regularly till the date of submission of Bid document and ensure that clarifications/ amendments issued by NUCFDC, if any, have been taken into consideration before submitting the Bid. NUCFDC will not take any responsibility for any omissions by the Bidder.
- 6.7. NUCFDC, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
- 6.8. Nothing in this EOI or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this EOI or any addenda/corrigenda or clarifications issued in connection thereto.



- 6.9. Queries received after the scheduled date and time will not be responded/acted upon.
- 6.10. The Bidder must thoroughly study/analyze and properly understand the contents of this EOI, its meaning and impact of the information contained therein.
- 6.11. Failure to furnish all information required in this EOI or submission of Bid not responsive to this EOI in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. NUCFDC has made considerable effort to ensure that accurate information is contained in this EOI and is supplied solely as guidelines for Bidders.
- 6.12. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and NUCFDC and supporting documents and printed literature shall be submitted in English.
- 6.13. The information provided by the Bidders in response to this EOI will become the property of NUCFDC and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.



7. Bid Submission

- 7.1. The Bid is to be submitted by email along with the supporting documents given below duly signed by the authorized signatory:
 - a) Index of all the documents, letters, bid forms etc. submitted in response to EOI along with page numbers;
 - b) Bid form on Bidder's letter head;
 - c) Proof of remittance of Tender Fee;
 - d) Specific response with supporting documents in respect of Eligibility Criteria, Technical Criteria and Scope of work;
 - e) Annexures I to VIII;
 - f) Bidder's details on Bidder's letter head;
 - g) Audited financial statement and profit and loss account statement;
 - h) A copy of board resolution along with copy of power of attorney showing that the signatory has been duly authorized to sign the Bid document;
 - i) If applicable, copy of registration certificate issued by competent authority.
- 7.2. While submitting the Technical Bid, literature on the proposed solution/services should be segregated and kept together in one section.
- 7.3. The Bid document shall be complete in accordance with various clauses of the EOI document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder.
- 7.4. If deemed necessary, NUCFDC may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted.
- 7.5. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- 7.6. The Bidder must provide specific and factual replies to the points raised in the EOI.
- 7.7. The Bid shall be typed or written by the Bidder or a person or persons duly authorized.
- 7.8. All the enclosures (Bid submission) shall be serially numbered.
- 7.9. NUCFDC reserves the right to reject Bids not conforming to above.



- 7.10. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that modification, including substitution or withdrawal of the Bids, is received prior to the deadline prescribed for submission of Bids.
- 7.11. No modification in the Bid shall be allowed, after the deadline for submission of Bids.



8. Bid Opening

- 8.1. All Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned. The Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- 8.2. Prior to the detailed evaluation, NUCFDC will determine the responsiveness of each Bid to the EOI. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the EOI in toto, without any deviation.
- 8.3. If a Bid is not responsive, it will be rejected by NUCFDC and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 8.4. After examining the EOI, some or all of the Bidders may be asked to make presentation of the proposal. The Bidder shall bear all costs associated with submission of EOI and the presentation desired. NUCFDC shall not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.
- 8.5. NUCFDC may shortlist the Bidders who fulfill the eligibility and technical criteria specified in this EOI, have solution/services as per the stated requirement and are agreeing to abide by the terms and conditions. NUCFDC's judgment in this regard will be final.
- 8.6. NUCFDC may issue a Request for Proposal (RFP) to shortlisted Bidder for next process of procurement. However, please note that short listing of Bidders should not be treated as a contract for the proposed work.
- 8.7. Nothing contained in this EOI shall impair the NUCFDC's Right to issue 'Open RFP' on the proposed solution/services.
- 8.8. Bidders will be advised about shortlisting of their EOIs or otherwise. However, Bidders will not be provided with information about comparative position of their EOIs with that of others.



9. Conflict of Interest

- 9.1. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified without prejudice to any other right or remedy that may be available to NUCFDC under the EOI and/ or the subsequent RFP or otherwise.
- 9.2. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (ii) subject always to subclause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the shareholding of

- such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- 9.3. For the purposes of this EOI, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.



10. Integrity, Debarment and Ban

- 10.1. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, NUCFDC shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- 10.2. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in EOI process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- 10.3. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- 10.4. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - a) "corrupt practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - b) "Fraudulent practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a EOI process or to secure a contract or in execution of the contract;
 - c) "Coercive practice" means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract:



- d) "Anti-competitive practice" means any collusion, bid rigging or anticompetitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of NUCFDC, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, noncompetitive levels;
- e) "Obstructive practice" means materially impede the NUCFDC's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the NUCFDC's rights of audit or access to information;
- 10.5. Debarment/ Ban: Empanelment/participation of Bidders and their eligibility to participate in the NUCFDC's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the NUCFDC's procurement process shall be considered against delinquent Bidders/Bidders:
 - a) Temporary Debarment/ Suspension: Whenever a Bidder is found lacking in performance, in case of less frequent and less serious misdemeanors, the Bidders may be put on temporary debarment for a period upto 12 (twelve) months. When a Bidder is on the temporary debarment, he is neither invited to bid nor are his bids considered for evaluation. The Bidder is, however, not removed from the list of empaneled bidders, if any. Performance issues which may justify temporary debarment of the Bidder are:
 - Bidders who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
 - Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);



- Bidders undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on temporary debarment during such proceedings.
- b) Debarment including removal from empaneled list: Debarment of a delinquent Bidder (including their related entities) for a period (one to two years) from the NUCFDC's procurements including removal from empanelment, wherever such Bidder is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Bidder from the list of empaneled bidders are:
 - Without prejudice to the rights of the NUCFDC, if a Bidder is found by NUCFDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by NUCFDC during a period of 2 (two) years from the date of debarment.
 - The Bidder fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
 - If Bidder ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
 - Bankruptcy or insolvency on the part of the Bidder as declared by a court of law; or
 - Banning by Ministry/Department or any other Government agency;
 - Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;



- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of NUCFDC or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a government servant or the NUCFDC's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which NUCFDC considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.
- c) Ban from Government: For serious transgression of code of integrity, a delinquent Bidder (including their related entities) may be banned/debarred from participation in a procurement process of NUCFDC including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.



11.	Scope of Work			
11.1.	Only such bidders who meet the criteria given in Annexure-II and unconditionally			
	accept the terms shall be eligible for EOI.			



12. Commercials

12.1.	The bidder shall be required to submit the EOI with commercials al	ong with
	necessary supporting documents as specified in Annexure-III.	

12.2.	All comm	ercials	shall	be in	Indian	Rupees.
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13. General Terms and Conditions

- 13.1. **NUCFDC's unconditional right to reject EOI**: Without limiting its rights in law or otherwise, NUCFDC reserves the right, in its absolute discretion, at all times, in relation to accepting or rejecting any response, varying or discontinuing the EOI and related processes. NUCFDC shall not be bound to give reasons for any decision, and its decision will be final and binding on all respondents to this EOI.
- 13.2. Liquidated Damages (LD): If the bidder fails to deliver the services or fails to complete the work or does not perform the service(s) within the time schedule as mentioned in the Purchase Order, the NUCFDC, without prejudice to its other remedies under the Contract, may deduct from the Purchase Order value, as liquidated damages, a sum equivalent to 3% of the total Purchase Order Value (excluding taxes like GST, etc.) for each and every calendar day of delay, subject to a maximum limit of 15% of the Total Purchase Order Value (excluding taxes like GST, etc.). Such a penalty shall be deducted from the invoice bills of the bidder. NUCFDC may also consider termination of the Contract.
- 13.3. **Indemnity to NUCFDC**: The Bidder shall keep NUCFDC indemnified against any losses or damages because of any violation of patents, trademark etc., by the bidder in respect of the products supplied.
- 13.4. **Force Majeure**: The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, or fires, floods and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify NUCFDC in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by NUCFDC in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure



event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NUCFDC and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

13.5. **Confidentiality Clauses**:

- a) The Bidder or its representatives shall not disclose directly or indirectly any information, materials and details of NUCFDC's infrastructure/systems /equipment etc., which may come to the possession or knowledge of the bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence.
- b) The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws
- c) The Bidder shall not publish, permit to be published, or disclose any confidential information in any trade or technical paper or elsewhere without the previous written consent of NUCFDC.
- d) The Bidder shall indemnify NUCFDC for any loss suffered by NUCFDC as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder and NUCFDC shall be entitled to claim damages and pursue legal remedies.
- e) The Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.
- f) The Bidder's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- g) The bidder and its representatives shall always adhere to the Information Security Policy of NUCFDC.
- h) The selected bidder shall sign Non-Disclosure Agreement with NUCFDC.
- 13.6. **Resolution of Disputes**: NUCFDC and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising



between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, NUCFDC and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration. The Dispute shall be referred by the aggrieved Party to a sole arbitrator appointed under the provisions of Arbitration and Conciliation Act, 1996 ("Act") along with amendments from time to time. The proceedings of arbitration shall be conducted in English. The seat of arbitration shall be at Mumbai.

- 13.7. **Jurisdiction**: All legal suits, actions or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of the Courts in Mumbai only.
- 13.8. **Governing Language**: All correspondences and other documents pertaining to the contract shall be in English.
- 13.9. **Notices**: Any notice given by one party to the other, pursuant to the contract shall be sent to the other party (as per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgement thereof; or by facsimile or by other electronic media and or mode and in which case, the notice will be complete only on confirmation of receipt by the receiver. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

13.10. Cancellation of Contract and Compensation:

- a) NUCFDC reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by NUCFDC on the following circumstances:
 - The selected bidder commits a breach of any of the terms and conditions of the contract;
 - The bidder goes into liquidation voluntarily or otherwise;
 - The progress regarding execution of the contract made by the selected bidder is found to be unsatisfactory.
- b) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, NUCFDC reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same.



- c) NUCFDC reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills, if any, under this contract or any other contract/order.
- d) In cases, where NUCFDC is terminating the contract, NUCFDC would pay the bidder for the services rendered till the last day of termination after adjustment of dues as at above. The bidder reserves the right to cancel the contract with a written notice of 30 calendar days to NUCFDC. NUCFDC will not make any payments if assigned tasks have not been achieved and has the right to recover any advance payments made. NUCFDC shall pay for goods delivered and services rendered till the date of termination after recovery of any applicable dues payable by the selected bidder.
- 13.11. **Vicarious Liability**: The bidder shall be the principal employer of the employees and agents etc., engaged by the bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees and agents etc., of the bidder shall be paid by the bidder alone and NUCFDC shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the bidder's employees, agents, contractors, subcontractors etc. The bidder shall agree to hold NUCFDC, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature (on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including NUCFDC) through the action of bidder's employees, agents, contractors, subcontractors etc. in performance or non-performance under this Agreement.
- 13.12. **Assignment**: Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the



- bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of NUCFDC.
- 13.13. **Non-Solicitation**: The bidder, during the term of the contract and for a period of two years thereafter shall not without the express written consent of NUCFDC, directly or indirectly recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by NUCFDC in rendering services under the contract; or induce any person who is/have been an employee or associate of NUCFDC at any time to terminate his/her relationship with NUCFDC.
- 13.14. **No Employer Employee Relationship**: The 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, have /deemed to have any employer-employee relationship with NUCFDC or any of its employees/officers/staff/representatives/personnel/agents.
- 13.15. **Ownership**: The ownership of data pertaining to specific business areas of NUCFDC, will lie with NUCFDC only. The software Intellectual Property Rights will remain with the OEM/ Bidder.
- 13.16. **Notification of Awards**: The acceptance of an EOI, subject to contract, will be communicated in writing at the email address supplied by the Bidder in the EOI response. Any change of email address of the bidder, should therefore be promptly notified by email at procurement@nucfdc.in.
- 13.17. **Authorized Signatory for signing the contract**: The selected bidder shall indicate the authorized signatories who can discuss and correspond with NUCFDC, with regard to the obligations under the contract. The authorized signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the EOI documents and bind the bidder. The bidder shall furnish proof of signature identification for above purposes as required by NUCFDC.



- 13.18. **Signing of Contract**: The Successful bidder shall be required to enter a contract with NUCFDC, within 15 working days of the award of the EOI or within such extended period mutually agreed by both parties.
- 13.19. **Lodgement** of an EOI is evidence of a Bidder's consent to comply with the terms and condition of Request for EOI process and subsequent bidding process. If a Bidder fails to comply with any of the terms, its EOI may be summarily rejected.
- 13.20. **Willful misrepresentation** of any fact within the Bid will lead to the disqualification of the Bidder without prejudice to other actions that NUCFDC may take. All the submissions, including any accompanying documents, will become property of NUCFDC. The Bidders shall be deemed to license, and grant all rights to NUCFDC, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.
- 13.21. Bidders must advise NUCFDC immediately in writing of any material change to the information contained in the EOI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advices. For shortlisted Bidders, this requirement applies until a contract is awarded as a result of subsequent bidding process.
- 13.22. Shortlisted Bidders must not advertise or publish the same in any form without the prior written consent of NUCFDC.
- 13.23. Brief overview of the proposed procurement/scope of work given in this document may be further elaborated, viz., more details may be included in the Request for Proposal (RFP) document to be issued as a result of evaluation process of EOIs.
- 13.24. NUCFDC reserves the right to formulate any terms & conditions while framing the RFP, even if these are in variance with the terms provided in this EOI. Further, the Bidders shall have no claim in this regard.
- 13.25. NUCFDC shall have the right to cancel the EOI process itself at any time, without thereby incurring any liabilities to the affected Bidders. Reasons for cancellation,



as determined by NUCFDC in its sole discretion include but are not limited to, the following:

- a) Services contemplated are no longer required.
- b) Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.
- c) The project is not in the best interest of NUCFDC.
- d) Any other reason.



Annexure I: Eligibility Criteria

The bidder shall fully comply without any variation/ deviation with criteria mentioned below. The compliance provided by the bidder will be used for eligibility evaluation of the EOI. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

Sr. No.	Criteria	Compliance (Yes/No)	Supporting Documents
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder must have registration under GST and have valid PAN.		GST Certificate and PAN
3.	The bidder unconditionally accepts the terms of the expression of interest as detailed herein.		Self-Declaration form as per Annexure-IV on company's letter head
4.	The bidder must have an average turnover of minimum Rs. 50 crores during last 03 (three) financial years i.e. FY 2023-24, FY 2022-23, FY 2021-22		Copy of the audited financial statement for required financial years.
5.	The Bidder should be profitable organization based on profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years i.e. FY 2023-24, FY 2022-23, FY 2021-22		Copy of the audited financial statement along with profit and loss statement for corresponding years



Sr. No.	Criteria	Compliance (Yes/No)	Supporting Documents
6.	The bidder should neither have been debarred and/ or blacklisted by NUCFDC, any Central/State Govt. Department/ nor should have any litigation/ enquiry concluded/pending against the bidder during last five years starting 1st December 2024 nor an application of corporate insolvency and bankruptcy has been admitted under Insolvency and bankruptcy code, 2016		Self-Declaration form as per Annexure-IV on company's letter head
7.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of NUCFDC)		Brief details of litigations, disputes, if any are to be given on Bidder's letter head.
8.	The bidder must be in core business of creating and deploying setup and/or maintaining and/or operating IT related activities for minimum 5 years in India.		Relevant certificate issued by statuary auditor / company secretary of the bidder's organization)
9.	The Bidder should have experience in IT Infrastructure Service Design, IT Infrastructure development or maintenance or support, Software development or maintenance or support for Clients etc. for minimum 3 years.		Relevant certificates required from clients



Sr. No.	Criteria	Compliance (Yes/No)	Supporting Documents
10.	The Bidder must have provided IT Infrastructure related services to minimum 3 Organizations out of which one organization must be a Banking and Financial Services Organization.		Relevant certificates to be submitted
11.	Client references and contact details (email/ landline/ mobile) of customers for whom the bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required)		Confirmation on bidder's letter head as per Annexure-VIII
12.	The Bidder should have experience to create and manage Infrastructure with capabilities of 24x7x365 IT Managed Services, Service Desk, Command Centre, NOC. Minimum 2 references of Banks / Financial Services Institutions required.		Relevant certificates to be submitted.
13.	The Bidder should have experience develop and implement Infrastructure Management Platform showcasing the capabilities of hosting, multi tenancy, governance, migration and security Minimum 2 references of Banks / Financial Services Institutions required.		Relevant certificates to be submitted.
14.	The Bidder should have a project office in Mumbai.		Relevant certificates to be submitted.



Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

(Signature of Authorized Signatory)

<NAME, TITLE AND ADDRESS>

Date:

Seal of Company



Annexure II: Technical Criteria & Scope of Work

The bidder shall comply with specifications mentioned below that will be used for technical evaluation of the EOI and describe how their proposal will meet these requirements

Sr. No.	Specifications	Compliance (Yes/No)
1.	Provide best practices, guidelines, System design, specification requirement, design for setting up "BharatBox"	
2.	Evaluate Business Continuity plan and systems & infrastructure optimization	
3.	Assist NUCFDC in analyzing the financial stability and the viability of "BharatBox".	
4.	Assist NUCFDC to get commercial benefits	
5.	Assist NUCFDC to evaluate TCO (Total Cost of Ownership/Occupancy).	
6.	Assist NUCFDC to define contract terms, benchmark Service Level Agreement (SLA) and Key Performance Indicators (KPI) for rollout of "BharatBox".	
7.	Assist NUCFDC in finalizing the strategy for rollout and sustenance of "BharatBox"	
8.	Define/prepare and ensure all required compliance & Security certifications as per industry best practices	
9.	Gather necessary documents, Build & develop a delivery plan / timeline for rollout and sustenance of "BharatBox".	
10.	Assist NUCFDC in assessing business volumes and advice NUCFDC on the current and target capacity considering the future growth.	
11.	Assist NUCFDC in preparing/validating the roadmap, product/service catalog and roll-out strategy of Bharat Box	



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Date:		
Seal of Company		



Annexure III: Format for Commercials

S. No	Particulars	Price (in ₹)
1.		
2.		
3.		

- 1. Above prices to be excluding taxes and duties
- 2. Prices to be quoted in Indian rupees
- 3. The bidder shall provide the services till the end of contract period without any additional cost.
- 4. The bidder shall provide the services onsite as stipulated by NUCFDC.

(Signature of Authorized Signatory)

<NAME, TITLE AND ADDRESS>

Date:



Annexure IV: Format for Self-Declaration

(To be submitted on Company's letter head)

Date:

The Head of Infrastructure & Cyber-Security,

National Urban Co-operative Finance and Development Corporation Limited,
Ground Floor, Windfall Building, Sahar Plaza

Andheri (East), Mumbai, Maharashtra 400059

Dear Sir,

Subject: Invitation of Expression of Interest for Selection of IT Company to Create & Deploy "Bharat Box" dated: <<EOI Date>>

This is to certify that:

- 1. We are duly authorized persons to submit this undertaking.
- 2. We have read and understood the aforesaid EOI and we hereby convey our absolute and unconditional acceptance to the aforesaid EOI.
- 3. We do not have any business relationship with NUCFDC, including its directors and officers which may result in any conflict of interest between us and NUCFDC. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- 4. We have submitted our proposal in compliance with the specific requirements as mentioned in this EOI.



5. We have provided all necessary information and details as required by NUCFDC and shall provide with such additional information as may be required by NUCFDC from time to time.

6. Neither we nor any of our employee / director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector Banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

7. There are no vigilance and / or court cases pending against us / company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.

8. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of EOI and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

9. We also undertake that we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to NUCFDC. It is further certified that we have not modified or deleted any text/matter in this EOI.

Yours faithfully,

Duly authorized to sign and bid FOR AND ON BEHALF OF <NAME OF THE APPLICANT ORGANISATION >

(Signature of Authorized Signatory)

<NAME, TITLE AND ADDRESS>

Date:



Annexure V: Bid Form (Technical Bid)

(To be submitted on Company's letter head)

We have examined the above EOI, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/revisions, if any, furnished by NUCFDC. We submit our bid and shall abide by the terms and conditions spelt out in the EOI.

- 1. While submitting this Bid, we certify that:
 - a. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - b. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this EOI.
 - c. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.



- 2. We undertake that, in competing for the above EOI, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 3. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NUCFDC, connected directly or indirectly with this EOI process, or to any person, organization or third party related to this EOI in exchange for any advantage in the EOI, evaluation and shortlisting.
- 4. We undertake that we will not resort to canvassing with any official of NUCFDC, connected directly or indirectly with the EOI process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- 5. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of this EOI. We also accept that in the event of any information / data / particulars proving to be incorrect, NUCFDC will have right to disqualify us from the EOI or any subsequent bidding process without prejudice to any other rights available to NUCFDC.
- 6. We certify that while submitting our Bid document, we have not made any changes in the contents of the EOI, read with its amendments/ clarifications provided by NUCFDC.
- 7. We understand that you are not bound to accept any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- 8. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory or statutory or government body for outsourcing activity.
- 9. We hereby certify that on the date of submission of Bid for this EOI, we are not under any debarment/ blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Urban Cooperative Bank/ State Cooperative Bank/ District Cooperative Bank/ Regional Rural Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.



- 10. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with NUCFDC for more than 6 months from the date of issue of purchase order.
- 11. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by NUCFDC in the EOI document.

Yours faithfully,

Duly authorized to sign and bid FOR AND ON BEHALF OF <NAME OF THE APPLICANT ORGANISATION >

(Signature of Authorized Signatory)

<NAME, TITLE AND ADDRESS>

Date:



Annexure VI: Technical Evaluation Criteria

Maximum Technical score is 100. Minimum marks to be obtained by the bidder for qualification is 70. Only qualified bidders will be considered for further evaluation/ next steps.

Bidder need to submit documentary/ certification proofs from clients for each criteria given below.

Sr. No.	Criteria	Evaluation Parameters	Max. Score	Bidder's Response		
Bida	idder's Capability & Experience					
1.	Should have experience in IT Infrastructure Service Design, IT Infrastructure development or maintenance or support, Software development or maintenance or support for Clients etc. for minimum 3 years.	20 Marks - more than 10 client references 15 Marks - Equal to or less than 10 but more than 2 client references 10 Marks - Equal to or Less than 2 client references	20			
2.	Should provided IT Infrastructure related services to Banking and Financial Services Organization in India.	20 marks - if the criteria are met for 5 or more Banks / Financial Services Institutions in India 15 marks - if the criteria are met for 3 Banks / Financial Services Institutions in India 10 marks - if the criteria are met for 1 Bank / Financial Services Institution in India	20			
3.	Number of successfully completed IT projects (of IT Infrastructure Service Design, IT Infrastructure	20 Marks - 15 projects and above have successfully completed. 15 Marks - 10 projects have	20			



Sr. No.	Criteria	Evaluation Parameters	Max. Score	Bidder's Response
	development or maintenance or support, Software development or maintenance or support) in last 5 years.	successfully completed. 5 Marks – 5 project has successfully completed.		
Presentation				
4.	Presentation of the bidder on approach and interaction		15	
5.	Work plan and methodology covering complete scope of work Project Management including onboarding of vendor		15	
6.			10	
Total Marks		100		

(Signature of Authorized Signatory)

<NAME, TITLE AND ADDRESS>

Date:



Annexure VII: Bidder Information

S. No.	Particulars	Information
1.	Name	
2.	Date of Incorporation and / or commencement	
	of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including	
	details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the	
	Bidder	
	a) Name	
	b) Designation	
	c) Address	
	d) Phone Number (Landline)	
	e) Mobile Number	
	f) Fax Number	
	g) Email Address	

(Signature of Authorized Signatory)

<NAME, TITLE AND ADDRESS>

Date:



Annexure VII: Pre-Bid Query Format

Bidder must submit the queries in the format given below strictly in an excel file only

Sr. No.	EOI Page No	EOI Clause No.	Existing Clause	Query

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<NAME, TITLE AND ADDRESS>

Date:



Annexure VIII: Format for submitting Client References

To Whosoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
Size of Project	
Value of Work Order (In Rs. Lakh) (only single work	
order)	

(Signature of Authorized Signatory)
<name, address="" and="" title=""></name,>
Date:
Seal of Company

*******End of Document******