



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

आस्ति देयता प्रबंधन प्रणाली का
कार्यान्वयन हेतु

प्रस्ताव का आमंत्रण
Request for Proposal

for
Implementation of
Asset Liability Management System

(निविदा सं.: 400/2018/1305/BYO/RMD दिनांक: 16 जनवरी, 2018)

(RfP No.: 400/2018/1305/BYO/RMD Dated: 16th January, 2018)

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Important Clarifications

Some terms have been used in the document interchangeably for the meaning as mentioned below :

1. 'Bank' means 'Small Industries Development Bank of India'.
2. 'Bidder' means the respondent to the RfP document.
3. 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
4. 'Service provider' means the vendor selected out of this RfP and contracted to provide the services as per scope of this RfP.
5. 'RfP' or 'Tender' means the Request For Proposal document .
6. 'DC' means Data centre, 'DR' means disaster recovery site
7. 'Bid' may be interchangeably referred to as 'Offer'.
8. 'Authorised Signatory' of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.

Glossary

Acronym	Description
BG	Bank Guarantee
BPR	Business Process Re-engineering
CMM	Capability Maturity Model
DC	Data Centre
DR	Disaster Recovery
EMD	Earnest Money Deposit
EOI	Expression of Interest
ITV	Information Technology Vertical
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PMC	Project Management Consultancy
PMO	Project Management Office
PO	Purchase Order
POC	Proof of Concept
RfP	Request for Proposal
RMV	Resource Management Vertical
SI	System Integrator
TAT	Turn-Around-Time
TTT	Train The Trainer
SoW	Scope of Work

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1. Bid Critical Information

(RfP No: 400/2018/1305/BYO/RMD dated: 16/01/2018)

Sl. No. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोलीबैठक के लिएस्पष्टीकरणकी मांगकी अंतिम तिथि	22/01/2018	04:00pm
Clarifications mail to be sent to chinarik@sidbi.in, atanu@sidbi.in			
2	Pre Bid meeting (no clarifications would be given after pre-bid meeting)/ पूर्व-बोलीबैठक)पूर्व-बोलीबैठक के बादकोई भी स्पष्टीकरण नहीं दिया जायेगा(24/01/2018	11:00am
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	08/02/2018	4:00pm
4	Tender closing date & time/ टेंडर बंद होने की तिथि व समय	08/02/2018	4:00pm
5	Address for Bid Submission/ बोली जमा करने का पता	महाप्रबन्धक / General Manager, Resources Management Vertical, Small Industries Development Bank of India 4 th Floor, MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), Mumbai- 400 051 Phone: 022-67531100 / 67531302 Fax: 022-67531236	
6	Date & Time of Opening of Minimum Eligibility bid / न्यूनतम बोली खोलने की तिथि व समय	08/02/2018	4:30pm
7	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा	
8	Bid Validity/ बोली के वैद्यता	120 days from the last date of bid submission. बोली जमा करने की अंतिम तिथि से 120 दिन तक	
9	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	As mentioned in Para 2.12	
10	बयानाजमाराशि/ Earnest Money Deposit	` 4,50,000/- (Rupees Four Lakh Fifty Thousand only)	
11	टेंडरमूल्य/ Tender Cost	` 5,000/- (Rupees Five Thousand only)	

2. Introduction and Disclaimers

2.1 Purpose of RfP

The purpose of this RfP is to invite bids from reputed Bidders for implementation, migration and customization of the ALM solution for the Bank.

The contract duration is five years with one year Warranty and four years ATS thereafter. Bidder has to implement the solution at DC, DR and UAT site.

The 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 SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

2.2 Information Provided

The RfP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RfP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RfP document.

2.3 For Respondent only

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").

2.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from

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acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

2.5 **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, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient/ Respondent.

2.6 **No Legal Relationship**

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

2.7 **Recipient Obligation to Inform Itself**

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

2.8 **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.

2.9 **Acceptance of Selection Process**

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

2.10 **Errors and Omissions**

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

2.11 Acceptance of Terms

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

2.12 Requests for Proposal

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

Contact Person / Department	Designation	Email ID	Telephone
Resource Management Vertical	Department	rmd_mho@sidbi.in	022-67531100
Chinari Akhil Kumar	Asst. Manager	chinarik@sidbi.in	022-67531372
Atanu Bhattacharyya	AGM (Systems)	atanu@sidbi.in	022-67221491
S Sreepathy	DGM (RMV)	sreepathy@sidbi.in	022-67531291

- SIDBI may, in its absolute discretion, seek additional information or material from any respondents after the RfP closes and all such information and material provided will be taken to form part of that Respondent's response.
- 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.
- 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.
- SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

2.13 Notification

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

2.14 Proposal Ownership

The proposal and all supporting documentation submitted by the vendors shall become the property of SIDBI unless the bank agrees to the vendors specific request in writing, that the proposal and documentation be returned or destroyed.

3. Background

3.1 About SIDBI

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities.

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 98 offices located all over India. Detailed information on the functions of the bank is provided on the website www.sidbi.in.

3.2 Financial Support

Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions (PLIs), such as, banks, State Financial Corporations (SFCs), etc. for onward lending to MSMEs and (b) direct assistance in the niche areas like risk capital/equity, sustainable finance, receivable financing, service sector financing, cluster specific financial products, schemes and processes, funding for MSME infrastructure and funding for marketing activities.

3.2.1 INDIRECT FINANCE

- **Refinance:** The Bank provides refinance support to primary lending institutions (PLIs) comprising mainly banks together having a network of more than 1 lakh branches. Refinance is extended for (i) Setting up of new projects and for technology upgradation / modernization, diversification, expansion, rehabilitation, energy efficiency, adoption of clean production

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technologies, etc. of existing MSMEs, (ii) Service sector entities and (iii) Infrastructure development and up-gradation.

- **Micro Finance:** SIDBI's micro finance serves as a potent tool of inclusive growth and attainment of Millennium Development Goals by catering to the bottom-of-the-pyramid sections of the society. As a part of its responsible finance initiative, SIDBI has created a Lenders' Forum comprising key MFI Funders with a view to promote cooperation among MFI lenders for leveraging support to MFIs. Besides, SIDBI has developed a Code of Conduct Assessment (COCA) Tool, which applies to providing credit services, recovery of credit, collection of thrift, etc. undertaken by MFIs.

3.2.2 DIRECT FINANCE

SIDBI provides direct credit to MSMEs mainly to supplement and complement the efforts of banks and FIs in providing credit to the MSME sector. Focus of direct lending is mainly on the areas, where gaps exist or in clusters or in niche areas through product and process innovations. Some of the major financing schemes of SIDBI are as under:

- **Equity Assistance:** With a view to ameliorating the problems faced by the MSMEs in accessing growth capital, SIDBI had started the risk capital operations to support the growth requirements of a number of MSMEs including leveraging of senior loans, marketing / brand building, technical knowhow, etc. where bank loans are generally not available as such investments are non-asset creating. SIDBI offers the quasi-equity support which is collateral free, having higher moratorium on repayment and a flexible structuring.
- **Sustainable Finance:** As a part of its Green initiative, SIDBI has developed specialized loan schemes to promote energy efficiency (EE), cleaner production (CP) and environment protection in the MSME sector. These loans are under bilateral lines of credit from international agencies such as JICA, Japan; AFD, France; and KfW, Germany. These focused schemes have two pronged approach, i.e. concessional lending to encourage investment in green energy efficient investments and information dissemination to various MSME sectors. SIDBI's strategic partnership with World Bank (WB) and Bureau of Energy Efficiency (BEE), Ministry of Power, Govt. of India for financing energy efficiency in MSMEs has provided an impetus to EE based investments.
- **Service Sector Financing:** In view of the growing share and importance of service sector to national income, employment and entrepreneurial

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opportunities, SIDBI has focused on increasing the share of service sector portfolio in its business. SIDBI has negotiated new lines of credit for service sector with international funding agencies like World Bank and JICA, Japan.

- **Addressing Delayed Payments:** In order to help the MSMEs for quicker realization of their receivables, SIDBI fixes limits to well-performing purchaser companies and discounts usance bills of MSMEs / eligible service sector units supplying components, parts, sub-assemblies, services, etc. so that the MSME / service sector units realise their sale proceeds quickly. SIDBI also offers invoice discounting facilities to the MSME suppliers of purchaser companies.

3.2.3 RECENT INITIATIVES

- SIDBI Make in India Loan for Enterprises [SMILE] Scheme to make available soft loan, in the nature of quasi-equity to meet the required debt-equity ratio and term loan on relatively soft terms for establishment of new MSMEs, as also for pursuing opportunities for growth for existing MSMEs.
- India Aspiration Fund to boost the start-up Venture Capital ecosystem in the country. It will act as a Fund of Funds managed by SIDBI and will be contributing to MSME focused VCFs, which will enable them to raise private capital, thus enhancing the flow of equity to start-ups and growth stage MSMEs in the country.
- Make in India Fund to make our MSMEs world class manufacturing hub. Under the fund, concessional finance are provided to identified MSME sectors.
- Micro Units Development & Refinance Agency (MUDRA) to funding the unfunded by way of providing access to institutional finance to the small units.
- SIDBI has also set up various subsidiaries / associates to create an enabling ecosystem for MSME growth.
- Standup India Scheme to promote entrepreneurship among SC / STs and Women entrepreneurs.
- Start up India Scheme intends to build a strong ecosystem for nurturing innovation and start ups in the country that will drive sustainable economic growth and generate large scale employment opportunities.
- Receivables Exchange of India Ltd (RXIL) is a joint venture promoted by SIDBI and NSE has launched India's First Trade Receivables Discounting System (TReDS) - an online platform for financing of receivables of Micro, Small & Medium Enterprises.

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3.3 Promotional and Developmental (P & D) Support

- Promoting Youth Entrepreneurship through a website www.smallB.in to provide handholding guidance information on how to set up new units and how to expand the existing ones.
- MSME Advisory services like guiding new / existing entrepreneurs regarding availability of credit from banks, government subsidies, debt counselling.
- Loan Facilitation to MSMEs to help them avail credit from banks/FIs.
- Capacity building of smaller banks like Regional Rural Banks (RRBs) / Urban Cooperative Banks (UCBs) / District Central Cooperative Banks (DCCBs) banks to purvey credit to micro enterprises.
- Micro Enterprises Creation which aims at promoting viable rural enterprises leading to employment generation in rural areas.
- Entrepreneurship and Skill development through reputed institutions throughout the country, with special emphasis on women, weaker section, specific industry groups / service sector.
- Cluster Development to provide various Business Development Services (BDS), such as, new technologies, use of IT, skill development, energy efficiency, marketing, etc.

3.4 Operational functions

Overall operational functions of SIDBI are distributed among various verticals and cells. Broad functions in SIDBI are :

Table 3-1 Functions of SIDBI

Broad areas under (i) Financing and Allied Activities	
1	Direct Risk Capital assistance
2	Managing Fund of Funds, India Venture Board, National Innovation Finance Programme (NIFP)
3	Infrastructure financing,
4	Merchant Banking for MSMEs
5	Receivable Finance, Trade Financing and Factoring Services
6	Service Sector Financing
7	Indirect Finance, Assignment, Securitisation
8	Sustainable finance including EE funding and funding of cleaner technologies
9	Stressed Assets and NPA Management,
10	Direct Credit Operations (CCG),
11	Working Capital related products (CC/LC/BG etc.)
12	Coordination Cell for Product Review & New Products
13	Refinance-SFCs & Banks

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14	Indirect finance to NBFCs
15	Micro Credit operations (Funding of MFIs)
16	Treasury
17	Loan syndication Services, Credit Advisory Centres
18	Risk Management,
19	Economic Planning, Research & Publications (including MSME research), Annual Report
20	Internal Audit
21	Strategic Planning / Budgeting
22	Resource Management
(ii) Promotion Activities/Development etc	
23	Government Schemes Cell
24	Associate Institution Cell
25	Corporate Social Responsibility
26	International Consultancy, Project Management Division
27	Cluster development, Technical assistance
28	Central Coordination, Government Liaison and Parliamentary Committees/ Questions
29	Promotion and Development, capacity building of RRBs and UCBs
30	Customer Service Cell including Lead Management, MSE-CDP
31	SmallB and SIDBI Website
32	Insurance Marketing Cell
33	Energy Efficiency cell
34	Poorest States Inclusive Growth (PSIG) Project
(iii) Administration /HR/ Planning / others etc	
35	Business Process reengineering Cell
36	Premises Vertical
37	Administration, PF & Pension
38	HR & Training
39	Corporate Accounts, Taxation, Compliances
40	RBI Co-ordination
41	SIDBI MSME International Training Centre, e-learning modules
42	Management Information
43	Corporate Image Enhancement Cell
44	Information Technology
45	Implementation of Rajbhasha (Hindi) policy
46	Legal & RTI
47	Board Division
48	Staff Accountability / Disciplinary cases
49	Vigilance cell

3.5 Subsidiary/Associate Organizations of SIDBI

SIDBI Venture Capital Ltd. (SVCL) was set up in 1999 to give venture capital / private equity assistance, Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) set up in 2000 to provide collateral free / third-party guarantee free loans to micro and small enterprises (MSEs), SMERA Ratings Ltd. (SMERA) set up in 2005 to provide comprehensive ratings to MSMEs, India SME Technology Services Limited (ISTSL), set up in 1995 offers technology advisory and consultancy services, India

SME Asset Reconstruction Company Ltd. (ISARC) set up in 2008 for speedier resolution of NPAs.

MUDRA is a public sector financial institution for development and refinancing activities relating to micro units. MUDRA is a wholly owned subsidiary of SIDBI, incorporated by the Hon'ble Finance Minister while presenting the union budget for FY 2016.

National Credit Guarantee Trustee Company (NCGTC) was conceptualized with an objective to act as trustee and operate the various credit guarantee funds set up / being set up / to be set up by Government of India. NCGTC was established in March 2014 by Ministry of Finance, Government of India.

Receivables Exchange of India Ltd (RXIL) is a joint venture promoted by SIDBI and NSE has launched India's First Trade Receivables Discounting System (TReDS) - an online platform for financing of receivables of Micro, Small & Medium Enterprises. The TReDS Platform will enable discounting of invoices/bills of exchange of MSME Sellers against large Corporates including Govt. Departments and PSUs, through an auction mechanism, to ensure prompt realization of trade receivables at competitive market rates.

Please visit SIDBI website (www.sidbi.in) for complete list of subsidiary /associate organization of SIDBI.

3.6 IT Infrastructure-Existing Setup

3.6.1 Current Setup

SIDBI has its Datacenter at Mumbai and DR Site at Chennai. All the applications are hosted at Datacenter and the same are accessed over MPLS VPN. In the event of failure of Datacenter, DR Site is activated.

All the business applications have been deployed centrally at the Datacenter using VMWare, Citrix XenApp and Web Servers. Applications are accessed over WAN using Citrix web client or Internet browser. The client machines need to have Citrix web client and J-Initiator (Java utility) installed to access the applications. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering build at the virtualization / application level for VMWare, Citrix and Web Application servers as well.

3.6.2 Present IT Infrastructure

Table 3-2 IT Infrastructure Details

Infrastructure Type	Details of Components
Hardware	Servers (Tower, Rack & Blades with majority on Intel and few on RISC architecture), Routers, Switches, Backup Tape library, Security

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	devices, Video Conferencing End points, Biometric Attendance Systems etc.
Operating Systems	HP-UX 11.31 v3, Windows 2003/2008, Linux, Citrix XenServer Enterprise Edition for virtualization.
Backend database	Oracle 10g in RAC (Real Application Cluster), Oracle Data guard for DR replication of archive logs.
Application Servers	Citrix XenApp5.0, IBM Websphere and MQ-Series, Oracle Application Server
Web Server	JBoss, Apache Tomcat, IIS, IBM HTTP
Development Tools	Oracle Developer Suitever6, Java/JSP, Lotus Domino, IBM Rational
Enterprise Backup Solution	LAN based backup using Veritas NetbackupDataCenter 7.0
Antivirus S/w	Symantec A/v Enterprise Edition Ver.12
LAN	Data Center and DR site: L3 / L2 Switch based LAN at central sites. At Datacenter L3 switch is of Cisco and layer 2 is of HP/Cisco. At DR site, L3 is of Cisco and layer 2 are of Cisco/Dlink/HP.
WAN	Complete managed IP MPLS VPN from three service providers connecting all the locations. Primary link on wired or wireless with backup on CDMA/RF/3G (excluding Regional offices where dual service provider network is present). The entire WAN architecture is HUB and Spoke with HUB locations being DataCenter and DR Site. All routers installed are of Cisco 1900/2900/3900 series.
Security	Firewalls, Web Gateway Security, Antivirus, NIPS, SSL VPN etc
Business Applications	Website, Intranet portal, Business Application with details as given in subsequent paragraph of this document.

3.6.3 Business Applications

The application development, maintenance and support is done in-house or outsourced on need basis.

Most of the legacy applications have been developed (or ported to) in Oracle forms 6i (Client-Server mode) and are being used with oracle 10g database. Few applications have been developed on Java platform. SIDBI has also purchased and implemented software for some specific operations. Also some software have been developed using IBM Domino.

The architecture is client-server architecture with the business logic distributed in the client as well as in the database stored procedures and triggers.

All the applications have been deployed centrally at the Data Center using Citrix XenApp and Web Servers. Applications are accessed over WAN using Citrix web client or Internet browser. The client machines need to have Citrix web client and J-Initiator (Java utility) installed to access the applications. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering build at the application level for Citrix and Web Application servers as well. The central deployment of the applications allows for easy deployment of the new releases and patches.

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Application access over internet is enabled for selected applications for few customers and Bank's officers (on need basis), using Access Gateway. Bank has implemented the Biometric Authentication System (BAS) for internal users only.

An indicative list of applications is given below :

Table 3-3 Indicative List of Applications to be integrated with proposed ALM solution

S. No.	Application Name	Use of the Application	Platform
In-house Applications			
1	Direct Finance System (DFS)	Term loan management and accounting including Working Capital, bank Guarantee schemes and Non-treasury Investments.	Oracle Developer Suite ver 6 (D2K)
2	Receivable Finance Systems (RFS) / Invoice Discounting Scheme (IDS)	Bill / Invoice discounting management and accounting.	Oracle Developer Suite ver 6 (D2K)
3	Refinance Systems (all schemes)	Management and accounting of various Refinancing schemes to Banks/SFCs/SIDCs	Oracle Developer Suite ver 6 (D2K)
4	Resource Management System (RMS)	Term deposits and priority sector deposits.	Oracle Developer Suite ver 6 (D2K)
5	Management Information System (MIS)	MIS and Exposure monitoring system	Oracle Developer Suite ver 6 (D2K)
6	Payroll System	Salary processing software	Oracle Developer Suite ver 6 (D2K)
7	Common Administrative Payments (CAP)	Staff administrative payments, Reimbursements, Loans & Advances.	Oracle Developer Suite ver 6 (D2K)
8	Terminal Benefit System (TBS)	Managing terminal benefits like PF, Pension and Gratuity	Oracle Developer Suite ver 6 (D2K)
9	Credit Appraisal & Rating Tool (CART)	Application tracking, appraisal and rating.	J2EE
10	General Payment Processing System (GPPS)	Front-end voucher entry and inter-branch accounting	J2EE
11	Payment and Collection System (PnC)	Payments, collection management and daily fund management	J2EE
12	Fixed Asset Software / Centralized Depreciation System (CDS)	Dead stock management software	Oracle Developer Suite ver 6 (D2K)

S. No.	Application Name	Use of the Application	Platform
Outsourced / Off-the-shelf Applications			
13	Ideal - FIS (Credence)	Dealing Room Operations (Rupee)	
14	Ideal - FX (Credence)	Forex Dealing Room	
15	Flexcube GL / CIF	General Ledger & Customer information file (CIF)	
16	Risk Assessment Model (RAM) - CRISIL	Credit rating	
17	HRMS - Infotrack	Software for HR Management.	

3.7 IT Infrastructure Management

Presently, Data centre management is outsourced to EIT Services India Pvt. Ltd. (EIT) and Facility Management services is outsourced to CMS IT Services Pvt Limited (CMS). An IT Infrastructure Management Cell (IIMC) at SIDBI, Mumbai office has been setup. The IIMC Team comprises of a Program Manager from EIT, Operations Manager from CMS, resource personnel with appropriate skill sets in the respective support area viz. Help Desk & Remote Desktop management, Facility Management, Server Administration, Data Base Administration, Network and Security Administration (LAN & WAN), Mail and Backup administration, Vendor Management etc. On-site facility management services are extended to selected remote offices. For other remote offices, the FM services are extended remotely from IIMC and through weekly visits and on-call basis.

The application development, maintenance and support are done in-house or outsourced on need basis. Bank is in the process of collocating its DC and DR sites in near future.

4. 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.

Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables with quality under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information or any requirement is underestimated, not understood or not interpreted in right direction during preparation/submitting the response.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RfP shall be the governing document for arrangement between the Bank and the Bidders.

4.1 Guideline on Submission of Bids

The Bidders are required to comply with the following CVC guidelines:

- 4.1.1 Either the Indian bidder on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously in the same tender
- 4.1.2 If bidder submits bid on behalf of the OEM, the same bidder shall not submit a bid on behalf of another OEM in the same tender

The decision of SIDBI shall be final and binding in this regard.

4.2 Pre-Bid Meeting

- 4.2.1 The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RfP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained by the Bank after the pre-bid meeting.
- 4.2.2 It would be the responsibility of the Bidder's representatives to be present at the venue of the meeting.
- 4.2.3 Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the Critical Information

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sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

4.2.4 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 keep on checking the websites for any update before final submission of bids.

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

4.3 Amendment to the bidding document

4.3.1 At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.

4.3.2 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.

4.3.3 The amendment will be posted on the Bank's website (www.sidbi.in) and CPP portal (<http://eprocure.gov.in>).

4.3.4 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.

4.4 Language of Bid

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

4.5 Documents Comprising the Bid

The bid shall consist of Pre-qualification/ minimum eligibility criteria and Commercial bid.

4.6 Bid Currency

Bids should be quoted in Indian Rupee only.

4.7 Tender Form Cost

Non-refundable Bid Price of ₹ 5,000/- (Rupees Five Thousand only) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favoring

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'Small Industries Development Bank of India', payable at Mumbai must be submitted separately along with RfP response.

4.8 Earnest Money Deposit (EMD)

4.8.1 All the responses must be accompanied by a refundable INTEREST FREE security deposit of amount of ₹ 4,50,000/- (Rupees Four Lakh Fifty Thousand only) towards EMD.

4.8.2 EMD should be in the form of:

- Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai;

OR

- 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 – XIII EMD /BID SECURITY FORM.

4.8.3 Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

4.8.4 Request for exemption from EMD (Security Deposit) will not be entertained.

4.8.5 The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:

- Issue of Lol / purchase order 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; OR
- The RfP process is closed / scrapped by the bank.

4.8.6 Successful Bidder will be refunded the EMD amount / BG only after submission of Performance Bank Guarantee (PBG) by the bidder.

4.8.7 In case the submission of PBG is delayed, successful bidder shall extend the validity of BG towards EMD extended for a period of additional three months or till the date of submission of PBG whichever is earlier.

4.8.8 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.

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- In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish Performance Bank 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) tenders.

4.9 Deadline for submission of Bids

- 4.9.1** The bids must be received by the Bank at the specified address not later than the date/time specified in "Critical Information" section.
- 4.9.2** 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.
- 4.9.3** 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.

4.10 RfP Validity Period

- 4.10.1** Prices and other terms offered by Bidders must be firm for an acceptance period of 120 days from the last date of bid submission. .
- 4.10.2** In exceptional circumstances the Bank may solicit the Bidder's 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.
- 4.10.3** Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.11 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.

4.12 Modification And/ Or Withdrawal of Bids:

- 4.12.1** The Bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- 4.12.2** The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids

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4.12.3 No request for modification or withdrawal of Bid will be entertained after the deadline for submission of bids.

4.12.4 Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

4.13 Opening of Bids by the Bank

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

4.13.2 On the scheduled date and time mentioned in the 'Critical Information' section above, Minimum Eligibility will be opened by the designated Committee of the Bank in presence of Bidders' representatives in SIDBI, BKC, Mumbai. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a register / document evidencing their attendance.

4.13.3 If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening 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 bids in their absence.

4.13.4 The name of participating bidders and presence / absence of requisite EMD and Tender Form/bid cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of 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.

4.13.5 Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

4.14 Pre Contract Integrity Pact (IP) & Independent External Monitor (IEM)

4.14.1 IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

4.14.2 The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at Annexure - XV on the non-judicial stamp paper of requisite value (cost of stamp paper to be borne by the bidder) applicable at the place of its first execution

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4.14.3 The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri. Ashok Sinha (IAS Retd.) as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows :

Shri Ashok Sinha, (IAS Retd.)
13 Yayati, Sect-58A, Nerul (West)
Palm Beach Road,
Navi-Mumbai 400706
Email Id – asinha51@gmail.com

4.15 Public Procurement Policy on Micro and Small Enterprises (MSEs)

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

4.15.2 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).

4.15.3 Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.

4.15.4 Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a self attested certified copy of proof of Registration as MSEs / and ownership of the same by SC/ST along with the bid response to this tender/RfP.

4.16 Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorised 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 tender guidelines and as unacceptable.

4.17 Selection process

Successful Bidder will be selected through two bids evaluation process:

- 1) Pre-qualification / Eligibility Evaluation
- 2) Technical Evaluation

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3) Commercial Evaluation

4.18 Details of Documents to be submitted

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

Table 4-1 Submission of Bids

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	<p>Minimum Eligibility Bid</p> <ul style="list-style-type: none"> i. Bid Covering letter as per format prescribed in Annexure-I ii. General Information about Bidder as prescribed in Annexure-II iii. Response to Minimum Eligibility Bid as per format prescribed in Annexure-III iv. DDs/Instruments towards bid price v. DDs/Instruments towards Earnest Money Deposit (EMD) OR Bank guarantee towards EMD as per format prescribed in Annexure-VIII. vi. Bank Mandate Form as per format prescribed in Annexure-XI. vii. Manufacturer's Authorization Form as per format prescribed in Annexure-XVI. viii. Pre Contract Integrity Pact as per format prescribed in Annexure-XV 	One hardcopy and one softcopy on CD / pendrive	"Minimum Eligibility – ALM Implementation – (RFP No: 400/2018/1305/BYO/RMD Dated: Jan 16, 2018)"
II	<p>Technical Bid</p> <ul style="list-style-type: none"> i. Response to Technical Bid as per format prescribed in Annexure-XVII ii. Declaration regarding clean track record, as per format prescribed in Annexure-IV. iii. Letter of competence as per format prescribed in Annexure-V. iv. Power of Attorney as per format prescribed in Annexure-VI. v. Letter of Conformity as per format prescribed in Annexure-VII. vi. Non-disclosure Agreement as per format prescribed in Annexure-X. vii. Statement of Deviation as per format prescribed in Annexure-XII viii. Resource credential as per format prescribed in Annexure-XIV ix. Copy of Masked Commercial bid Annexure-IX x. EMD/ Bid Security Form as per format prescribed in Annexure-XIII 	One hardcopy and one softcopy on CD / pendrive	"Technical Bid – ALM Implementation – (RFP No: 400/2018/1305/BYO/RMD Dated: Jan 16, 2018)"
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Envelope No.	Bid Contents	No. of Copies	Label of Envelope
III	<p><u>Commercial Bid</u></p> <p>i. Response to Commercial Bid as per format prescribed in Annexure-IX.</p>	Hardcopy – One	“Commercial Bid – ALM Implementation – (RFP No: 400/2018/1305/BYO/RMD Dated: Jan 16, 2018)”

- b) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. Power of Attorney of the person authorized to sign the bid as per format given in Annexure – VI is to be submitted.
- c) The bidder to note that, under no circumstances the Commercial Bid should be kept along with other documents including pre-qualification bids. The placement of Commercial Bid in Pre-qualification Bid covers will make bid liable for rejection.
- d) The Bidder shall seal the bids in non-window envelopes, superscribing the nature of bid (i.e. Eligibility or Commercial). All the individual envelopes must be super-scribed with the following information as well:
 - e) Name of the bidder, Contact Name, Contact Number and e-mail id.
 - f) Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed

4.19 Important Points for Bid Submission

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

- a) Authorised signatory must sign all the pages of the response.
- b) Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- c) Faxed copies of any submission are not acceptable and will be summarily rejected by the Bank.
- d) Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- e) If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- f) The RfP is floated on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted

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on SIDBI website and CPPP. Bidders must have close watch on SIDBI website and CPPP during the intervening period before submitting response to RfP.

g) The envelope(s) shall be addressed to the Bank at the address given below:

The General Manager (RMV)
MSME Development Center
Resource Management Vertical (RMV)
Small Industries Development Bank of India
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051

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

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5. Scope of Work

SIDBI wishes to put in place comprehensive IT solution for management of its Asset and Liability Management (ALM). Towards this SIDBI wishes to select competent vendor who would be able to deliver the right solution and integrate the same with existing business application of SIDBI as identified in **Table 3-3**.

The bidder should have qualified professionals to implement the system successfully. The bidder should be capable of providing a total integrated solution for implementing the above solutions, including but not limited to supply and installation of third party utilities, testing and providing interfaces required for the solutions. The solution should be deployable in separate development, test and production environments. All the components of proposed solution (software, etc.) in the DC site should be replicable at the DR site (except for test and development environment). The proposed solution should have full capability to support database-database and storage-storage replication between DC and DR with a recovery point objective (RPO) and a recovery time objective (RTO) of the bank. The replication between DC and DR should be possible in both directions.

Bidders are required to note that the requirements mentioned above are indicative. Detailed requirements will be shared at the time of SRS.

Bidders are required to note that all changes due to Regulatory Requirements need to be factored for the entire tenure of the contract.

5.1 Components to be Implemented

Supply and implementation of the proposed ALM solution for meeting requirements as per scope of this RfP.

Please Note::

1. Bidder should also propose details of hardware/ OS, Networking equipments, Third Part tools (If any) both at DC and DR as a part of the overall proposal.
2. Bidder should provide for three environments under the scope of this RfP i.e. DC, UAT and DR. DR should be considered at 50% of DC capacity.

5.2 Asset & Liability Management (ALM)

5.2.1 Details of ALM requirement

SIDBI would require a powerful ALM tool to manage its Liquidity and forex risks. The tool would need to provide features & functionality in ALM related areas. Detailed list of required features and functionalities are given in **Annexure - XVIII**.

The ALM system would need to provide planning / forecasting / analytic / simulation

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tools to model and manage liquidity and forex risks of the Bank. It would also need to support all the ALM related regulatory reporting.

The ALM solution would require tight integration with the GL application as well as with other applications that would generate cash flow data viz., business applications like Direct Credit, Bills Discounting, treasury application, forex, dealing room application, resource raising application, indirect finance applications, etc

However, it will be necessary to implement ALM solution and integrate with existing business applications. . List of such identified source applications, which are required to be integrated with the proposed ALM solution, are elaborated in **Table 3.3**. Implementation will also include well-defined user friendly interfaces and support of the vendor to integrate ALM solution with the new application/ processes of the IT Solution (if any), provided the implementation of such application(s)/ processes impact liquidity and forex risks of the Bank .

5.2.2 Functional Scope

- i. Standard and user defined Payment patterns
- ii. Amortisation type for cash flow modelling – supports conventional amortisation (EMI), principal only payment, balloon payments and amortisation for floating rate instruments, negative amortisation, rule of 78s etc.
- iii. Reprice Gap Analysis – Regulatory and Management
- iv. Liquidity Gap and Interest Rate Sensitivity Analysis – Regulatory and Management
- v. Modified Duration Gap Analysis – Regulatory and Management
- vi. Dynamic Liquidity and Interest Rate Sensitivity Analysis – Regulatory and Management
- vii. Deterministic Scenario Analysis from earnings and economic value perspective
- viii. Stochastic Scenario Analysis from earnings and economic value perspective
- ix. Stress Testing for interest rate and liquidity risk – Regulatory and Management
- x. Forecast Income Statement and Balance Sheet Analysis
- xi. Liquidity Ratios Analysis including Basel III Liquidity Ratios (Liquidity Coverage Ratio, Leverage Ratio and Net Stable Funding Ratio)
- xii. Exposure and average yield/cost analysis
- xiii. Contingency Funding Plan
- xiv. Deployment of models for behavioral analysis for amortization pattern of non-maturity products,
- xv. Prepayment/ premature withdrawal patterns, Roll-over pattern of Term Deposits and devolvement pattern of Letter of Credit/Bank Guarantee.
- xvi. New business characteristics – to define the characteristics of the new business in terms of Term distribution of new business added during each forecast period ; pricing linked to market / interest / rates.
- xvii. Calculation of sensitivity to movements in interest rates through multi-currency – ability to define currency as a dimension in current balance sheet and assumptions

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- ; ability to forecast exchange rates ; currency gain / loss calculations ; detailed and consolidated results.
- xviii. Deposit report and report on top depositors.
 - xix. Value at Risk (VaR) and Earning at Risk
 - xx. Risk Coverage strategies (hedging) – provision for definition of ‘hedge’ products to evaluate hedge strategies ; separate definition of hedge instruments ; unlimited transaction capabilities.
 - xxi. Assumption management
 - xxii. Generation of funds transfer rate and transfer charge/credit at customer account level
 - xxiii. Net Interest Income analysis on the basis of Customer / Account / Branch / Line of business / Product / Region / Entity.
 - xxiv. Fee Income analysis on the basis of Customer / Account / Branch / Line of business / Product / Region / Entity.
 - xxv. Allocation of non-interest expenses from cost centers to profit centers -- From-To analysis for allocated costs / Absorption costing and standard costing / Allocation of capital to Line of business / Branch / Product / Customer / Account
 - xxvi. Net Income analysis across – Customer / Account / Branch / Line of business / Product / Region / Entity / Employee
 - xxvii. Customer / Product/ Account / Line of Business (SBU) / Branch / RO Level Profitability Analysis
 - xxviii. Total Organisational Level Profitability Analysis
 - xxix. Cost of Fund by Customer / Product/Account Line of Business (SBU) / Branch / RO Level Profitability Analysis
 - xxx. Reports, MIS & dynamic query
 - xxxi. The total number of reports and dashboards that the Bank wants to configure through the ALM is approx. 10

5.2.3 Customization

- i. The bidder is expected to address the change requirements arising from the new reporting stipulation coming from the regulator during the entire tenure of the contract.
- ii. The Bidder is expected to undertake a detailed current system and procedures assessment for the Solution. The Bidder is expected to document the current state assessment and get the same reviewed and approved by the bank. The Bidder is also expected to identify the current state gaps between the procedures and practices followed by the Bank with the integrated ALM solution being implemented and get the same reviewed and approved by the Bank.
- iii. The Bidder needs to provide all statutory and regulatory reports as required by the regulatory institutions. The Bank will not pay any additional customization costs either for gaps observed as given above and/or gaps observed for statutory or regulatory reports as required by the Bank.

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- iv. The Bidder is expected to provide a resolution to all gaps observed during Functional Requirement, Product Demonstration, Current Systems Study, **Training**, User Acceptance Testing (UAT), Business Process Definition (BPD) and subsequent roll out for all the proposed solutions. The cost of customization should be included in the price bid.
 - v. Over and above the Bank, standard reports specified in Report requirement, the Bidder must additionally provision for configuration/customization/development and delivery of a total of 10 reports/MIS from the Solution. Bank at its discretion may avail the development of any reports/MIS from the Solution. The Bidder has to provide a onetime cost for development of the 10 reports from the Solution in the Bill of Materials. The Bank will pay the proportionate amount to the Bidder based on the number of reports delivered on a pro-rata basis post the satisfactory acceptance of the reports by the Bank.
 - vi. The Bidder will have to ensure that the software provided as part of the Solution project meets all the requirements described in detail in the functional and technical requirements and to carry out all customizations or development work as maybe required by the Bank at no additional license charge/fees/expenses. The Bidder will have to provide all the MIS reports as per the requirements of the Bank.
 - vii. The Bidder will have to carry out all the customization related work at the premises of the Bank. The customization work can be carried at off-site after taking banks approval in case the customization cannot be carried out at the Bank premises. The Bank will have to be a party to the Functional Requirements Specifications sign-off, UAT, UAT sign-off, Installation sign-off and Implementation sign-off. The Bidder will have to install and commission the software for customization and support UAT as per Project Plan defined in this RfP, failing which the Bidder will have to be liable to pay the Bank the applicable penalty for delay as specified in Section detailing Liquidated Damages in this RfP. The Bidder will have to provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software free of any fees or charges or any expenses.
 - viii. The Bidder will have to document and submit to the Bank all the testing activities, procedures and results.
 - ix. The Bidder is required to ensure that the software provides interfaces to the other existing application systems and solutions. Applications and solutions implemented by the bank in future will be interfaced/ integrated.
 - x. The Bidder will have to provide the Bank weekly progress reports on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems whether reported by bank or Bidder staff.
 - xi. Customizations would be both with respect to the proposed solution and interfaces that the Bank proposes to implement through the selected Bidder.

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- xii. The Bank may require the Bidder to address additional requirements that are other than the following:
 - ✓ Bug fixes
 - ✓ Gaps found during base version testing
 - xiii. The Bank will compensate the Bidder on the basis of a man day rate that will stay fixed through the contract period. This rate has to be provided by the Bidder in the Bill of Material. For TCO evaluation purposes, the man month rate will be multiplied by 6 for all bidders.
 - xiv. Additional Software Customizations and Enhancements that would be provided based on future requirements at additional costs shall not attract ATS / AMC.

5.2.4 Gap Identification and Resolution

- i. The Bidder will provide the Bank with the gap identification report along with the necessary solutions to overcome the gaps and the time frames.
- ii. The Bidder will ensure that all gaps identified at the time of system testing will be immediately resolved.
- iii. The Bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, consultants or any other third party agency engaged by the Bank will be immediately resolved.
- iv. The Bidder shall resolve gaps by proposing a suitable work around or customizing the proposed solution by way of modifications/enhancements, as necessary, to the proposed software solution.
- v. The Bidder shall provide all statutory, regulatory and ad hoc MIS (Management Information System) reports as required by the Bank in the desired format during the initial phase of customization process.
- vi. The Bidder shall provide for all subsequent changes to reports as suggested by the statutory and regulatory bodies from time to time immediately to the Bank at no additional cost to the Bank during the contract period.
- vii. The Bidder shall provide for a flexible report writer utility and train the Bank personnel in using the same.
- viii. The Bidder will give adequate time to the Bank for reviewing the gap report
- ix. The Bidder will incorporate all the suggestions made by the Bank to the gap report.
- x. The Bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the time lines agreed, for the implementation and roll out.
- xi. The cost of all customizations as mentioned above is required to be included in the price bid and the Bank will not make any additional costs for such effort till project goes live. While costing the customization effort required, the Bidder should exclude the effort required from the Bank.
- xii. The Bidder is expected to document all gaps observed by the Bank at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.

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5.2.5 Interface & Integration Requirements

- i. Extraction of data from the given source systems interface requirement shall be done by the Bidder, without any extra cost. The Bank will provide all necessary support and access.
- ii. The bidder would need to carry out the transformation and loading of the data.
- iii. Banks current source systems and solutions to be procured in future, are mentioned in this RfP
- iv. Bank may implement solutions in future, the bidder is required to interface the future applications and carry out the transformation and loading of the data at per Man-month cost, mentioned in this RfP.

5.2.6 Involvement of the OEM

- i. If requested by the Bank, the Bidders must share a copy of the back to back arrangement with OEM with the Bank.
- ii. Bidder cannot form consortium with any other firm for this project. All resources should be on the pay roll of the Bidder.

The OEM should be committed to the success of the project during actual implementation. The OEM involvement in the overall implementation, support, sustenance, etc., must be obtained by the bidder and as per the scope of work defined in this RfP. The same should be reflected in the Teaming agreement as part of the implementation effort of the OEM. The following shall be the responsibilities with respect to OEM involvement during the contract period:

- i. Review of Business Requirements Specification (BRS) document, taking into account all quantitative and qualitative aspects related to configuration of the solution from an industry leading practices perspective and in tune with regulatory guidelines.
- ii. Review of solution architecture to assess the extent to which same will support business requirements and review gaps/ customizations, if any
- iii. Review of information requirements and supporting processes w.r.t completeness and quality
- iv. Review of functional configuration in Oracle system by duly benchmarking against defined scope and business requirements
- v. Review of test strategy, scenarios and test cases developed for supporting the configuration for conducting UAT of the solution configured
- vi. Review of UAT environment, plans, mapping of test cases and functional requirement specification and tracking mechanism for resolution of issues
- vii. Review transition plan and approach .
- viii. Bidder shall furnish teaming agreement with OEM (20 days of effort) for the above scope of work and submit the same as part of the bid.
- ix. BRS Review report with recommendations for resolution of gaps across all modules of the Oracle system.

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- x. Review Report on solution architecture and information requirements with recommendations for resolution of gaps.
 - xi. Report on functional configuration check done in Oracle containing the observations on UAT test strategy, cases and scenarios, UAT plan.

The Bidder should further provide the deliverables and sign off for each of the deliverables at various milestone stages of migration, upgradation, customization and implementation.

Further, the Bidder should arrange for sign-off by OEM for each of the project milestones of migration, upgradation, customization and implementation.

5.2.7 Auditing

All actions and activities performed within the system should have a full audit trail that not only simplifies troubleshooting and problem resolution but also provides an audit document to pinpoint accountability. The application architecture should also provide for easy drill down and scale up of information. Business logic should be available and verifiable "as of" a particular point in time to support comprehensive auditing requirements. There should also be proper audit trail of addition, deletion, modification, activation, deactivation etc. of users and their system rights. In addition there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, date and time stamp.

5.2.8 Training

- i. Bidder shall train designated Bank officials on the configuration, operation/functionalities, maintenance, support & administration for software/ hardware/ Database/ OS/ Middleware, application architecture and components, installation, troubleshooting processes of a proposed solution.
- ii. Bidder should provide Bank specific training material designed considering its requirements. Training material so provided will be subject to review and sign-off by the Bank as a project deliverable. Towards this, bidder should station experienced business and technical analysts at the premises specified by the Bank.
- iii. The Bidder will be responsible for training the Bank's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, database management etc. The training should cover the following areas (but not limited to):
 - Functionality available in the solution including logic and methodology
 - Customization development
 - Parameterization & configuration.

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- Data Migration / Interfacing (data mapping, field validations, default values, gaps in data migration, manual data entry programs etc.) , Techniques for Slicing and dicing of data, information, and output
 - Impact analysis
 - Techniques of generating various reports including MIS / EIS reports, from the solution provided
 - Techniques for generation, view and reporting of intermittent results
 - System and Application administration including but not limited to creation of user, user groups, assigning rights, System Information Security Settings etc
 - Deployment of various products / packages as part of the solution
 - Log analysis and monitoring
 - Auditing techniques including generation of audit trail reports;
 - Advanced trouble shooting techniques;
 - Deployment of various processes, risk / finance reporting and identification procedures, application of controls, analysis procedures provided as part of the solution.
 - Techniques of Customization, development and configuration of required reports including ad-hoc reports from the solution provided.
 - Development and deployment of new functionalities using the proposed solution.
- iv. The key training requirements are mentioned below. The Bidder has to quote for the complete cost for conducting the training for the Bank's users as given below:

Sl. No.	Training Type	Min. No. of Days/ Weeks per Batch	No. of Participants/ Batch	Batches
1	Executive Awareness	½ day	10	1
2	Core Team training	2 days	5	2
3	Technical Users training	3 days	5	1

- v. All the trainings would be held at Bank's premises at Mumbai and the Bidder has to organize the trainer/s for the same.

5.2.9 Minimum level of training to be provided

- i. Bidder will be responsible to develop training and reference materials for all the functionality of the software. Training / reference materials should be designed separately for operational staff / user, IT department and senior management. Training material should comprehensively cover all the functionality of the proposed solution and be written in a user friendly

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- manner with use of graphs, processes flows, screen-shots of the actual system functionality etc.
- ii. Bidder should provide Bank specific training material designed considering its requirements in this RfP. Training material so provided will be subject to review and sign-off by the Bank as a project deliverable.
 - iii. Training Study Material for each program in soft copy and hard copy shall be provided by successful Bidder to the Bank.
 - iv. The Bidder has to transfer knowledge to the Bank official in all areas as per requirements of the Bank which is necessary for smooth functioning and maintenance of application by Banks officials.
 - v. The Bidder has to ensure that there is maximum online help available for each functional area within the Solution post go live of the application for every user of the Bank.
 - vi. All the manuals and training materials will be provided as two sets of hardcopies and two sets of softcopies on separate CDs.

5.2.10 System Integration Testing & User Acceptance Testing

- i. The Vendor should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.
- ii. System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the vendor to the Bank. The UAT includes Functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. Bank staff / third party vendor designated by the Bank will carry out the UAT. Such staff / third party vendor have to be trained on-site by the vendor for the UAT purpose. The vendor should carry out other testing like resiliency/benchmarking/load etc. and should submit result log for all the tests to the Bank.
- iii. The acceptance of the solution shall be provided by the Bank on successful completion of all the desired objectives /deliverables as specified in this RfP.
- iv. On satisfactory completion of the above tests, the acceptance letter for completion of UAT will be issued to the vendor by SIDBI.

5.2.11 Technical and Functional Documentation

- i. Following documents should be delivered by the vendor to the Bank for every software including third party software before the solution becomes operational, which includes user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification document, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database

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- administrative documents, debugging/diagnostics documents, test procedures etc.
 - ii. Conduct detailed study and submit System Requirement Study (SRS) document, which is to be signed off by the Bank.
 - iii. Implementation architecture
 - iv. Documentation of the solution reflecting features and functionality of the solution.
 - v. Integration methodology with legacy applications of the Bank should be well documented and submitted.
 - vi. Training material – Administration and Operational
 - vii. Any change introduced in the solution by way of redesigning formats / code level changes, etc., needs to be documented and submitted to the Bank.

5.2.12 Services

- i. All professional services necessary for successful implementation of the proposed solution will be part of the RfP. These services should include, but are not limited to Project Management, Training, Deployment methodologies etc.
- ii. Bidder should deploy the resources with relevant skill and experiences during the contract period as per the scope of this RfP.
- iii. Bidder should arrange to implement patches, upgrades for Solution including all software components as and when released by the OEM or as per requirements of the Bank. Patches / upgrades should be provided free of cost during warranty / ATS period.
- iv. Bidder should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.
- v. OEM should ensure to provide all products updates, upgrades & patches free of cost during warranty /ATS period.
- vi. The Bidder should keep the Bank informed about the end of support dates on related products / hardware well in time and should ensure a support during warranty and AMC/ATS period.
- vii. All minor changes including bug fixes have to be carried out by the Bidder free of cost during the support period. For major changes that have not been shared by SIDBI in the initial stages and which require efforts to rectify, bidder should provide detailed effort estimates to the Bank including the code change requirements/customization requirement, affected applications, resource requirements, testing requirement, time required to implement the changes etc.
- viii. Additional responsibilities of Bidder during Support/ATS period:

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- a) The Bidder shall consider and envisage all services and associated cost that would be required in the maintenance of all the applications and interfaces provided, developed, modified etc.
 - b) The personnel being deployed by the Bidder for support services should have relevant experience and should be able to maintain and manage the solution.
 - a) All the software items provided by the bidder should be of enterprise version and on perpetual basis. The Bank shall have the right to use the software provided /installed /configured by the bidder/vendor and/or software application systems supplied under this contract after the expiry of the period and the Bank shall be at liberty to use/run the said software solutions with the help/support of its in house IT Team or through any other outsourcing service agencies. The Bidder/Vendor shall not have any right to question or object for continuation of the use of such software or software solutions irrespective of entering into any ATS with the Bidder/Vendor after the expiry period or not. The Bank will decide at its sole discretion after expiry of the period under this contract either to enter into an ATS with the vendor or not. The bidder/vendor shall not have any right to challenge the decision of the Bank in any manner or in any proceedings.cuments

5.2.13 Project Management Plan

The bidder is required to adopt a comprehensive and effective project management methodology together with efficient and reliable tools. The bidder shall prepare a detailed and comprehensive Project management Plan approved by OEM. The above project management plan shall address the following minimum requirements:

- i. Define an organized set of activities for the project and identify the interdependencies between them.
- ii. Establish and measure resource assignments and responsibilities.
- iii. Construct a project plan schedule with milestones.
- iv. Measure project deadlines and performance objectives.
- v. This plan document shall include:
 - a) Project Organization and Management plan
 - b) Software Design and Customization plan
 - c) Implementation plan
 - d) Pre-commissioning, Operational and UAT Plan
 - e) Design, Delivery and Installation Plan for Servers and Storage
 - f) Training Plan

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- g) Resource planning and loading for each phase/activity.
 - h) Technical Support Plan
 - i) Quality Plan with Quality Assurance and Control Process details which must include (but not limited to) detailing on Metrics, Reviews, Problem Reporting and Corrective action etc.
 - j) Technical and Operational Process which must include (but not limited to) detailing on Methods, Tools, Techniques etc.
 - k) Contingency Plan document containing emergency response procedures, backup arrangements and post-disaster recovery plans, procedures and responsibilities in compliance with the BCP of the Bank.
- vi. During the project implementation, the vendor shall report the following:
- a) Results accomplished during the period (fortnightly).
 - b) Cumulative deviations from the schedule as specified in the finalized Project Plan on a monthly basis.
 - c) Corrective actions to be taken to correct the deviation in the schedule.
 - d) Other issues and outstanding problems and actions proposed to be taken.
- vii. Progress Reports.

The Project plan prepared by the bidder would be reviewed by Bank. The vendor would update and maintain the project plan throughout the duration of the engagement.

The bidder shall create and maintain all project documents that would be passed as deliverables as per the agreed project timelines. The documents created by bidder will be reviewed and approved by the Bank. The Bank would also approve any changes required to these documents during the course of the project.

The project documents should cover the following:

- a) Inception Report containing the Detailed project plan
- b) Functional Requirement Specification
- c) System Requirement Specification
- d) All test plans. test cases, test input data set and test results
- e) Training and Knowledge Transfer Plans
- f) Detailed Hardware specifications and related hardware configuration document
- g) Roll Out Completion Report
- h) SLA and Performance Monitoring Plan
- i) Issue Logs

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The bidder shall submit a list of deliverables at the beginning of the project. The bidder shall prepare the formats/templates for each of the deliverables upfront based upon industry standards and the same will be approved by Bank prior to its use for deliverables. All project documents are to be kept up-to-date during the course of the project.

5.2.14 Testing

- i. The Bidder shall prepare Test Cases and Test Plans based on the gap analysis and other requirements as per the RfP.
- ii. The Bidder shall assist the Bank in conducting the UAT by providing test plans, scenarios and resolving gaps.
- iii. The successful bidder shall provide technical support for the software application systems supplied under this contract, and will have overall responsibility of the performance, functionality and operation of the systems under this contract. Any supporting software provided/installed/configured by the bidder shall be maintained /fine-tuned/ parameterized by the bidder, from time to time, so that the solution delivers optimal performance.
- iv. Security features should meet the standards and procedures as per Bank's IT Security Policy.
- v. The bidder shall provide the Bank with the proper backup and recovery procedure, with necessary documents so as to meet any exigencies.
- vi. The bidder shall ensure that all verification processes in the software solutions are governed by maker checker controls.
- vii. The bidder's overall responsibility includes offering suitable framework, supporting software solution, impart necessary training and supply the required documentations / manual.
- viii. The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.
- ix. Conduct system integration testing to verify that all system elements have been properly integrated and that the system performs all its functions. Bidder shall be responsible for setting and maintaining the test environment during the entire period of project implementation. The bidder will ensure that test environment configuration and parameterization for conducting the UAT is in line with Bank's requirements. The bidder shall ensure that the test environment has the

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- same configuration and functionalities as that of the production environment.
- x. The Bidder will assist the Bank in analysing / comparing the results of UAT.
 - xi. The Bidder will be responsible for maintaining appropriate program change control and version control of the system as well as documentation of UAT and change of configuration and parameterization after making changes in the system. All errors, bugs enhancements/ modifications required during and after testing will be resolved within the overall timelines for implementation.
 - xii. The Bidder shall be responsible for using appropriate tools for logging, managing, resolving and tracking issues and its progress, arising out of testing and ensuring that all issues are addressed in a timely manner to the satisfaction of the Bank.
 - xiii. Bidder shall provide the Bank specific training material designed considering its requirements. Training material so provided will be subject to review and sign-off by the Bank as a project deliverable.
 - xiv. The Bank proposes to conduct UAT for the solution for the purpose of ensuring that all the functionalities required by the Bank are available and are functioning accurately.
 - xv. The Bidder will convey to the Bank that all the customizations that are required for "Go Live", as agreed upon and signed off by the Bank are completed and the solution is ready for testing.
 - xvi. The Bidder shall provide the test environment to the Bank at all times. The bidder shall install the required components to set up the required test & development server at DC at the desired testing centre of the Bank for the purpose of testing.
 - xvii. The Bank plans to use the testing environment throughout the period of the contract.
 - xviii. The Bidder will be responsible for preparing detailed test cases including test data.
 - xix. The Bidder will assist the Bank in conducting all the tests and analysing /comparing the results. Bidder shall provide adequate full time resources conversant in all business areas, for trouble-shooting and resolving defects during the entire UAT process.
 - xx. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them within the UAT approach and guidelines formulated between the Bidder and the Bank. The resolution timelines will be completely aligned to the project timeline of this RfP.

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5.2.15 Data Migration

This section describes the scope for Data Migration to the new integrated PROPOSED ALM solution. The Bidder may quote for a one-time cost for this activity, as detailed in the commercial bid. The overview of the tasks pertaining to data available in electronic format is as follows for the Bidder:-

- i. Formulating the Data Migration strategy and process documentation.
- ii. Performing data mapping exercise with the existing electronic data vs. new proposed ALM application.
- iii. Providing checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity.
- iv. Developing a Data Extraction tool
- v. Furnish the data in a format that can be loaded into the proposed ALM solution.
- vi. Perform the Data Upload activity.
- vii. Assist in performing checks to ensure data migration success (by way of providing comparator tools, etc).
- viii. Major Requirements:
 - a) The Bidder has to provide the Data Extraction tool version of existing applications. If required the tool will be customized by Bidder to meet the Bank's specific needs.
 - b) Bidder will need to understand the file structure requirements of the existing applications. Bidder will have to provide facility in the tool to generate data files in the structure as required for upload to the new proposed ALM application.
 - c) Data will be extracted from existing systems & manually captured data files in the flat file/required file format. These flat files/required files will be validated and uploaded, the upload process will generate Exception, Error and Control reports to facilitate rectification of the data loaded.
 - d) Bidder will be responsible for formulating the "Data Migration Strategy" and process documents.
 - e) All comments and suggestions of the Bank must be incorporated in the Data Migration Strategy and process documents before obtaining sign-off.
 - f) Bidder may associate the Bank's personnel proficient in the legacy systems for assistance during the data migration exercise.
 - g) Identify areas of data mapping and suggest data requirements for the gaps identified.

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- h) In the event of any gaps in the field mapping reports, the same would be discussed with the Bank and the agreed solution would be documented by Bidder and signed off from the Bank at no additional cost to the Bank. Bidder would give the Bank adequate time for the review of the agreed solution and incorporate the modifications as suggested by the Bank, Bidder shall ensure that workarounds or default values moved to the production database (or final output files) as a result of gaps in the field mapping are duly taken care of after successful migration to new proposed ALM solution and the Bank officials informed of the same in writing.
- i) It will be the responsibility of Bidder to ensure complete data cleaning and validation for all data being migrated to the new proposed ALM solution.
- j) The data upload tool has standard reports for reconciliation of the migrated data. Similar reports will have to be developed on the source system to facilitate end-to-end reconciliation of the migrated data. The Bank will perform checks on migrated data and reconcile the control reports to ensure that the data migration is successful.
- k) Bidder will be responsible to massage the data as per the software/upload format required by the solution.
- l) It will be the responsibility of Bidder to convey to the Bank, well in advance from the date of migration and signoff, all the mandatory fields required for the functioning of the proposed applications that are not available in the existing application and those that need to be obtained by the Bank.
- m) In the event of the Bank being unable to obtain all the mandatory fields as conveyed by the Bidder, the Bidder shall suggest the most suitable workaround to the Bank. Bidder shall document the suggested workaround and sign-off should be obtained from the Bank for the suggested workaround.
- n) Bidder has to ensure that only experienced personnel who have past experience in data migration activities are deployed for data migration process. Bidder will be responsible for uploading the data entered by the Bank through the manual data entry screens, programs/applications.
- o) Bidder shall ensure that sufficient training is imparted to the data migration team of the Bank with regards to but not limited to data

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structure, field mapping requirements, field validations, default values and gaps in field mapping reports.

- p) Bidder shall develop the data conversion programs to convert Bank's data to required upload format. Bidder shall perform mock data migration tests to validate the conversion programs.
- q) Bidder will be responsible for assisting the Bank in conducting the acceptance testing and in verifying the completeness and accuracy of the data migrated to the proposed ALM solution.
- r) The Bank or its consultants may, at its will, verify the test results provided by the Bidder.
- s) The Bank reserves the right "to audit"/"appoint an external auditor to audit" the process of data migration and/or the completeness and accuracy of the data migrated during the entire exercise of data migrations. The Bidder has to facilitate audit at no additional cost to the Bank.
- t) Any gaps/discrepancy observed will be reported in writing to Bidder, who will act upon them and resolve the same immediately or within 5 working days from the day of reporting the same
- u) Bidder will be responsible to develop control reports for verification of the data both before and after migration.
- v) Bidder has to provide data comparator tools for the purpose of checking the source and target data for data migration success.
- w) Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them immediately.
- x) The Bidder will be responsible for performing functional UAT and integrated UAT on minimum two snapshots.

5.2.15.1 Data Migration Activity Timelines

- i. Bidder shall provide Data Migration services until the data is migrated successfully into the production environment of the proposed ALM solution and the Bank goes live on the same.
- ii. Bidder shall provide dedicated on-site support during the data migration exercise in the mock/staging environment.

5.2.16 Security Configuration, Monitoring and Audit

- i. The baseline security configuration of the software/hardware/other applications should be done by the bidder and the Banks internal policy.

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- ii. Compliance with security best practices should be ensured by the Bidder. Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator or Bank. These audits plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls. Bidder should be facilitating the same.
 - iii. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance Measurement systems (both manual and automated) audited without prior approval / notice to the Bidder to meet the current volumes as well as the future scalability requirements.

The vendor shall be bound to provide the agreed service levels. Service Levels will include Availability measurements, Performance parameters, call resolution time, etc. Bank requires the Bidder to provide reports for all availability and performance parameters and a log of all issues that have been raised and Closed/ Pending Closure by the Bidder. The frequency of these reports would be Weekly, Monthly, Quarterly and Yearly as mutually agreed. Apart from reports on each availability and performance measurement parameter mentioned below, the reporting should also include the following:

- a) Utilization of CPU, RAM, Hard Disk, (Peak and Average)
 - b) CPU utilized percentage by the system and user activity.
 - c) Percentage of physical memory utilized by system and user processes.
 - d) Problem Trends
 - e) Call Resolution Time
- iv. Audits will be done as required by Bank and will be performed by Bank or Bank appointed third party agencies.
The bidder is bound to provide on-site support to meet the requirements specified in this RfP. If the services rendered by the system falls short of

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standards stipulated in this RfP, the bidder should provide all necessary assistance to the Bank.

The Bidder should maintain a log of the internal review of all the deliverables submitted. The logs shall be submitted on request. All project documentation shall conform to the highest standards of software engineering documentation. Considering the data marts in the areas of Risk / Finance, Vendor is expected to provide Data dictionaries, process flow document, and data flow document and whenever system related information, sample data, data extracts are called for, the support will be provided to the Bank.

5.2.17 Project Documentation and Manuals

Soft copies of User and Technical manuals are to be provided for all the functionalities/modules/ /tools proposed for the solution separately. In addition, online help with search option has to be made available for all users for all applications.

Bank will require the Bidder to follow worldwide practice and international standard for the documentation for the entire System Development Life cycle and provide the same. All such documentation and manuals will be kept up to date with proper version control during the entire contract period. Bank may require the bidder to deliver the following documents (in addition to standard documentation from OEM) both in hard and soft copy to Bank during development and implementation of ALM solution

- i. Installation Document
- ii. System Requirement Specification Document
- iii. Architecture Document
- iv. Risks and Mitigation Document
- v. Gap analysis Document
- vi. Data requirement Document
- vii. High Level Design Document
- viii. Proof of Concept for the ALM
- ix. Low Level Design Document
- x. Test Plans
- xi. Comprehensive Test Cases Document
(Unit, Integration and SIT Test Cases)
- xii. Security Management Guide
- xiii. User Management Guide
- xiv. Configuration Document

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- xv. Operational Manual
- xvi. Operational Acceptance Checklist

5.2.18 Warranty & Annual Technical Support (ATS)

- i. The Bidder shall consider and envisage all services that will be required for the maintenance of the system. During warranty and ATS period, the vendor will ensure smooth functioning of the solution.
- ii. Warranty and ATS will cover software support for all components of the software products supplied under this tender. All upgrades, updates, patches, new version releases will be provided during ATS period free of cost and will also be applied and implemented by the vendor, if the Bank desires.
- iii. Modifications, bug fixation, resolving performance issues for all software products, supplied under this tender, shall be carried out by the bidder during warranty and ATS period without any extra cost. These services will include customization, configuration, implementation and development of workflow carried out by the bidder under the scope of this tender.
- iv. Warranty and ATS services would include support services for all components like Operating System (OS), Application Server, Web Server, System Software, 3rd party tools, Database/Application Software and tuning to enhance the performance of the overall system.
- v. Warranty and ATS services would include troubleshooting, performance tuning, applications of patches, bug fixing, improvements in presentation and /or functionality, resolving issues for audit/regulatory compliance and others.
- vi. Service would include software documentation management reflecting changes/upgrades in features and functionality of the solution.
- vii. Warranty for all hardware and software components will start from the date of Go-Live sign off by the Bank.

5.2.19 Software Maintenance and Support Services during Warranty and ATS

The Software Maintenance and Support Services mentioned herein shall be provided for all Software by the Bidder for a span of FIVE years (1 year warranty and 4 year ATS thereafter) from Go-Live sign off by the Bank.

The Maintenance and Support Services will cover:

- i. All product upgrades, modifications, enhancements that have to be provided to the Bank free of charge.

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- ii. Enhancements would include changes in the software due to Statutory and Regulatory changes and changes required due to changes in industry and other Banking practices in India. It will also include all the functionalities mentioned in Functional Requirement. Changes to be made applicable within stipulated time period mutually agreed between Bank & bidder.
 - iii. Modifications would include minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the application.
 - iv. Upgrades would include product releases made by the Bidder to incorporate technological changes, consolidating all bug fixes, consolidating all enhancement requests made by the Bank.
 - v. No customization and subsequent implementation charges will be payable by the Bank for enhancements, modifications and upgrades.
 - vi. The Bidder agrees that any future upgrades, modifications or enhancements shall not affect the current working of the licensed software and all current functionality shall be migrated to the new / enhanced latest available version.
 - vii. The Bidder shall implement the new/enhanced version and the Bank will not bear cost for migration of the existing functionality to the new / enhanced latest available version.
 - viii. The Bidder shall apply regular patches, releases to all the software/hardware used in project for which the Bank will bear no additional costs. The Bidder agrees that the functioning of the solution of the Bank will not be affected adversely as a result of any new releases, enhancements, patches, etc. The requirements that are finalized with the Bank post the gap assessment phase and included in the business requirements document, will be provided to the Bank at no additional cost to the Bank.
 - ix. The Bidder shall synchronize Application Management in respect of solution with IT infrastructure management. Deliverables for Application support should include:
 - a) Performance Monitoring & Management of application.
 - b) Installation & configuration of application
 - c) Application Patch management and version control.
 - d) Capacity Management.
 - e) Deployment of objects in Application server.
 - f) Up gradation & migration
 - g) Trouble shooting Application server product related issues
 - h) Troubleshooting Patch Management.

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- i) Start, stop and manage Application Server services.
 - j) Configure and manage Application Web server.
 - k) Configure and manage HTTP.
 - l) Configure and use monitoring tools provided for Application Server.
 - m) Un-installation
 - n) SIP & performance management.
 - o) Logging a call with product Vendor
 - p) Version migration, testing and implementation
 - q) File Level Backup for Application Server
 - r) Backup & restoration management of application server.
 - s) Portal/content management.
 - t) User management
 - u) Support to known errors and problems
 - v) Monitor web / Application server availability
 - w) Monitor alert notifications, checking for impending problems, triggering appropriate actions

Bidder shall provide relevant reports for the previous month in the 1st week of every month and same needs to be jointly reviewed by Bidder and Bank in next 5 working days. The reports should be benchmarked against the delay and will be factored for calculation of Liquidated Damages. Bidder is required to submit the list of reports to track performance on service levels for all managed services under scope of this tender.

5.2.20 Change Management

The Bank may, at any time, by a written order given to the successful bidder, make changes within the general scope of the Contract in Technical and functional specifications. No Change Request (CR) will be considered for any changes/amendments, in any reports/statements, requested by the Bank within 6 months from date of Go-Live. It shall be obligatory on the part of the vendor to comply with revised requirements of the Bank and arrange to deliver them within reasonable time, at no additional cost;

Services

At a minimum, the following services shall be provided by the bidder

- i. Full project management
- ii. User requirements gathering and analysis
- iii. Functional and Technical design documents

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- iv. System Configuration, Customization (If any) and unit-testing
 - v. System integration testing
 - vi. Support User Acceptance Test (planning and supervision will be the responsibilities of the Vendor)
 - vii. ETL development and Data migration from the existing OFSA 4.5 to the proposed ALM solution
 - viii. Post production Support
 - ix. Regulatory and Internal MIS reports

Documentation

During the course of this engagement the bidder shall provide the following minimum documentation

- i. Project Plan: The bidder should provide a detailed Project plan, with clearly identified activities, dates against each proposed activities, dependencies on the activities and milestones that are to be achieved as part of the project. The proposed plan has to be shared with the bank at the start of the project.
- ii. Functional Requirement Specification Manual (FRSM): FRSM should at a minimum contain information on current status, gap analysis and proposed solution which consist of Business process requirement, Functional requirement, Data requirement, Security and control requirement, Interface requirement, Business Test Scenario. The FRSM is expected to clearly state the Standard Out of the box product features that will be configured and the components which are required to be customized as part of the implementation. FRSM should contain also list of fields for each function, field attributes, field validation and explanation of new/modified functions
- iii. Solution Configuration Document/Excel worksheet: This document/worksheet has to clearly provide details of screen by screen configurations, rules to be built in the solution by the vendor. The document/worksheet should also clearly provide details of the processes to be defined for running the solution.
- iv. Application User Guide: Application User Guide should contain all functional process and flow of all menus in the application.
- v. Installation and Configuration User Guide: This document will contain the step by step to do installation and configuration of the application and other related system (apps server, web server and database).
- vi. Data Dictionary: Document contains detail Data mart information of table structure, fields name and description, data type, relations, validations,

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formulas, etc. Final updated document to be delivered after UAT acceptance

- vii. Data Migration Strategy Document: The vendor is expected to provide a data migration strategy document which clearly covers the detailed process to be followed for migrating of data from the existing source systems to PROPOSED ALM platform.
- viii. Start of Day/ End of Day Batch process Document: Document will contain all batch process step by step guide that need to be done for running the Integrated PROPOSED ALM solution
- ix. Training Plan and Training Material: Training materials will be provided in the Vendor format.
- x. Production Deployment Plan: This Production deployment Plan provides documentation for overall plan of deployment activities in order to properly organize the production deployment processes. The deployment plan should also provide documentation on Rollback activities. Vendor will provide Deployment Guide, Release Notes and Application Setup guide in the Vendor format.
- xi. UAT Test Strategy and Plan: This Testing Plan Document provides a documentation for the overall plan to carry out the test activities in order to verify that the system comply with the requirements define in the Functionality Specification Document (FSD), Solution Configuration Document or Change Request Requirement.

Project Management Reports:

- i. Development progress during development period (once a week)
- ii. Issue status and fixing plan during SIT and UAT period (daily basis)
- iii. Progress on all other activity as per agreed project plan

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6. Implementation Methodology

The implementation should cover all the existing branches/Regional offices/administrative offices as decided by the Bank and have the capability to scale up for meeting future requirements. The solution should be scalable in line with the ongoing business requirement of the Bank. In the event the Bank adds/changes/updates source systems in the future the solution should be flexible to handle such new source systems. Bidder should provide onsite handholding support during the period of implementation as well as ongoing support for a period of 6 months after Go –Live.

Setup and configure the required hardware, database, tools etc. offered as part of this RfP. Bidder should set up UAT Environment, Live System etc. Bidder should assist in obtaining any approvals from regulator or registration with any statutory Body, if required, regarding the implementation and or Audit of proposed ALM solution.

The Bidder will have to provide the necessary interface with all relevant applications as required at no extra cost to the Bank. By means of diagrammatic/pictorial representations, the Bidder should provide complete details of the hardware, software and network architecture of the PROPOSED ALM Solution (module and sub-module wise), including source / method of Data capture and transfer, validation, updating and database maintenance for networked branches. In this regard the bidder should also provide logical architecture and high level diagram of hardware/software/network architecture.

The Solution provider should provide, to the extent possible, automated code deployment process to move required changes from one environment to another (Like Development environment to UAT) within the PROPOSED ALM framework. The Bidder should recommend the database, data replication requirements along with data replication solution and a required Test server for PROPOSED ALM solution.

Any additional requirement (other than mentioned in this RfP) relating IT infrastructure including hardware, OS, database, Storage Firewall & Network Security etc. will be provided by the bidder. The Bidder has to ensure that vulnerabilities at application level in case of any breach shall be handled by the offered application software.

As part of implementation all data migration (as and when required) from the existing source system(s) including any other system procured by the Bank during the period of contract to the proposed ALM solution will be done by the Bidder. The Bidder shall demonstrate to the satisfaction of the Bank regarding accuracy and comprehensiveness of the data migrated to the new system.

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The Bidder should follow a suitable methodology for delivering the requirements of the Bank for the entire contract period. Accordingly the Bidder should factor for necessary effort and team deployment. The methodology should clearly lay out the overall steps from initiation to closure of this engagement. The methodology should address all stages including development, customization, and hardware/software installation/configuration services. Each step should detail the input, process and output. The Bidder should further provide the deliverables and sign off process for each of the deliverables at various stages. The bidder should provide qualified personnel who will ensure that the solution is designed and implemented according to the highest standards during the implementation phases. The bidder should ensure that it provides experienced, qualified staff during the implementation, support, sustenance phases. Hardware, database, tools etc. should be installed and configured and relevant sign off shall be obtained from the Bank.

The major stages of implementation include but not limited to the following:

6.1 Business Requirement Document (BRD)

This phase will require gathering and documentation of information that is required to be developed and configured within PROPOSED ALM. Further, the BIDDER needs to go through the policies, develop frameworks and discuss with business users to finalize the requirements. These activities will be carried through focused workshops and Q&A session between the system integrator & the Bank. The Key aspects that should be covered by the system integrator during the BRD stage are:

Functional	Technical
1) The system integrator has to make detailed BRD 2) The BRD should cover following aspects <ol style="list-style-type: none"> a. The objective of this step to identify, define and document the business requirements. Critical activities to be performed in this step involved collection of documentation with regards to the policies, processes, reporting requirements. The BIDDER is expected to conduct workshops with the Risk Management department for requirement gathering and finalization of business requirements. b. Data sources: System integrator should include various sources from where the data needs to be collected. In case there are any plans of the bank to change the data source, the same should be 	NA

Functional	Technical
<p>identified. The BIDDER should discuss with the Bank details of various current source from which the data is being extracted and the “to be” state. The system should be flexible to add new data sources.</p> <p>c. Mapping General Ledger with reporting requirements: This section should detail the General Ledger account and their corresponding mapping to the individual line items in the report. It should also explain the rules that will be used to report the output.</p> <p>d. Functional requirements: This section should cover the detailed process flow, regulatory requirements and leading practice along with detailed explanation. In case of process flow, the BRD should specify the alternate possibilities based on which the process flow should be configured with in the system. It should clearly articulate the maker and checker of the process.</p> <p>e. Detailed computation Logic: Since there can be multiple approaches for various computations, as part of this activity the bidder shall analyze the approaches that the bank want to use while implementing the system. This should cover the detailed steps with articulated examples of maths/ statistics. All options should be made available to the Bank</p> <p>Reporting requirements: It should have clear templates identifying the exact headers and columns required. Specification should cover details of functional requirements of the column, reference to the model computation and computation logic. The report should also cover the filters on the basis of which users would like to retrieve the report. If there is any graphical presentation, there should be an example that should be used to show the graphs.</p>	

6.2 Functional and Technical Requirement Specification Document

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Bidder's technical team will analyse the BRD with the help of functional team and design the system architecture, customization to be done in the system. They will also discuss with Bank's IT team and will do data mapping from source system

Functional	Technical
<p>Review of Data download specification: Functional team will work in tandem with technical team to make sure data required for output is covered in Data download specification. Functional team will finally review the document to confirm the completeness and coverage as per BRD.</p>	<ol style="list-style-type: none"> 1) System design: In this section, the bidder should provide a brief overview of the function of the system and the reasons for its development, its scope, and references to the development context 2) System implementation architecture: In this section, the bidder needs to provide the implementation architecture in a diagram identifying the interfaces – whether through flat files or through interfaces – with source system, flow of data across the system and the final report generation. 3) Data download specification: In a risk system implementation, one of most critical success factor is accurate mapping of data requirements to source systems and availability of good quality data. Hence, the bidder needs to prepare a list of data elements required for implementation of the proposed systems. 4) Data dictionary: This will be a separate document that will list the table and column references across all Oracle systems. This will include column references of the base version as well as the customized tables.

6.3 Data Gap Analysis

The transformation to data elements captured as part of data download specification into the Detailed Data Store of the solution will be documented by the bidder as part of the BRD. It should cover the computational, analytical and reporting needs of the Bank for proposed risk & finance areas, with respect to RBI guidelines and leading practices.

Functional	Technical
<p>Functional Team will understand the computational, analytical and reporting needs of bank. Basis this technical team will do the data gap analysis. Functional team reviews the logic built while transforming</p>	<p>The data elements should be interpreted in a correct manner and right data elements from source systems of the Bank are mapped. This will involve focused discussions with the Bank's IT team for understanding of the source systems relevant to the risk solution.</p>

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data as well as validation rules applied.	The data transformation rules should cover logic for reconciliation of the GL balances against line items in reports and validation rules to assess the accuracy of the data.
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6.4 Solution Design

In this phase, the bidder needs to translate the agreed business requirement document into a solution design, which would basically detail how the business requirements would be achieved through the solution in the form of solution configuration parameters and metadata.

Functional	Technical
NA	<p>The deliverable in this phase would be a detailed System Requirements Specification document. It would also include how the solution will be interfaced with the source systems and data migration activity.</p> <p>Finally, the bidder has to document the functional design as part of the Software Requirements Specification (SRS) and present it to the Bank for sign-off on the functional design document.</p>

6.5 Solution Configuration

Post Requirement Gathering and design, the bidder will install the Product (PROPOSED ALM solution) on the UAT environment. Further, development of the solution will also be done in the UAT environment. This phase will comprise of:

- Preparation of Build and
- Solution configuration:

Functional	Technical
<p>Solution Configuration As part of the solution configuration, the bidder will configure the entire solution design components in the development server. The configuration activity would adopt broad approaches</p>	<p>Preparation of the Build The key responsibilities of the bidder during the build phase will include</p> <p>1) Procure, install, test and stabilize the required infrastructure in terms of hardware and environmental software for PROPOSED ALM solution.</p>

1) Models deployment/ hosting 2) Rules configuration 3) Process and batch configuration 4) Reports configuration 5) Solution customizations	2) Provide assistance during the PROPOSED ALM installation in terms of Infrastructure issues. 3) Check the Environmental software version. 4) Install PROPOSED ALM software as per the agreed Deployment Architecture. 5) Perform an operational dry run of the installation on the development environment.
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6.6 User Acceptance Testing

This phase has to start with appropriate planning toward testing the configured solution. The bidder will hold discussions with the Bank to understand the approach to be adopted towards testing the configured solution. Key areas that are expected to be performed includes

Functional	Technical
1) Laying down test strategy: This will involve understanding the way Bank should test the solution for the Domestic Banking Group. It will involve details like testing the cash flows or the Probability of default, etc., the data that can be considered as a sample data for functional testing, number of functional testing, etc. 2) Identification of sample test scenario: In this case, the bidder and Bank will jointly identify the scenario that are critical and has to be considered for testing. These scenarios will create a sample of records with a view to cover almost all the variations possible across the regulatory and MIS reports that have been considered in RfP/ BRD. 3) Preparation of functional test cases: Based on the market and transaction data given by the Bank, the system integrator will write detailed test cases identifying the masters, the transaction information, computation of the model and final reporting. 4) Performing UAT & fixing bugs: The acceptance testing will involve testing the configured and customized system by the	Preparation of testing environment: The bidder would install, test and stabilize the required infrastructure in terms of hardware and environmental software for proposed ALM solution. It will provide assistance during the proposed ALM installation in terms of Infrastructure issues and checking the Environmental software version. It is also expected that the bidder will perform an operational dry run of the installation on the development environment.

Functional	Technical
Business Analyst. The Business Analyst will use a sample set of records to check the results and identify, if there are any prima facie errors in the system.	

6.7 System Integration Testing

System Integration testing is a process to check how the whole system works in tandem. Hence, all possible source systems that are integrated with the risk engine will be run at the same time to see if the data is moving seamlessly across the whole system. This process need to run for individual risk streams and inter-dependent risk streams

Functional	Technical
NA	The team will integrate all source systems & risk engine and run the batches of data, the process will start loading the data directly from integrated source systems and transformed data from other source systems into the solution. The integration of the various systems will be checked.

6.8 Deployment & Parallel Run

Once the Testing Phase is over, the installation of the Product will be done on the Production environment and the rules will be migrated to Production Environment. The bidder shall provide support during the parallel run in terms of running the system and fixing any functional/ technical issue (if any). The key activities that are expected from the bidder includes

Functional	Technical
<ol style="list-style-type: none"> 1) Perform an operational dry run of the installation on the development environment. 2) Assist the Bank in running the system. 	<ol style="list-style-type: none"> 1) Installation, testing and stabilizing the required infrastructure in terms of hardware and environmental software for PROPOSED ALM solution. 2) Providing assistance during the PROPOSED ALM installation in terms of Infrastructure issues. 3) Checking the Environmental software version. 4) Installation of PROPOSED ALM software as per the agreed Deployment Architecture.

6.9 Training and Handover

Post the parallel run and satisfactory run, the Functional and Technical team will start training the end users in the bank. Key activities included under this phase is

Functional	Technical
<ol style="list-style-type: none"> 1) To prepare a training plan in consultation with the various departments of the Bank. 2) To train end users on the usability of the tool. 3) To train end users on the functionality part, the emphasis will be given on explaining how each functionality is achieved using the tool. 4) To provide training material to the Bank. Handover the documents like Metadata design docs, BRD, SRS and any other documents deemed necessary for the Bank's end users. 	<ol style="list-style-type: none"> 1) Train Bank's IT team on required setting up post go live UAT environment, taking backups, updating the patch, database etc. 2) Train users about the process to be followed in case of issues in daily operations.

7. Eligibility Criteria

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

Sr. No.	Criteria	Documents to be submitted as a proof/declaration
1.	The Bidder should have been incorporated under Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 and subsequent amendments thereto.	Certificate of Incorporation / Registration certificate
2.	The Bidder must be OEM or authorized partner for the proposed solution.	Letter/ certificate from OEM, in case of authorized partner.
3.	The Bidder must be a reputed experienced Company operating in the field of IT Consultancy/ IT Services/ IT solution for at least 5 years in India as on the date of submission of bid. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account).	Copy of a Work order/ contract in respect of a customer and its completion certificate. (5 Years will be calculated from the date of completion of the work order).
4.	The Bidder should have a minimum turnover of at least INR 30 crores or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid.	Copies of Audited Balance Sheet for FY 15, FY 16 and FY 17.
5.	The bidder should have positive net worth and cash profit (no cash loss) in 2 years out of the last three years.	
6.	The Bidder should have an office in India.	Self declaration with contact details of the Bidder on Bidder's Letterhead
7.	The Bidder must have completed at least one project of proposed ALM implementation in an entity in BFSI** sector in India with a Balance Sheet size of `50,000 crore. Reference of all such experiences where the implementation activity is complete as on the last date of submission of bids, will only be considered.	Copy of work order along with completion certificate for completed projects. Completion certificate issued by the customer must indicate the date of implementation sign-off of the solution.

Sr. No.	Criteria	Documents to be submitted as a proof/declaration
9	Bidder should not have been blacklisted by any PSU or Public/ Private Sector Bank or RBI or IBA or any other Government entity as on the last date of submission of Bid.	Self declaration regarding Clean Track Record as per format Annexure -IV enclosed.
10	The bidder should submit Pre-Contract Integrity Pact as per format provided in <u>Annexure-XV</u>	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in <u>Annexure-XV</u> needs to be enclosed.

Note :

1. The references of the customers must be submitted with official contact details for verification.
2. ** Scheduled commercial banks in public or private sector / All India FIs / Insurance Cos / Regulatory bodies dealing with any financial matter in India will be considered under BFSI

8. Evaluation Methodology

8.1 Objective

1. The objective of this evaluation methodology is to facilitate the selection of one Consultant for ensuring technically superior and professional services at optimal cost.
2. The project is based on fixed cost and the selected bidder has to deliver the services as per scope of the project.

8.2 Evaluation process

1. The Bank has adopted a three bid process in which the Bidder has to submit following bids in two separate envelopes at the time of submission of bids as stipulated in this document.
 - i) Eligibility Criteria
 - ii) Technical Bid
 - iii) Commercial Bid
2. 'Eligibility Criteria Bid' will be opened in front of bidders' representatives on the day of bid opening. The Bank shall first evaluate the 'Eligibility Criteria Bid' and shortlist the eligible bidders.
3. The bidder should satisfy all the eligibility criteria as specified in the RfP to be considered for technical evaluation at 2nd stage.
4. The bidder should score more than or equal to 80 out of 100 in the technical bid evaluation process (section 8.2.2 below) in the RfP to be considered for commercial evaluation at 3rd and final stage
5. If no of technically qualified bids with score less than 80 are less than 3, Bank reserve the right to consider top three technically qualified bids subject to technical score more than or equal to 75 .
6. 'Commercial bids' shall be opened at 3rd and final stage only for the short listed bidders out of eligibility criteria and technical bid evaluation process. Final selection of bidder will be based on lowest commercial price (L1) quoted by the short listed bidders.
7. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.

8.2.1 Evaluation of Eligibility Criteria

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

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

8.2.2 Evaluation of Technical Bids

The technical evaluation will cover three major areas, which would be rated on a total score of 100.

1. *Features & Functionality* – Total score of **70**
2. *Approach and Methodology* – Total score of **10**
3. *Presentation & Product Demonstration* – Total score of **15**
4. *Site Visit* – Total score of **05**

The basis of scoring the overall technical bid is described in section 8.2.2.4. During the course of the evaluation, SIDBI may request further clarifications, presentations and product demonstrations. Three broad dimensions of technical bid evaluation are detailed below:

8.2.2.1 Evaluation of Features and Functionality

- i. Primarily, this evaluation would be based upon response to the detailed listing of features and functionalities specified as requirements in Annexure-XIX of this RfP. These have been prepared for exclusively evaluating the products and solutions, offered by the vendors. The basis for evaluation of Features and Functionality is given in Section 8.2.2.4.
- ii. This evaluation would be carried out for the proposed ALM solution only.
- iii. The vendor will be required to demonstrate the product capabilities. During the product demonstration, SIDBI will validate the scores given by vendors. In the event SIDBI feels that the vendor scores do not correctly reflect the status of the software vis-à-vis the functionality, SIDBI reserves the right to revise the vendor scores.

8.2.2.2 Approach and Methodology

This evaluation will be based on the response to this RfP and will be evaluated as per the table below:

Sl. No.	Characteristics of the Proposed Solution	Wightage	Score ^{##} (To be given by Bank)	Remarks, (if any)
01	Project organization, Methodology, Processes defined for management of the	4		

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Sl. No.	Characteristics of the Proposed Solution	Wightage	Score ^{##} (To be given by Bank)	Remarks, (if any)
	project			
02	Understanding SIDBI's requirement, concern, vision and IT Strategy	4		
03	Risk Identification & Mitigation	2		
Total Score ::				

8.2.2.3 Presentation & Product Demonstration

Bank would require the vendors to present their capabilities and that of the solution proposed by them through presentations. During the presentations, Bank would be evaluating the vendor on parameters as per the table below.

During the Product Demonstration, Bank would be evaluating the Bidder on the following:

1. Ease of Use,
2. Ease of Maintenance,
3. Ease of Configuration & Parameterisation

Sl. No.	Characteristics of the Proposed Solution	Wightage	Score (To be given by Bank)	Remarks, (if any)
01	Bidder's understanding on project scope	5		
02	Project delivery organization and Solution architecture	5		
03	Product Demonstration	5		
Total Score ::				

8.2.2.4 Reference Site Visit and Client's Feedback

The bidder will arrange for site visit at any one of its reference sites (to be independently undertake by SIDBI officials). Schedule for site visit will be communicated to the bidders suitably during the technical evaluation process. SIDBI team will be required to understand the customer's experience on the proposed ALM solution, implementation and after-sales services provided by the bidder etc. at the reference site. Team would like to discuss with the representative of the customer and feedback will be obtained on bidder's capability, customer's experience with the bidder and services extended by the bidder. Scoring will be accordingly assigned under this section.

8.2.2.5 Scoring for Features & Functionality Evaluation

The scoring would be as follows:

"Level" – SIDBI has classified each of the requirements as follows:

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Classification	Level	Description
Critical	3	The requirement is highly significant
Important	2	The requirement is significant
Desirable	1	The requirement is "Good to Have"

Note: Features at level 3 and 2 are mandatorily to be provided in the proposed solution.

"Vendor Scores" – The vendor would be required to provide an appropriate score to each requirement listed in Annexure "Features and Functionality" as per the table.

Features & functionalities

Vendor Score	Description
5	Functionality is available as a standard feature *
4	Functionality is available as a work around
3	Functionality would be available in the next version **
2	Functionality can be customized with an effort 2 person weeks or less
1	Functionality can be customized with an effort in excess of 2 person weeks
0	Functionality not available in the proposed Solution ***

*** Clarification regarding scoring of Reports:**

(a) It is expected that most reports will require parameterisation to put them in the formats required by the Bank. If no other customisation is required then a score of '5' shall be given.

(b) If a feature / functionality required for a report is readily available e.g. 'Provide a minimum of 5 level of sub totalling', a score of '5' shall be given

(c) If a feature / functionality is not currently available e.g. "Facility to export reports to external spreadsheet applications and / or word processing software belonging to Microsoft Office Suite", then a score of '3', '2', '1' or '0' should be given as defined in the scoring scale above

** The next version should be available before / within the implementation schedule for the module to which the particular feature & functionality pertains. Vendor shall provide the probable date of version release.

*** If a feature & functionality of a "desirable" level is not available in the product/ solution offered, but can be made available as an optional/ add-on feature at an additional cost, the vendor score for that item shall be marked as 0 and the fact that the feature is available at an extra cost should be mentioned in the Remarks column

by the bidder. The prices for ALL such optional / add-on products, must be listed separately with caption as 'Annrxure to the commercial bid' and reference to the relevant feature numbers must be provided thereof.

Vendors are required to describe how their solution satisfies the functionality mentioned, thereby justifying their score for that functionality in the 'remarks' column corresponding to the respective functionality.

For each requirement a Derived Score would be calculated as follows:

$$DS = L * VS$$

where DS = Derived Score,
L = Level,
VS = Vendor Score

The Total Indexed Score (TIS) of each domain of requirement would be the sum of the Scores for that domain divided by the number of items in that domain

$$TIS = \sum DS / n$$

where TIS = Total Indexed Score for each domain
 $\sum DS$ = Sum of the derived scores for that domain
n = the number of items in that domain

Each domain of Features and Functionality would have an appropriate weight and the Weighted Score (WS) for that domain will be calculated by applying the relevant weight to the Total Indexed Score of that domain:

$$WS = W * TIS$$

where WS = Weighted Score for the domain
W = Weight for the domain
TIS = Total Indexed Score for the domain

The Total Weighted Score (TWS) for the entire Features and Functionality section would be derived by:

$$TWS = \sum WS$$

where TWS = Total Weighted Score
 $\sum WS$ = Total of the weighted scores for each domain.

8.2.2.6 Scoring for overall Technical Section

The overall technical score will be arrived at in two steps:

Step1: Weighted score for each vendor covering all three evaluation criteria:

Total weighted score for Feature and Functionality * 70
+ Score for Over-all Solution Evaluation * 15
+ Score for Vendor Presentation * 10
+ Score for References and Site Visits * 5

Step 2: Relative Technical Score for each vendor:

$$RTS = T / T_{high} * 100$$

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Where, RTS = Relative score for Technical Proposal of each vendor
 T = Technical score of the current proposal
 T_{high} = Highest technical score obtained

8.2.2.7 Short-listing of Technical Bid

The cut-off score for short-listing of technical bids will be Relative Technical Score (RTS) = 80 in technical evaluation. Vendors who have a RTS = 80 or above in technical evaluation would be short-listed for commercial evaluation. Vendors who have a relative score of less than 80 will not be considered for commercial evaluation.

In order to ensure that the technical submission optimally meets SIDBI's requirements. SIDBI reserves the right to normalize the offered solutions for various among the short-listed vendors having RTS of not less than 80. On normalization, these vendors would be asked to submit technical bids only for the normalized components and revised complete commercial bids in separate sealed envelope.

8.2.3 Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the Bidders, who are found eligible in previous phases, will be taken for commercial evaluation.
2. Bidders who do not qualify the pre-qualification evaluation and technical evaluation shall not be invited for opening of commercials. The date for opening of commercial bids will be separately advised to the short listed bidders.
3. Total cost of ownership (TCO) would be arrived as (cost of Hardware Components, OS with three year Warranty) + (cost of Software Components with one year Warranty) + (Implementation Cost) + (Cost of On-site Administration and Customization) + (Cost of Training) + (ATS cost of software component each year inclusive of all taxes calculated at Net Present Value) + (4th and 5th year AMC cost of hardware component each year inclusive of all taxes calculated at Net Present Value).
4. The details of calculation are as given below:
 - J = cost of Hardware Components, OS with three year Warranty
 - K = cost of Software Components with one year Warranty
 - L = Implementation Cost
 - M = Cost of On-site Administration and Customization
 - N = Cost of Training
 - O = ATS of software component for a period of four years, at Net Present Values (NPV).
 - P = 4th and 5th year AMC cost of hardware component each year inclusive of all taxes calculated at Net Present Value

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The NPV for the ATS/AMC component per year will be calculated as per the following formula:

$$\sum \frac{C}{(1+r)^n}$$

Where:

- 'C' is the annual ATS amount of each year.
- 'r' is discount rate for calculation purpose will be taken as 8.27%.
- 'n' is number of years, i.e. 'n' is 1 for 2nd year ATS, 2 for 3rd year ATS, 3 for 4th year ATS and 4 for 5th year ATS.

• **TCO = J + K + L + M + N + O + P**

5. Based on the above calculations the lowest quoted price (TCO above) will be termed as L1 bid.

8.2.4 Arithmetic errors correction

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

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. If the bidder does not accept the correction of errors, its bid will be rejected.
2. If there is discrepancy in the unit price quoted in figures, the unit price, in figures, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted in figures, the unit price quoted in figures shall be taken as correct.
4. If the price details given in sub-head wise tables in commercial bid format do not match with prices given in Cost Summary in same commercial bid format, price details given in sub-head wise tables will be taken as correct and Cost Summary table will be corrected accordingly. . If the bidder does not accept the correction of errors, its bid will be rejected.

8.3 Award of Contract

1. The L1 bidder will be selected for further discussion for placing Purchase Order (PO) or Letter of Intent (LOI) and finalize contract /subject to satisfying all the terms and conditions defined in this tender document. Immediately after the receipt of PO/Lol, the selected Bidder must go through the same

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and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.

2. 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 tender document whenever Bank requires those products/services in any number and in addition to what is mentioned in the scope of this tender document, during the contract period.
3. Initially, Purchase Order will be placed for cost of Hardware Components including OS with three year Warranty + Software Components with one year Warranty + Implementation Cost (which includes Data Migration Cost + cost of Change Request for 6 man months) + Cost of On-site Administration and Customization + Cost of Training.
4. Separate purchase order for ATS for the software components of the proposed ALM solution will be issued from the 2nd year onwards (after warranty for one year) at the contracted rate by the Bank.
5. Separate purchase order for AMC for the hardware components of the proposed ALM solution will be issued from the 4th year onwards (after warranty for three year) at the contracted rate by the Bank.

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9. Terms and Conditions

9.1 General

9.1.1 Definitions

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

1. "The Bank" means Small Industries Development Bank Of India (SIDBI);
2. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Zonal Offices and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
3. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
4. "The Services" means those services ancillary to the providing services towards upgrade of Treasury solution and other such obligations of the Bidder covered under the Purchase Contract;
5. "TCC" means the Terms and Conditions of Contract contained in this section;
6. "The Bidder" or "the Vendor" means the individual or firm supplying or intending to supply the Services under this Contract; and
7. "The Project Site" means Small industries Development Bank of India, Mumbai Office

9.1.2 Location

The team will be required to work at SIDBI premises, Mumbai throughout the duration of the project subject to any requirements to be met out of the scope of the RfP. SIDBI will provide sitting infrastructure with internet connection, stationeries and printer to operate. Bidder will ensure laptops for their deployed professionals. Depending on requirement, SIDBI may decide to move its project site to any of its other locations during the contract period. Bidder will continue to provide the respective services at the new location, if so decided, without any extra cost except as may be otherwise agreed between the parties.

9.1.3 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between SIDBI and the Bidder. The Bidder shall, subject to the terms of the RfP, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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9.1.4 Rights and obligations

The mutual rights and obligations of SIDBI and the Bidder shall be as set forth in the RfP, in particular:

1. The bidder shall carry out the Services in accordance with the provisions of the RfP; and
2. SIDBI shall make payments to the Bidder in accordance with the provisions of this RfP.

9.1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this RfP shall be in writing and in English language.

9.1.6 Corrupt and fraudulent practice

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

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.
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.

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

Selected Bidder and its staff working for the project will observe highest standard of transparency, ethics and integrity during the project. In case anytime during the tenure of the project, if the bidder or any of its staff is found to have taken help of any fraudulent or unethical practice, Bank reserves the right to terminate the contract at its own discretion and initiate legal action against the bidder in addition to blacklisting it for participation in future RfP/Tender process in SIDBI.

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9.1.7 Applicable laws

1. The Contract shall be interpreted in accordance with the laws prevalent in India.
2. 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 Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ resource/ 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 there from.
3. 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/ resource/ 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.

9.1.8 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.

9.1.9 Leaves and Holidays

1. SIDBI holidays will be applicable for the full-time resources. In case of project requirement, the resources will have to work beyond normal working hours as well as on Saturdays.

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2. In case of exceptional circumstances, the full-time resources may be required to work on holiday / Sunday. No additional payment will be made for the same.
 3. Other than the holidays mentioned above, full-time resources will be eligible for one leave for every month of providing service. If leave is not availed by a resource in a month, the same will be carried forward to next month. However, carried forward leaves of one resource cannot be utilized by any other resource. Also carried forward leaves cannot be utilized in subsequent calendar year.
 4. A full-time resource shall be considered absent if allowed leave of absence has already been availed for the month and no alternate resource has been arranged by the consultant.
 5. However non-availability of full-time resource in SIDBI office due to activities related to the project like vendor visit, visit at other SIDBI offices, governance meet with its employer, etc. will not be treated as absence.
 6. Necessary stand-by arrangement has to be made during absence of any full-time resource on account of leave or any other reason if the leave of absence is more than 2 working days.
 7. Any shortfall in resource replacement of full-time resources, as mentioned in section will be treated as absence. Also, the replacements, if necessary, need to be done in a staggered manner, so as no two resources are replaced at same time.

9.1.10 Miscellaneous

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

9.2 Bid Conditions

9.2.1 Commercial Bid

1. The Bidder is required to quote in Indian Rupees ('INR/ ₹'). Bids in currencies other than INR may not be considered.
2. The Commercial Bid should be submitted in the format prescribed in the RfP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
3. As mentioned in Commercial Bid annexure, SIDBI shall have the right to utilize person-month rate quoted by the bidder, for any additional service not covered under the scope of this RfP upto 5th year after starting of the project. The bidder will have to deploy resource of desired role with same credentials, as mentioned in this RfP document.

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4. The prices quoted would include all costs such as sales tax, GST, VAT, custom duties, transportation, installation, service tax, Education cess, Octroi etc., that need to be incurred. No additional cost whatsoever would be paid.
 5. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

9.2.2 Clarification of bids

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 (e-Mail/letter), and no change in the price or substance of the Bid shall be sought, offered or permitted.
2. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

9.2.3 Preliminary Examinations

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.
2. The responses to the RfP would be deemed to be legal documents and will form part of the final contract. Bidders are required to attach a 'Letter of competence' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in Annexure-V.
3. 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.
4. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid in comparison to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's

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responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.

5. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
6. 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.

9.2.4 Bid Evaluation

1. All the responsive bids will be evaluated as per the procedure detailed in evaluation methodology chapter above.
2. All the documentary proofs are to be submitted along with the bid in this regard.
3. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. Bank would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
4. During evaluation, Bank at its discretion can ask the bidders for clarifications.
5. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

9.2.5 No Commitment to Accept Lowest or Any Offer

1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Bank to ascertain the best bid following the evaluation method prescribed in this RfP. 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.

9.2.6 Conditional Bids

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

9.2.7 Contacting the Bank

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

9.2.8 Miscellaneous

1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures.
2. Bank shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
3. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Bank may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

9.3 Commencement, Completion and Termination

9.3.1 Commencement of Services

The Bidder shall commence the deployment and implementation services not later than 15 days from the date of issue of LOI / PO by the Bank, unless otherwise agreed by the Parties.

9.3.2 Period of Project

Project period will be 6 months from date of PO/ LoI. Indicative activity list is as follows:

Sl. No.	Milestone	Remarks
1	Delivery of hardware and OS installation	This will include i. Hardware delivery ii. OS Installation
2	Delivery of ALM software components	
3	Submission of BRD (Business	This will include

Sl. No.	Milestone	Remarks
	Requirement Document)	i. Study of existing systems ii. Source system study iii. Data flow from source systems to proposed ALM solution
4	Submission of FTRS (Functional and Technical Requirement Specification) document and Data Gap Analysis	This will include i. Data Mapping ii. Chart of Accounts iii. Data Modelling iv. Parameterization v. Data gap analysis
5	ETL (Extract, Transform, Load), data migration and Implementation services and System Integration Testing	This will include i. ETL development ii. Data migration iii. Implementation iv. System Integration Testing
6	UAT, Go Live , Training and Handover	This will include i. UAT ii. Post UAT Bug Fixing (If any) iii. Go Live iv. Training and Handover

Sign off will be given by the Bank after each of the above milestones.

9.3.3 Warranty and ATS

- Warranty of the solution will start from the date of Final acceptance of the solution and remain valid for one year. Annual Technical Support (ATS) services for software will start after completion of warranty period and same will be extended by the bidder, if desired by the Bank.
- Bidder will extend hand holding Support during Warranty and ATS period.
- All software components being proposed by the bidder for the solution must be mentioned specifically and should have back-to-back technical support arrangement throughout contract period.
- The bidder will warrant all the software components against defects arising out of faulty design, solution architecture issues, bugs, inefficient coding, integration issues etc. of the software. The bidder will provide support for all software components including dependencies on operating system during the warranty period.
- The warranty and ATS should cover all components including updates, upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 5 years from the date of final acceptance by the Bank at no extra cost to Bank.

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6. The bidder should provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.
 7. Warranty and ATS arrangement should be back to back with respective OEM for maintenance, providing support services, updates, upgrades.
 8. The bidder has to agree to maintain the software products & all components of implemented solution for at least 3 years after contract period.
 9. The lower of %ge rate applied by the bidder to arrive at ATS cost, mentioned in commercial bid, for 2nd, 3rd, 4th and 5th year respectively will be applicable to avail renewed ATS services by the Bank in subsequent years after the contract period for the implemented solution and the bidder will be required to arrange for the same.
 10. Termination of Warranty / ATS contract [if contracted]: Bank will terminate the ATS contract on occurrence of the following:
 - Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof.
 - Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment.
 - Bidder's failure to meet the performance requirement specified herein.
 11. During the Warranty and ATS period, the Bidder will have to undertake system maintenance.
 12. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty and ATS period. Upon receipt of such notice the Bidder shall repair / fix without any cost to the Bank.
 13. Any corruption in the software shall be rectified during the period of the contract including warranty/ATS at no extra cost to the Bank.
 14. The Bidder will periodically update the Bank on new features as and when released by the OEM through technical sessions, trainings etc. during contract period.

9.3.4 Termination of Contract

Prior to the delivery of the hardware and software items, the Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes

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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.

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

Failure of the successful bidder to accept the contract;

- i. Delay in delivery beyond the specified period;
- ii. Delay in completing installation, implementation and acceptance beyond the specified periods;

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.

Cessation of Services

Upon termination of this Agreement pursuant to Clause 9.3.6.3 hereof, the bidder shall, immediately upon receipt of such notice, take all reasonably necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

Payment upon Termination

1. Upon termination of the contract pursuant to Clauses hereof, the Bank shall make the payment to the successful Bidder for hardware, software delivered and Services performed prior to the date of termination which could be used by the Bank.
2. In the event of a pre-mature termination of this Agreement by the Bank, the compensation payable to successful Bidder will be decided in accordance with the Terms of Payment Schedule and the payment to the successful Bidder will be settled within 30 days of the termination of the contract.
3. In the event of such termination, the successful Bidder during transit period will work to transfer all the work completed and in progress and knowledge out of the project as per the requirement of the Bank.

Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 9.3.6.3 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Section 9.7.3 hereof, and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Patent Rights

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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, 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.

9.3.5 Project Closure

Project Closure means the completion of implementation of all the initiatives mentioned in scope of the project or the list of initiatives as decided by the Bank for implementation, integration of components across initiatives, training and submission of the relevant documents.

9.3.6 Force Majeure

9.3.6.1 Definition

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.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents, Bidders or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take

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into account at the time of the conclusion of the Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.

1. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

9.3.6.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

9.3.6.3 Delay, Liquidated Damages and Termination

1. Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/order subsequent to the Contract is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, Bidder shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, Bidder shall continue to perform its obligations as per the order placed subsequent to this agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. 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, SIDBI and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

9.3.7 Indemnity

The Bidder shall indemnify SIDBI, and shall always keep indemnified and hold SIDBI, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against SIDBI as a result of:

1. Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under the Contract; and/or

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2. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this agreement; and/or
 3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against SIDBI; and/or
 4. Breach of any of the term of this agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the Bidder under this agreement; and/or
 5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 6. Breach of confidentiality obligations of the Bidder contained in this agreement; and/or
 7. Negligence, fraudulence activities or gross misconduct attributable to the Bidder or its employees or sub-contractors; and/or
 8. The use of unlicensed and illegal Software and/or allied components by the Bidder.

The Bidder will have to, at its own cost and expenses, defend or settle any claim against SIDBI that the Deliverables and Services delivered or provided under this document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided SIDBI:

1. Notifies the Bidder in writing; and
2. Cooperate with the Bidder in the defense and settlement of the claims.

The Bidder shall not be liable for defects or non-conformance or infringement resulting from:

1. Software, hardware, interfacing not approved by Bidder; or
2. Unauthorized modification of Software or any individual product supplied under this agreement, or Bank's failure to comply with any mutually agreed environmental specifications.
3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under the Contract.
4. Modification of a deliverable by anyone other than the Bidder where the unmodified version of the deliverable would not be infringing.

9.3.8 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 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

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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 contract 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.

9.3.9 Violation of terms

The Bidder agrees that SIDBI 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 contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies SIDBI may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

9.4 Obligations of the Bidder

9.4.1 Ownership of Delivered Product / Services

The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services / products under the contract and be responsible for the services / products delivered.

9.4.2 Confidentiality

This RfP contains information proprietary to SIDBI. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of SIDBI. The Bidders shall submit a non-disclosure agreement as per Annexure -VII on non-judicial stamp paper of appropriate value at the time of submission of bids.

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.

9.4.3 Limitation of Liability

Save and except the liability under Section of "IPR Infringement" and "Indemnity provision" in Clause 9.4.4 and Clause 9.3.7 respectively herein below, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss

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of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

9.4.4 IPR Infringement

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

9.4.5 Rights to visits

All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

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.

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.

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

9.4.6 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

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copies of any audit or review reports and findings made on the service provider, directly related to the services under this tender.

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.

Audit under this clause shall be restricted to physical files related to the services being extended by the vendor under this tender. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

9.4.7 Grievance 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.

9.4.8 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.

9.4.9 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.

9.4.10 Subcontracts

The successful bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the Bank's prior written consent.

9.4.11 Standards of Performance

1. The Bidder shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Bidder shall always act under this RfP, in respect of any matter relating to this RfP or to the Services,

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as a faithful adviser to SIDBI, and shall at all times support and safeguard SIDBI's legitimate interests in any dealings with Third Parties.

2. The Bidder must strictly adhere to the delivery schedules, failure to which will be considered as breach of the terms and conditions.
3. The Bidder shall provide appropriate human as well as other resources as committed in its response to SIDBI's RfP, to execute various tasks assigned as part of the project, from time to time. The Bidder shall ensure the quality & effectiveness of deliverables, project approach & methodology, project governance, risk management, use of tools & templates in conformity with its commitment made in its bid in response to SIDBI's RfP.
4. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
5. The Bidder is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI that are consistent with the terms of this agreement. The Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.

9.4.12 Accounting, Inspection and Auditing

The Bidder shall keep accurate and systematic accounts and records in respect of the Services provided under the Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Bidder's costs and charges).

9.5 Obligations of SIDBI

9.5.1 Assistances in Clearances

Unless otherwise specified in this RfP, SIDBI shall make best efforts to ensure that it shall:

1. provide the Bidder, and Personnel with work permits and such other documents as may be necessary to enable the Bidder or Personnel to perform the Services;
2. issue to officials, agents and representatives of the Government all such instructions / requests as may be necessary or appropriate for the prompt and effective implementation of the Services.

9.5.2 Payment

In consideration of the Services performed by the Bidder under this RfP, SIDBI shall make to the Bidder such payments and in such manner as is provided in this RfP.

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9.6 Payment and Penalty

9.6.1 Terms of Payment

9.6.1.1 Payment in normal course

1. Payment shall be settled as mentioned below :

Table 9-1 Initiative-wise Weightage for Payment Distribution

Sr. No.	Initiative	%ge of Hardware Cost	%ge of License Cost	%ge of Implementation Cost
1	Delivery of hardware and OS installation	70	-	-
2	Delivery of ALM software components	-	50	-
3	Submission of BRD (Business Requirement Document)	-	-	20
4	Submission of FTRS (Functional and Technical Requirement Specification) document and Data Gap Analysis	-	-	20
5	ETL (Extract, Transform, Load), data migration and Implementation services and System Integration Testing	-	30	30
6	UAT, Go Live , Training and Handover	30	20	20
7	1 year after Go Live	-	-	10
Total		100	100	100

2. First payment to the vendor will be payable only after submission of Performance Bank Guarantee for an amount equivalent to 10% of the total contract value.
3. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Vendor is required to submit Bank Mandate Form (as per Annexure-XI) along with cancelled cheque in original along with the bid.
4. 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. The Bank shall have the right to withhold any payment, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default of payment on the part of Bank.
5. TDS, if any, will be deducted while releasing the payment.
6. All Payments will be made to the Bidder in Indian Rupee only.

9.6.1.2 Payment in case of termination of projects

1. 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:

9.6.2 Taxes and Duties

1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.
2. The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.
3. 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.
4. Tax deduction at Source – Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the 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.
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 (Warranty/ATS).

9.6.3 Performance Bank Guarantee (PBG)

1. The successful Bidder shall provide Performance Security in the form of an unconditional and irrevocable performance bank guarantee from a scheduled commercial bank in the form and manner provided by the Bank equivalent to:
 - a) **During Warranty** : 10% of the order value, with validity up to 15 months (including invocation period of 3 months). This PBG is

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required to be submitted within ONE month from the date of the purchase order and before releasing any payment by the Bank.

- b) **During ATS** : 10% of annual ATS value and valid for 15 months (including invocation period of 3 months) from the date of start of ATS. The PBG to be submitted annually for the ATS period in advance.
2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
 3. In case of expiry of PBG prior to project completion, the bidder will be required to renew the PBG for further period as per plan.
 4. If the PBGs not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD amount / PBG obtained towards security deposit.
 5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the PBG in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.

9.6.4 Forfeiture of performance security

1. The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.
2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

9.6.5 Liquidated Damages (LD) for Default in Services

If the vendor fails to complete implementation, rollout and Go Live of the proposed ALM Solution within the stipulated period in line with the project milestone, Bank will impose a LD of 0.5% of the order value of cost of hardware, software and implementation services for each week's delay or part thereof, subject to maximum of 5% of value of the cost of hardware, software and implementation services.

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9.7 Settlement of Disputes

9.7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or the interpretation thereof.

9.7.2 Dispute Resolution

It will be the Bank's endeavour to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.

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.

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.

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;

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.

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.

A notice shall be effective when delivered or on the notice's effective date, whichever is later

1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably .

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2. The Parties agree to use their best efforts for resolving all Disputes, including those relating to delay caused in completion of project or delay in performance of obligations under the Contract, and arising under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
 3. No conflict between Bidder and SIDBI will cause cessation of services or payment of fees due to the Bidder. Only by mutual consent the services will be withdrawn.

9.7.3 Arbitration

1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.7.2 within 30 calendar days from the date of initiation of amicable dispute resolution procedure, shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final and binding on the Parties as from the date it is made, and the Bidder and SIDBI agree and undertake to carry out such decision without delay.
2. 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.
3. The Bidder shall continue work and the Bank shall continue to pay the fees due under the Contract during the arbitration proceedings unless otherwise directed in writing by SIDBI 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.

10. Annexures

10.1 Annexure – I : Format of Bid Covering Letter

(To be submitted on Bidder's letter head)

[To be included in Eligibility Bid Envelope]

Date:

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

Dear Sir,

Implementation and Testing of proposed ALM solution required for SIDBI

(RfP No: 400/2018/1305/BYO/RMD Dated: January16, 2018)

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

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of **₹ 5,000/- (Rupees Five Thousand only)** towards non-refundable bid price.
2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / banker's cheque/ Bank Guarantee (BG) of the sum of **₹ 4,50,000/- (Rupees Four Lakh Fifty Thousand only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
3. Minimum Eligibility bid, Commercial bid inside separate envelopes, in prescribed formats.

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

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 120 days from the date of last day of submission of offer (Bid). If our offer is accepted, we undertake to provide Service support for the software supplied as per the above referred RfP, during contract period, if contracted.

The Warranty and ATS for all software components would be back to back from OEM and would start from date of final acceptance as mentioned in the RfP. The price quoted by us for software includes back to back OEM warranty for contract period.

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

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in **Annexure-XIII (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise

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any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept abid you receive.

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

Thanking you,

Yours sincerely,

Date : Signature of Authorised Signatory :

Place : Name of the Authorised Signatory :

Designation :

Phone & E-mail :

Name of the Organisation :

Seal :

10.2 Annexure – II : General Information about Bidder

To be included in Eligibility Bid Envelope)

(RfP No: 400/2018/1305/BYO/RMD Dated: January16, 2018)

S.N.	Information about the Bidder	Bidder's response	Attachment Tag
1	Name of the bidder company		
2	Year of establishment		
3	Type of Company [Government/PSU/Pub. Ltd / Pvt. Ltd / Partnership / Proprietary]		
4	Registration No. and date of registration.		
5	Copy of Registration Certificate to be enclosed (Yes / No)		
6	Address of Registered Office with contact numbers		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
7	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
8	MSME Status (Tick appropriate)		
a	Company does not qualify the status of MSE.		
b	Company does qualify the MSE status.		
c	SC/ST		
d	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No)		
9	PAN No.		
	Copy of PAN enclosed (Yes/No)		
10	Sales Tax / VAT / Service tax registration Number/ GST number		
	Copy of Sales Tax / VAT / Service Tax/ GST certificate enclosed. (Yes / No)		
11	ISO 9000:2008 Certified (Yes/No) & Validity Date		
	Copy of Registration Certificate to be enclosed (Yes / No)		
12	Details of OEM or Authorized Partners of OEM, whose products are being proposed		
	MAF from OEM as per format given in Annexure – XVI enclosed. (Yes /No)		
13	Financials		
	Parameter	FY	Amount in lakh
a	Annual Turnover (Gross Income excluding other Income)	2014 – 2015	
		2015 – 2016	
		2016 – 2017	
b	Cash Profit	2014 – 2015	
		2015 – 2016	
		2016 – 2017	

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S.N.	Information about the Bidder	Bidder's response	Attachment Tag
c	Net worth	2014 – 2015	
		2015 – 2016	
		2016 – 2017	
d	CA certificate submitted. (Yes / No)		
14	Contact Details of Bidder's authorized representative to make commitments to SIDBI. Power of attorney as per format given in Annexure – VI to be submitted.		
a	Name		
b	Designation		
c	Office address		
d	Land Line No.		
e	Mobile No.		
f	Fax No.		
g	Mail Id		
15	Bidder should not have been blacklisted by any PSU or Public Sector Bank or RBI or IBA or any other Government entity as on the last date of submission of Bid.		
	Self declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure – IV to be submitted.		
16	EMD Details		
a	DD / Pay Order / Bank Guarantee		
b	Number		
c	Date of Issue		
d	Issuing Bank		
e	Amount (Rs.)		
17	Tender Form Cost Details		
a	DD / Pay Order		
b	Number		
c	Date of Issue		
d	Issuing Bank		
e	Amount (Rs.)		

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

Note

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

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10.3 Annexure –III : Response to the Eligibility Criteria

(RfP No.: 400/2018/1305/BYO/RMD dated January 16, 2018)

[To be included in Eligibility Bid Envelope]

Proposals of bidders not complying with the 'Eligibility criteria' or who fail to submit documentary evidence thereon are liable to be rejected and will not be considered for further evaluation.

The proposal of the bidder should adhere to the following Eligibility Criteria.

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Sr. No.	Criteria	Documents to be submitted as a proof/declaration	Compliance [Yes/ No]	Attachment Tag ^{\$\$}
1.	The Bidder should have been incorporated under Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 and subsequent amendments thereto.	Certificate of Incorporation / Registration certificate		
2.	The Bidder must be OEM or authorized partner for the proposed solution.	Letter/ certificate from OEM, in case of authorized partner.		
3.	The Bidder must be a reputed experienced Company operating in the field of IT Consultancy/ IT Services/ IT solution for at least 5 years in India as on the date of submission of bid. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account).	Copy of a Work order/ contract in respect of a customer and its completion certificate. (5 Years will be calculated from the date of completion of the work order).		
4.	The Bidder should have a minimum turnover of at least INR 30 crores or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid.	Copies of Audited Balance Sheet for FY 15, FY 16 and FY 17.		
5.	The bidder should have positive net worth and cash profit (no cash loss) in 2 years out of the last three years			
6.	The Bidder should have an office in India.	Self declaration with contact details of the Bidder on Bidder's Letterhead		
7.	The Bidder must have completed at least one project of proposed ALM	Copy of work order along with completion certificate for completed		

Sr. No.	Criteria	Documents to be submitted as a proof/declaration	Compliance [Yes/ No]	Attachment Tag ^{\$\$}
	implementation in an entity in BFSI** sector in India with a Balance Sheet size of `50,000 crore. Reference of all such experiences where the implementation activity is complete as on the last date of submission of bids, will only be considered.	projects. Completion certificate issued by the customer must indicate the date of implementation sign-off of the solution.		
9	Bidder should not have been blacklisted by any PSU or Public/ Private Sector Bank or RBI or IBA or any other Government entity as on the last date of submission of Bid.	Self declaration regarding Clean Track Record as per format Annexure -IV enclosed.		
10	The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure-XV	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in Annexure-XV needs to be enclosed.		

Signature of Authorised Signatory
Seal of the Organisation

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

10.4 Annexure – IV : Declaration Regarding Clean Track Record

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

Date:

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

Dear Sir,

Declaration Regarding Clean Track Record

Implementation of PROPOSED ALM

(RfP No: 400/2018/1305/BYO/RMD Dated: January16, 2018)

I have carefully gone through the Terms & Conditions contained in the **Implementation of proposed ALM (RfP No: 400/2018/1305/BYO/RMD Dated: January15, 2018)** We hereby declare that our company has not been debarred/ black listed by any PSU, Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India as on the date of bid submission. I further certify that I am competent authority in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We also declare that we are not engaged by SIDBI for providing services like system integration or supplying of software / hardware. We are also not OEM of any related product.

Thanking you,

Yours sincerely,

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

10.5 Annexure – V : Letter of Competence

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

Implementation of proposed ALM

(RfP No: 400/2018/1305/BYO/RMD Dated: January16, 2018)

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

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

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

Thanking you,

Yours sincerely,

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

10.6 Annexure – VI : Power of Attorney

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

Implementation of proposed ALM

(RfP No: 400/2018/1305/BYO/RMD Dated: January16, 2018)

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

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to **Request for proposal (RfP No: 400/2018/1305/BYO/RMD Dated: January16, 2018) for ‘Implementation of PROPOSED ALM’** and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

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10.7 Annexure – VII : Letter of Conformity

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

Date:

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

Dear Sir,

Implementation of proposed ALM

(RfP No: 400/2018/1305/BYO/RMD Dated: January16, 2018)

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RfP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in **Annexure-XII** of the main RfP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RfP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

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

Thanking you,

Yours sincerely,

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

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10.8 Annexure – VIII : Bank Guarantee

Implementation of proposed ALM

(RfP No: 400/2018/1305/BYO/RMD Dated: January16, 2018)
(To be executed on a non judicial stamp paper of requisite value)

BANK GUARANTEE

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

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ` . _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Implementation of Proposed ALM Solution**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before

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any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.

5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____
6. The liability under this guarantee is restricted to ` _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.

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12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to ` _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)”
15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Mumbai

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

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

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

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10.9 Annexure – IX : Commercial Bid

The Bidder is expected to quote the costs for all items required for fully complying with the requirements of the RfP in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully implement and maintain the solution for the period of the contract.

Commercial Bid - cum- Price Break-up Format

(RfP No: 400/2018/1305/BYO/RMD Dated: January16, 2018)

[To be included in Commercial Bid Envelope]

Bidder is required to furnish the commercial details in following formats. Cost is to be mentioned in INR. Rows may be added in the following tables based on requirement.

Software Components (Inclusive of 1 Year warranty) :-

Sl . No .	Name of Software Component	License Type (Named-user /Concurrent)	Qty	Unit Cost (with 1 yr warranty)	Taxes on Unit Cost	Total Cost (with 1 yr warranty)	Remarks, if any
1							
2							
3							
....							
Total (Inclusive of 1 year warranty)							

Note: Bidder must mention separate line items for each software components for the proposed ALM solution.

Software Components (ATS Cost for 2nd and 3rdYear) :-

Sl . No.	Name of Software Component	License Type (Core/Named-user /Concurrent)	Qty	ATS Cost for 2 nd Year			ATS Cost for 3 rd Year			Remarks, if any
				Unit Cost	Taxes on Unit Cost	Total Cost	Unit Cost	Taxes on Unit Cost	Total Cost	
1										
2										
3										
....										
Total (ATS)				---			---			

Software Components (ATS Cost for 4th and 5thYear) :-

Sl . No.	Name of Software Component	License Type (Core/Named-user /Concurrent)	Qty	ATS Cost for 4 th Year			ATS Cost for 5 th Year			Remarks, if any
				Unit Cost	Taxes on Unit Cost	Total Cost	Unit Cost	Taxes on Unit Cost	Total Cost	

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								Cost		
1										
2										
3										
....										
	Total (ATS)			---			---			

Note :

- Bidder must mention separate line items for all the software components individually of the proposed ALM solution.
- Bidder shall quote software cost with 1st year warranty.
- Warranty/ATS cost upto 5th year for all the software components will be taken into account for commercial evaluation by using NPV calculation method. However, payment of ATS cost for 2nd, 3rd, 4th and 5th years will be made in the beginning of the respective year.
- The lower of %ge rate applied by the bidder to arrive at ATS cost, mentioned in commercial bid, for 2nd, 3rd, 4th and 5th year respectively will be applicable to avail renewed ATS services by the Bank in subsequent years after the contract period for the implemented solution and the bidder will be required to arrange for the same.
- Bidder will ensure back-to-back warranty and ATS arrangement with OEM for all software components during Warranty and ATS period.

Hardware Components including OS (Inclusive of 3 Year warranty) :-

Sl . No .	Name of Software Component	License Type (Named-user /Concurrent)	Qty	Unit Cost (with 3 yr warranty)	Taxes on Unit Cost	Total Cost (with 3 yr warranty)	Remarks, if any	
1								
2								
3								
....								
	Total (Inclusive of 3 year warranty)							

Note: Bidder must mention separate line items for each hardware component proposed for implementation of the ALM solution.

Hardware Components (AMC Cost for 4th and 5th Year) :-

Sl . No.	Name of Software Component	License Type (Core/Named-user /Concurrent)	Qty	AMC Cost for 4 th Year			AMC Cost for 5 th Year			Remarks, if any
				Unit Cost	Taxes on Unit Cost	Total Cost	Unit Cost	Taxes on Unit Cost	Total Cost	
1										
2										

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3										
....										
	Total (AMC)			---		---				

Note :

- Bidder must mention separate line items for all the hardware components individually of the proposed ALM solution.
- Bidder shall quote hardware cost with 3 year warranty.
- Warranty/AMC cost upto 5th year for all the hardware components will be taken into account for commercial evaluation by using NPV calculation method. However, payment of AMC cost for 4th and 5th years will be made in the beginning of the respective year.
- The lower of %ge rate applied by the bidder to arrive at AMC cost, mentioned in commercial bid, for 4th and 5th year respectively will be applicable to avail renewed ATS services by the Bank in subsequent years after the contract period for the implemented solution and the bidder will be required to arrange for the same.
- Bidder will ensure back-to-back warranty and AMC arrangement with OEM for all hardware components during Warranty and AMC period.

Implementation %:-

Sl . No.	Name of the item	Qty	Unit Cost	Taxes	Total Cost	Remarks, if any
1	Implementation and data migration cost	1				
....						
	Total					

%: Implementation Cost includes Data Migration Cost + cost of Change Request for 6 months.

Cost of On-site Administration and Customization (during 1st year after final acceptance of the solution) :-

Sl . No.	Name of Items	Qty	Unit Cost for 1 month	Taxes on Unit Cost	Total Cost	Remarks, if any
1	Cost of one on-site administrator-cum-developer (with at least one year experience)	12				
2	Man month rate for any customization/ change request	6				
	Total					

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- The vendor will make services of one administrator-cum-developer (having Bachelor's qualification and at least 3 yrs of relevant experience) available on-site for one year at SIDBI after final acceptance of the solution for administration of the solution, development of workflow, customization and coordination with other stakeholders as per requirement of the Bank.
- In case of requirement of the Bank, the vendor will continue to extend above services of on-site administrator-cum-developer in 2nd, 3rd, 4th and 5th year also at the same commercial rate.
- The Bank reserves the right to hire additional resource of similar profile during the contract period at the same commercial rate and the vendor will be required to arrange for the same in case of requirement of the Bank.
- Payment will be made proportionately on actual number of person-months utilized.

Training :-

Sl. No.	Name of the item	Batches	Unit Cost	Taxes	Total Cost	Remarks, if any
1	Training	Senior Executive level awareness program (half day)	1 (10 persons)			
2		Core Team Training (2 days)	2 (5 persons)			
3		TechnicalUser Training (3 days)	1 (5 persons)			
		Total (Training)				

Note :

- Bidder will quote unit rate for each training type. Price quoted should include all incidental fees like travelling, boarding, lodging etc.. Bank will not bear any extra expenditure other than what is quoted in the commercial bid.
- Bidder will extend additional training services, if required by the Bank, anytime during the contract period at the unit rate mentioned above for respective type of training. Bank will make additional payment at the unit rate quoted by the bidder and finalized in the contract for respective type of additional trainings beyond the scope of this tender.

Cost Summary

- Bidder shall fill in the following table with summarized price details taken from the tables above. These Costs are inclusive of applicable taxes.
- Total Cost of Ownership (TCO) will be arrived as follows.

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Sl. No.	Cost Items	Base Cost	Warranty /ATS Cost (1st Year)	Warranty /ATS Cost (2nd Year)	Warranty /ATS Cost (3rd Year)	Warranty /ATS Cost (4th Year)	Warranty /ATS Cost (5th Year)	Sub-Total
		A	B	C	D	E	F	Σ
1	Hardware Cost (including OS)							
	Software Cost							
2	Implementation Services and data migration cost		NA	NA	NA	NA	NA	
3	Cost of On-site Administration and Customization		NA	NA	NA	NA	NA	
4	Training		NA	NA	NA	NA	NA	
	Sub-Total		$\Sigma(A+B)$	ΣC	ΣD	ΣE	ΣF	
	TCO		$\Sigma(A+B) + \Sigma C + \Sigma D + \Sigma E + \Sigma F$					

Note :

- Any cost mentioned under 'Base Cost' or 'Warranty /ATS /Cost (1st Year)' column or bundled with 'Base Cost' will be treated as 1st year's cost for applying NPV formula during commercial evaluation in case of software components.
- Any cost mentioned under 'Base Cost' or 'Warranty /AMC /Cost (1st Year to 3rd Year)' column or bundled with 'Base Cost' will be treated as 1st year's cost for applying NPV formula during commercial evaluation in case of hardware components.
- Bidder must ensure that prices reflected in above TCO table exactly match with sub-head wise details of prices given in earlier tables in this Annexure.
- Bidder may please note that all the prices reflected in the above Cost summary table will be taken into account for commercial evaluation using NPV method (formula available in MS Excel)

Date

Signature of Authorised Signatory ...

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Place	Name of the Authorised Signatory ... Designation ... Name of the Organisation ... Seal ...
-------	---

Terms & Conditions:

Please note that the cost break up must be provided strictly in the format specified above. Bank reserves the exclusive right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Bank also reserves the right to procure one or more modules related to PROPOSED ALM, depending on requirement. Any decision in these regards by the Bank shall be Final, conclusive and binding on the Bidder. The Bank shall not entertain any claim or be responsible for the same.

10.10 Annexure – X : Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**Implementation of Proposed ALM Solution**” as per scope defined in the **Request for Proposal (RfP No: 400/2018/1305/BYO/RMD dated : 16/01/2018)** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400 051 (hereinafter referred to as the BANK) and,

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

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

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

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written 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, document, plan, pattern, sample or information (to be) furnished or shared 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 ...
	Name of the Organisation ...

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Seal ...

10.11 Annexure – XI : Bank Mandate Form

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier: _____

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier: _____

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR¹cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE ²	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

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

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Place: _____

Date : _____

Signature of the party / Authorized Signatory

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

Bank's stamp:

Date :

(Signature of the Authorized Official from the Banks)

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

^{1,2}: Note on IFSC / MICR

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

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10.12 Annexure – XII: Statement of Deviations

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

Implementation of Proposed ALM Solution

(RfP No: 400/2018/1305/BYO/RMD dated : 16/01/2018)

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

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

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

Table 10-1 List of Deviations

List of Deviations			
S. N.	Clarification point as stated in the tender document	Page / Section Number in RfP	Comment/ Suggestion/ Deviation
1.			
2.			
3			

<additional rows may be added, if required>

Date _____ Signature of Authorised Signatory: _____

Place _____ Name of the Authorised Signatory: _____

Designation: _____

Name of the Organisation: _____

Seal: _____

10.13 Annexure – XIII - EMD / Bid Security Form

Implementation of Proposed ALM Solution

(RfP No: 400/2018/1305/BYO/RMD dated : 16/01/2018)

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

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

WHEREAS (Name of Vendor) (hereinafter called the "the Vendor") has undertaken, in pursuance of RfP No : dated to supply (Description of Products and Services) (Herein after called the "the RfP") to you.

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

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

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

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

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding `/- (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RfP and without cavil or argument, any sum or sums within the limit of `/- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RfP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RfP or any other document or security waiver by you of any of

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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

.....

10.14 Annexure – XIV : Resource Credentials

Table 10-2 Resource Credentials for Proposed ALM Solution

(RfP No: 400/2018/1305/BYO/RMD dated : 16/01/2018)

Srl. No.	Roles	Name	Academic & Professional Qualification	Work experience	No. Of Projects handled	Relevant work experience	Remark
1.	Program Manager						
2.	Technical Expert						
3.	Business Analyst						
4.	BPR Lead						
5.	Solution Architect						
6.	Security Expert						
7.	Infrastructure Architect						
8.	Application Expert - Core						
9.	DW/BI Architect						

10.15 Annexure – XV : Pre Contract Integrity Pact

PRE CONTRACT INTEGRITY PACT

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of ----, 2015 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to shortlist vendor for carrying out Procurement and Implementation of Web Gateway Security Solution for Data Center and DR site 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

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BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

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

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

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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 ₹4,50,000/- as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

(i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue

ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

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- iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
 - vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

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

8 Independent Monitors

- 8.1 The BUYER has appointed Shri Ashok Sinha, IAS (Retd.), 13 Yayati, Sector 58A, Nerul (West), Palm Beach Road, Navi Mumbai – 400706, Ph : +91 9821844044, Mail Id : asinha51@gmail.com as Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

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- 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.

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

BUYER

BIDDER

Name of the Officer

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.....
Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

10.16 Annexure – XVI : Manufacturer Authorisation Format

(To be submitted on OEM's letter head for each of the products quoted)

Ref:

Date:

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

Dear Sir,

Manufacturer Authorisation for

(RfP No: 400/2018/1305/BYO/RMD dated : 16/01/2018)

We <OEM Name> having our registered office at <OEM Address> duly registered and in existence in accordance with the laws of India and are the licensors of proposed ALM solution. We do hereby authorise M/s_____ (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

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

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the Bank during the one year warranty and AMC period thereafter.

<OEM Name>

<Authorised Signatory>

Name: _____

Designation: _____

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

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10.17 Annexure – XVII: Technical Proposal Covering Letter

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

General Manager,

Resources Management Vertical,
Small Industries Development Bank of India
4th Floor, MSME Development Centre
Plot No. C-11, G Block, Bandra Kurla Complex
Bandra (E), **Mumbai- 400 051**
Phone: 022-67531100 / 67531302
Fax: 022-67531236

Sir,

Subject: Technical proposal for implementation of proposed ALM solution

We, the undersigned, offer to provide services for the ALM solution for SIDBI, in accordance with your RfP document (RfP No: 400/2018/1305/BYO/RMD dated : 16/01/2018). We are hereby submitting our proposal, which includes Minimum Eligibility Criteria, Technical Proposal and Commercial Proposal in three separate sealed envelope.

[Please indicate why you are best suited for this assignment. The maximum permissible limit for the Cover letter is 2 pages].

Details of our technical proposal is annexed with this letter. (Please provide your detailed technical proposal, as mentioned in the Annexure – XVIII: Detailed Technical Proposal of this RFP)

If contract discussions are held during the period of validity of the Technical proposal, i.e., before **[Insert Date]**, we undertake to contract with SIDBI, failing which our EMD may be forfeited. Our Technical Proposal is binding upon us and is subject to the modifications resulting from contract discussions.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

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

Name of the Organisation ...

Seal ...

10.18 Annexure – XVIII: Detailed Technical Proposal

Technical Bid for Proposed ALM Solution

(RfP No: 400/2018/1305/BYO/RMD dated : 16/01/2018)

[To be included in Technical Bid Envelope]

- A. Bidder is requested to note that scoring on subjective 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.

Sr. No.	Parameters	Information to be Submitted	Annexure /Tag No.	Remarks
1	Compliance of the solution to meet Features & Functionality	Details are to be furnished as mentioned in the relevant section of RfP in the format Annexure - XIX		
2	Approach and Methodology	Detailed information to be submitted as mentioned in section 8.2.2.2		
3	Presentation & Product Demonstration	Bidder shall arrange for the same as mentioned in section 8.2.2.3		

- B. Bidder will provide Server Hardware & OS, Database, Middleware, etc. required for implementation of the proposed ALM solution. Particulars of these may be provided in the following format. SAN storage with the following specification (§§) will be provided by the Bank. However software part of the SAN to SAN replication has to be provided by the bidder. The bidder has to configure the proposed ALM Solution so as to make it compatible with the Bank provided SAN storage.

Item Name	Bill Of Material
Server Hardware	
Server Operating System	
Database	
Middleware (If any)	
Any other h/w or s/w	

- §§ Currently, Veritas Net-Backup Data centre (NBU) is being used as Enterprise Backup Solution (EBS) at Mumbai Data Center (MDC). Placed below are the configuration details.

Veritas Net-Backup Data centre	NetBackup server version from 7.7.3
Operating System	Red Hat Enterprise Linux 6.9
Tape Library	SUN SL500 Tape Library (4 Drives)

\$\$ EBS solution has been configured for taking backup of Server (Windows & Linux), File Server, Oracle Database, IBM Notes & SWIFT server at MDC. All data has been stored on HPE 3-PAR 8200-2N based SAN storage.

10.19 Annexure – XIX: Features & Functionality

Features & Functionality for Proposed ALM Solution

(RfP No: 400/2018/1305/BYO/RMD dated : 16/01/2018)

[To be included in Technical Bid Envelope]

Feature/functionality		Level	Vendor score
Data management	Source	Standard gateway for acceptance of data from multiple sources	3
		Capability to capture/import data on all assets and liabilities from legacy / third party business application software	3
		Business applications include	
		a) Direct Finance	3
		b) Bills discounting	3
		c) Re-Finance	3
		d) Promotion & Development and SFMC applications	3
		e) RTUF application	3
		f) Any other application being used by SIDBI but not mentioned above	3
		Integration with domestic Treasury dealing applications (Credence Software) to extract data on investment related cash inflows and outflows	3
		Integration with Forex Transaction application (Credence Software) to extract data on Forex related cash inflows and outflows	3
		Integration with Resource Management Application to extract data on cash inflows and outflows pertaining to fund raising	3
		Integration with existing accounting application (Flexcube) to extract all relevant data on cash inflows and outflows	3
		Customizable templates and Built-in data entry form for the cases which are not captured through any other business application	3
	Ability to handle multiple chart of accounts	2	

Feature/functionality		Level	Vendor score	
	Validation/ Reconciliation	Tool for automatic verification and validation of uploaded data with appropriate measure of correction	3	
		Reconciliation of GL balances with the aggregate account data to identify internal inconsistency of the uploaded data	3	
	Export	Ability to facilitate user to export (using GUI based drag & drop feature) data from a set of fields to an EXCEL spreadsheet for off-line analysis	2	
		Ability to transfer reports and other data as EXCEL spreadsheet for separate analysis	2	
Standard and user-defined repricing types		Associate multiple instruments to same re-pricing types	2	
		Ability to manual input specific rates or derive rates from yield curve	3	
		Ability to define different repricing characteristics /rates for different periods in an instrument's life	3	
		Ability to define different yield curves for different periods	3	
		Ability to define repricing characteristics for specific dates and terms	2	
		Ability to define rate caps & floors	3	
		Ability to define proprietary gaps other than the regulatory gaps	2	
		Capability to capture foreign exchange rates	3	
Standard and user-defined payment patterns		Associate multiple instruments to same payment pattern types	2	
		Ability to define different payment characteristics for different periods in an instrument's life	3	
		Ability to define payment characteristics for specific dates and terms	2	
		Ability to define 'interest only' payments	3	
		Ability to create user specified payment schedule for amounts and dates	3	
Amortisation types for cash flow modeling		Provides a robust cash flow engine as part of the system that supports the following		
		Conventional amortisation (EMI)	3	
		Principal only	3	
		Balloon Payments	3	
		Amortisation for floating rate instruments	3	

Feature/functionality		Level	Vendor score
	Negative amortisation	2	
	Rule of 78s	3	
Product modeling	Modeling off-balance sheet instruments	3	
	Built-in consistency & validation check for extracted data to generate correct cash flows	3	
	Ability to specify user-defined buckets for cash flow modeling/ forecasting	3	
	Ability to generate comparisons of cash flows between scenarios	3	
	Ability to store cash flows for base and scenario results for auditing purposes	3	
	Non-maturity product modeling	3	
Prepayment Modeling	Instrument / account level prepayment assumptions should be modeled in different ways:		
	By specifying a constant flat percentage of the current balance	3	
	By specifying prepayment rates based on either age, term or rate characteristics	3	
	By specifying mathematical relationships between prepayment rates & spreads	3	
	Modular, re-usable prepayment tables	3	
	Ability to optionally model seasonality adjustment factors based on past experience for prepayments	3	
New Business Volume Activity	Ability to forecast business volumes per product type	3	
	Ability to forecast both new business and roll-over of old business	3	
	Support modeling of new volume & roll-overs using the following (but not limited to) techniques		
	Target End Balance	3	
	Target Average Balance	3	
	Target Growth Percentage	3	
	Absolute New Volume	3	
	Roll-overs with new volume	3	

Feature/functionality		Level	Vendor score
	Ability to specify the timing of the new volume of business - distributed evenly or at the end of a bucket	3	
	Support new volume activity forecasting based on market factors (interest rates)	3	
	Ability to auto-balance the balance sheet with the new business volume assumptions	3	
Models for Behavioral analysis	Amortisation pattern for non-maturity products	2	
Prepayment / Premature withdrawal patterns	Roll-over pattern of Term Deposits Devolvement pattern of Letter of Credit / Bank Guarantee	2	
New Business Characteristics	Ability to define the characteristics of the new business in terms of		
	Term distribution of new business added during each forecast period	3	
	Pricing linked to market/ interest / rates	3	
	Multiple maturity-mix tiers per product	3	
	Variable pricing margin assumptions	3	
Stochastic Processing and Support	Support at least the following two yield curve smoothing techniques		
	Cubic spline	2	
	Linear Interpolation	2	
	Support the choice of atleast the following term structure models (including no-arbitrage models)		
	Merton	2	
	Vasicek	2	
	Ho & Lee	3	
	Extended Vasicek	3	

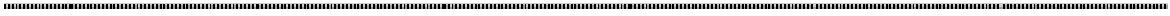
Feature/functionality		Level	Vendor score
	Ability to generate forecast of the index rates (eg. MIBOR) based on Monte Carlo forecast of the risk free rate	3	
	Optimized random number generator for stochastic modeling or rate path generation for MC simulations	3	
Provide for calculation of sensitivity to movements in interest rates through:	Parallel shifts in the yield curve	3	
	Interest rate shocks for stress tests	3	
	Perturbations at individual points on the yield curve	3	
	Changes in spread	3	
Gap Analysis	Static and dynamic gap modeling	3	
	Independent time bucketing	3	
	User-defined buckets for gap reporting separate from Buckets for cash flows	3	
	Provide an option to divide individual cash flows between 'grid points' on an appropriate weighted basis.	2	
Multicurrency	Ability to define currency as a dimension in current balance sheet and assumptions	3	
	Ability to forecast exchange rates,	3	
	Currency gain/loss calculations, MTM on swaps	3	
	Detailed and consolidated results	3	
Market Value	Deterministic and stochastic valuation techniques	2	
	Duration analysis across product groups	3	
	Define unlimited forward valuation dates for deterministic valuation of balance sheet	3	
	Incorporation of Option Adjusted Spread calculation for embedded options	3	

Feature/functionality		Level	Vendor score
Value At Risk (VaR) & Earnings At Risk (EaR)	Ability to compute VaR & EaR using Monte Carlo valuation technique	3	
	Ability to define a user-defined risk period for calculating VaR & EaR	3	
	Output VaR & EaR across all full range of confidence intervals	3	
	Store VaR & EaR results to utilise for backtesting in future	3	
Flexibility and Control	User-defined product categorization	3	
	User-defined aggregation across product/account/business unit for analysis and reporting	2	
	User-defined processing criteria - batch or otherwise, calculation parameters, audit capabilities	2	
	User-defined breakout of time buckets for cash flows and gaps	2	
	Flexible financial data output for targeted analysis	2	
Risk Coverage Strategies (Hedging)	System to allow definition of 'hedge' products to evaluate hedge strategies	3	
	Separate definition of hedge instruments	3	
	Unlimited transaction capabilities	3	
Assumption Management	Ability to define assumptions for modeling product characteristics	3	
	Ability to define assumptions for forecasting market (int rate and exchange) factors	2	
	Ability to define assumptions for modeling business growth and business mix	2	
	Ability to define associate hedge strategies with assumptions	2	
	Independence between assumptions/forecasts and data (can build multiple assumptions around same data)	3	
	Assumptions combined during processing in a batch mode	2	
	Ability to create unlimited combination of assumptions for multiple analyses	2	
Miscellaneous	Account level mappings to different sub-classifications depending upon GL balances	3	
	Reliable security system	3	

Feature/functionality		Level	Vendor score
	Simultaneous multiple user access	2	
	Audit trail	3	
Integration and utility	Ability to share the cash flows generated for both ALM and Funds Transfer Pricing requirements	3	
	Share business assumptions & rules across applications	3	
Reports, MIS & dynamic query	Reports	Report at any level of detail (drill down and aggregate)	3
		Ability to build customizable hierarchical roll up structure	3
		Ability to highlight exceptions in reports using different fonts, size and colours	2
		Ability to report across product, account, and business unit	3
		Graphical representation of reports	2
		Standard reports for following but not limited to :	
		Static and Dynamic Gaps	3
		Interest Rate sensitivity	3
		Currency-wise mismatch	3
		Bucket-wise mismatch	3
		Dynamic liquidity	3
		Variance analysis	3
		Mark to market reports	3
		Net Interest Income reports	3
		Customer / Product/ Account / Line of Business (SBU) / Branch / RO Level Profitability Analysis	3
		Total Organisational Level Profitability Analysis	3
		Cost of Fund by Customer / Product/Account Line of Business (SBU) / Branch / RO Level Profitability Analysis	3
		Net Interest Margin Analysis	3
		Interest Rate Risk Analysis/Reporting	3
		Value @ Risk Analysis and Reporting	3
Earnings @Risk Analysis and Reporting	3		

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Feature/functionality			Level	Vendor score
		Market Value - deterministic and stochastic	3	
		Scenario Income reports	3	
		Basel III Liquidity Ratios - Liquidity Coverage Ratio, Leverage Ratio and Net Stable Funding Ratio	3	
	Others	Gaps statement based on contractual maturity	3	
		Should have querying facilities to build own queries	3	
Net Interest Income analysis		Ability to compute transfer charge/ credit at account level for both fixed and floating rate instruments	2	
		Ability to carry out the analysis on the basis of customer / account / branch / line of business / product / region / entity	2	
Fee Income analysis		Ability to carry out the analysis on the basis of customer / account / branch / line of business / product / region / entity	2	
Allocation of non-interest expenses from cost centers to profit centers		(i) From - To analysis for allocated costs (ii) absorption costing and standard costing (iii) allocation of capital to Line of Business / branch / product / customer / account	3	
Net Income analysis		Ability to carry out the analysis on the basis of customer / account / branch / line of business / product / region / entity	2	



End of RfP Document