



**भारतीय लघु उद्योग विकास बैंक**  
**Small Industries Development Bank of India**

**व्यवसाय प्रक्रिया पुनर्संरचना एवं  
परियोजना प्रबंध हेतु परामर्शदाता  
की नियुक्ति  
हेतु**

**प्रस्ताव का आमंत्रण**  
**Request for Proposal**

**For**  
**Appointment of Consultant for Business  
Process Re-engineering and  
Project Management**

(निविदा सं. 400/2017/1223/BYO/ITV दिनांक 16/12/2016)  
(RfP No : 400/2017/1223/BYO/ITV dated 16/12/2016)

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## Notice

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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' or 'Service provider' refers to the bidder who gets selected by the bank after completion of evaluation process.
4. 'RFP' or 'Tender' means the Request For Proposal document.
5. 'DC' means Data centre, 'DR' means disaster recovery
6. 'Bid' may be interchangeably referred to as 'Offer'.
7. '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
DC	Data Centre
DR	Disaster Recovery
EMD	Earnest Money Deposit
EOI	Expression of Interest
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PMC	Project Management Consultant
PMO	Project Management Office
PO	Purchase Order
RfP	Request for Proposal
TAT	Turn-Around-Time
TTT	Train The Trainer

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## Bid Critical Information/ निविदा महत्वपूर्ण सूचना

(RfP No : 400/2017/1223/BYO/ITV dated December 16, 2016)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	December 30, 2016 / दिसम्बर 30, 2016	--
2	Pre Bid meeting ( <i>no clarifications would be given after pre-bid meeting</i> )/ पूर्व-बोली बैठक )पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा(	January 03, 2017 / जनवरी 03, 2017	11:00am
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	January 17, 2017 / जनवरी 17, 2017	4:00pm
4	Address for Bid Submission/ बोली जमा करने का पता	<b>महाप्रबन्धक (सिस्टम्स) / General Manager (Systems)</b> Small Industries Development Bank of India 3rd Floor, Information Technology Vertical MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), <b>Mumbai - 400 051</b> Phone: 022-67531100 / 67531229 Fax: 022-67531236	
5	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	January 17, 2017 / जनवरी 17, 2017	4:30pm
6	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	
7	Bid Validity/ बोली के वैधता	<b>90 days</b> from the last date of bid submission. बोली जमा करने की अंतिम तिथि से 90 दिन तक।	
8	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	The bidders are required to arrange for Presentation. Date would be intimated at a later date. बोलीदाताओं को प्रस्तुतियों का प्रबंध करना होगा। बाद में सूचित किया जायेगा	
9	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	Sudhir Tandon, DGM (Systems) 022-67531245, standon@sidbi.in Pranab Acharyya, AGM (Systems) 022-67531225, pranab@sidbi.in	

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# 1. Introduction and Disclaimers

## 1.1 Preface

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling SIDBI to select a consultant for carrying out Business Process Re-engineering and Project Management for its IT initiatives. 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.

## 1.2 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.

## 1.3 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").

## 1.4 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 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.

## 1.5 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.

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## 1.6 No Legal Relationship

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

## 1.7 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.

## 1.8 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.

## 1.9 Acceptance of Selection Process

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

## 1.10 Errors and Omissions

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document but not later than twelve business days prior to the due date for lodgment of Response to RFP.

## 1.11 Acceptance of Terms

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

## 1.12 Requests for Proposal

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

Contact : Pranab Acharyya  
Position : Asst. General Manager (Systems)  
Email : pranab@sidbi.in  
Telephone : +91 - 22 - 67531225

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.

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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.

### **1.13 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.

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## 2. RfP Response

### 2.1 Bid Price

1. Non-refundable Bid Price of ₹ 5,000/- (₹ Five thousand only) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring 'Small Industries Development Bank of India', must be submitted along with RFP response.
2. Government organizations and companies registered with MSME are exempted from submission of bid price.
3. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

### 2.2 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit. Details of the EMD are given in section 7.2.6.

### 2.3 RFP Closing date

RFP Response should be received by SIDBI not later than the time and date mentioned in 'Bid Critical Information' section before, at SIDBI Office premises.

### 2.4 RfP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period of **90 days** from the date of the submission of bids.

### 2.5 Late RFP Policy

Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened **within 02 weeks from the last date of bid submission**.

### 2.6 Receiving of RFP Response

Receiving of RFP response will be registered by SIDBI in a separate register kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted through hand delivery or by post. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

### 2.7 Requests for information

Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing or through e-mail by the time mentioned in 'Bid Critical Information' section before. No query / clarification would be entertained over phone.

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All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

## 2.8 Pre-Bid Meeting

The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Bid Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.

It would be the responsibility of the Bidders to be present at the venue of the meeting.

Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Bid Critical Information' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank ([www.sidbi.in](http://www.sidbi.in)) website and Central Public Procurement Portal (CPPP) within maximum 05 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

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.

## 2.9 Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

## 2.10 Selection process

Successful Bidder will be selected through three bids evaluation process:

- 1) Pre-qualification / Eligibility evaluation
  - 2) Technical evaluation
  - 3) Commercial evaluation.
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## 2.11 Details of Bids to be Submitted

1. Bidders are required to submit their responses in THREE envelopes, with contents of each as under:

**Table 2-1 Submission of Bids**

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
<b>I</b>	<p><b>Minimum Eligibility Bid</b></p> <ul style="list-style-type: none"> <li>i. Bid Covering letter as per format prescribed in <b>Annexure-I</b></li> <li>ii. General Information about Bidder as prescribed in <b>Annexure-II</b></li> <li>iii. Response to Minimum Eligibility Bid as per format prescribed in <b>Annexure-III</b></li> <li>iv. DDs/Instruments towards bid price</li> <li>v. DDs/Instruments towards Earnest Money Deposit (EMD)</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>vi. Bank Mandate Form as per format prescribed in <b>Annexure-XII</b>.</li> </ul>	One hardcopy and one softcopy on CD / pendrive	“Minimum Eligibility – Appointment of Consultant for BPR & PM – (RfP No : <b>400/2017/1223/BYO/ITV</b> )”
<b>II</b>	<p><b>Technical Bid</b></p> <ul style="list-style-type: none"> <li>i. Response to Technical Bid as per format prescribed in <b>Annexure-IV</b></li> <li>ii. Declaration regarding clean track record, as per format prescribed in <b>Annexure-V</b>.</li> <li>iii. Letter of competence as per format prescribed in <b>Annexure-VI</b>.</li> <li>iv. Power of Attorney as per format prescribed in <b>Annexure-VII</b>.</li> <li>v. Letter of Conformity as per format prescribed in <b>Annexure-VIII</b>.</li> <li>vi. Non-disclosure Agreement as per format prescribed in <b>Annexure-XI</b>*.</li> <li>vii. Statement of Deviation as per format prescribed in <b>Annexure-XIII</b></li> <li>viii. Resource credential as per format prescribed in <b>Annexure-XV</b></li> <li>ix. Masked Commercial bid <b>Annexure-X</b></li> <li>x. Pre Contract Integrity Pact as per format prescribed in <b>Annexure-XVII</b></li> </ul>	One hardcopy and one softcopy on CD / pendrive	<p>“ Technical Bid – Appointment of Consultant for BPR &amp; PM – (RfP No : <b>400/2017/1223/BYO/ITV</b>)”</p> <p>* If it is submitted in terms of section 3.7, Bidder is not required to submit the same again with technical bid</p>
<b>III</b>	<p><b>Commercial Bid</b></p> <ul style="list-style-type: none"> <li>i. Response to Commercial Bid as per format prescribed in <b>Annexure-X</b>.</li> </ul>	Hardcopy – One	“Commercial Bid – Appointment of Consultant for BPR & PM – (RfP No : <b>400/2017/1223/BYO/ITV</b> )”

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2. Above mentioned three separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “Bid for Appointment of Consultant for BPR and PM – (RfP No : **400/2017/1223/BYO/ITV**)”
  3. All the individual envelopes must be super-scribed with the following information as well:
    - i) Name of the bidder, Contact Name, Number and e-mail id.
    - ii) Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

## 2.12 Important Points for Bid Submission

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

1. Authorised signatory must sign all the pages of the response.
  2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
  3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
  4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
  5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
  6. 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 on SIDBI website and CPPP. Bidders must have close watch on SIDBI website and CPPP during the intervening period before submitting response to RfP.
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## 3. Background

### 3.1 Introduction

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.

#### 3.1.1 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.

##### 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 constitutes around 80% of the Bank's portfolio as on March 31, 2015. Refinance is extended for (i) Setting up of new projects and for technology upgradation / modernisation, diversification, expansion, rehabilitation, energy efficiency, adoption of clean production 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. Cumulatively, the assistance under microfinance through SIDBI has benefited around 332 lakh (approx.) disadvantaged people, most of them being women.

##### 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
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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 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.

### 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.
  - **India Aspire Fund** - SIDBI has launched ASPIRE fund to promote innovation, rural entrepreneurship and agricultural industry. SIDBI would contribute to various angel/ venture capital funds for investing in start-ups/ early stage enterprises focusing on value addition in the rural economy and job creation through social impact funding. The Rs 60 crore 'fund of funds' falls under 'A Scheme for Promotion of Innovation and Rural Entrepreneurship and agro industry (ASPIRE)' for supporting various venture capital funds registered with market regulator Sebi for investing in startups in the agro and rural space.
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- **Startup India** - Startup India is a flagship initiative of the Government of India, intended to build a strong ecosystem for nurturing innovation and Startups in the country. This will drive sustainable economic growth and generate large scale employment opportunities. The Government, through this initiative aims to empower Startups to grow through innovation and design. In order to meet the objectives of the initiative, Government of India announced an Action Plan that addresses all aspects of the Startup ecosystem. With this Action Plan, the Government hopes to accelerate spreading of the Startup movement from digital/ technology sector to a wide array of sectors including agriculture, manufacturing, social sector, healthcare, education, etc. and from existing tier 1 cities to tier 2 and tier 3 cities including semi-urban and rural areas. The Action Plan is divided across the following areas:
    - Simplification and Handholding
    - Funding Support and Incentives
    - Industry-Academia Partnership and Incubation
  - **Standup India** - As a flagship initiative of Government of India, Stand Up India Scheme (SUI) and an interactive web portal ([www.standupmitra.in](http://www.standupmitra.in)) was launched by the Hon'ble Prime Minister. It endeavors to kindle entrepreneurial culture and ensure inclusive access to finance. Under SUI, loans from Rs 10 lakh to Rs 100 lakh is extended to green field enterprises promoted by SC, ST and Women entrepreneurs. Each bank branch has been given a target to achieve at least 2 cases (one case of SC or ST and other for women entrepreneurs) thus minimum target of 2.5 lakh new entrepreneurial ventures are expected to come up. Presently, Standupmitra portal is active and is providing online access facility to entrepreneurs to check its eligibility under Stand Up India Scheme as well as under MUDRA and SME loans. Applications are being lodged from pan India including far flung places.
  - **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.
    - i) SIDBI Venture Capital Ltd. (SVCL) was set up in 1999 to give venture capital / private equity assistance,
    - ii) 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),
    - iii) SMERA Ratings Ltd. (SMERA) set up in 2005 to provide comprehensive ratings to MSMEs,
    - iv) India SME Technology Services Limited (ISTSL), set up in 1995 offers technology advisory and consultancy services,
    - v) India SME Asset Reconstruction Company Ltd. (ISARC) set up in 2008 for speedier resolution of NPAs.
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### 3.1.2 Promotional and Developmental (P & D) Support

- **Promoting Youth Entrepreneurship** through a website [www.smallIB.in](http://www.smallIB.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.

### 3.2 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
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

<b>(ii) Promotion Activities/Development etc</b>	
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	Poorer States Inclusive Growth (PSIG) Project
<b>(iii) Administration /HR/ Planning / others etc</b>	
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

### 3.3 IT Infrastructure

#### 3.3.1 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.

#### 3.3.2 Present IT Infrastructure

**Table 3-2 IT Infrastructure Details**

<b>Infrastructure Type</b>	<b>Details of Components</b>
Hardware	Servers (Tower, Rack & Blades with majority on Intel and few on RISC architecture), Routers, Switches, Backup Tape library, Security devices, Video Conferencing End points, biometric attendance systems etc.
Operating Systems	HP-UX 11. 31 v3, Windows 2003/2008, Linux (RHEL & SuSE), VMWare for virtualization.
Backend database	Oracle 11g in RAC (Real Application Cluster), Oracle Data guard for DR replication of archive logs.

Application Servers	Citrix XenApp 6.5, IBM Websphere Portal and MQ-Series, Oracle Application Server
Web Server	JBoss, Apache Tomcat, IIS, IBM HTTP
Development Tools	Oracle Developer Suite ver 6, Java/JSP, Lotus Domino, IBM Rational
Groupware	IBM Domino 9
Enterprise Backup Solution	LAN / SAN based backup using Veritas Netbackup DataCenter 7.0
Office Automation	MS Office 2003 and above, Unicode
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	Intrusion Prevention System (Cisco), Firewall checkpoint and fortigate
Web Gateway Security	Bluecoat proxy with caching, web content filtering, antimalware and antivirus are deployed at both DC and DR.
Video Conferencing	The core infrastructure consists of Polycom DMA, RSS, MCU, Firewall Traversal, PRI gateway with Polycom real presence desktop clients. Endpoints are mix of Polycom (HDX 8000/7000/Group 500).
EMS Tools	HP OpenView - Operations Manager, Network Node Manager (NNM), Client Configuration Manager (CCM), SM7, SPIs for Database, Lotus Notes and Citrix, Business Crystal Reports.
Access Gateway	Citrix Netscaler
Business Applications	Website, Intranet portal, Business Application with details as given in subsequent paragraph of this document.

### 3.3.3 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 11g 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.

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

An indicative list of applications is given below :

**Table 3-3 List of Applications**

S. No.	Application Name	Use of the Application
<b>In-house Applications</b>		
1	Direct Finance System (DFS)	Term loan management and accounting including Working Capital, bank Guarantee schemes and Non-treasury Investments.
2	Receivable Finance Systems (RFS) / Invoice Discounting Scheme (IDS)	Bill / Invoice discounting management and accounting.
3	Refinance Systems (all schemes)	Management and accounting of various Refinancing schemes to Banks/SFCs/SIDCs
4	Recovery and NPA Management System (RNMS)	Management of NPA accounts.
5	Resource Management System (RMS)	Term deposits and priority sector deposits.
6	Management Information System (MIS)	MIS and Exposure monitoring system
7	Branch Accounting System (BAS)	Legacy accounting system
8	Controllable Expenditure Monitoring software	Bank expenditure monitoring and reporting
9	Payroll System	Salary processing software
10	Common Administrative Payments (CAP)	Staff administrative payments / Reimbursements/ Loans & Advances.
11	Terminal Benefit System (TBS)	Managing terminal benefits like PF, Pension and Gratuity
12	RTUF, TUFS	Managing interest subsidies out of Govt. Schemes (CLCSS is handled using e-portal platform of DC-MSME, GOI)
13	Compliance Management Software	Managing information of various statutory returns
14	RTI System	Monitoring of RTI applications
15	SSO	Single Sign-on linked to In-house developed applications accessed over Intranet.
16	Due Diligence software	Managing IBA third party entity & IBA fraud list, Caution Advice & Willful defaulter list
17	CIBIL Module	CIBIL related data entry software
18	Machinery Supplier Database system	Management of database of machinery suppliers.
19	Intranet Portal	Management of intranet
20	Credit Appraisal & Rating Tool (CART)	Application tracking, appraisal and rating.
21	Customer Management	Customer complaint management software
22	Flexcube GL Reports	Reporting module for Flexcube GL
23	General Payment Processing System (GPPS)	Front-end voucher entry and inter-branch accounting
24	Payment and Collection System (PnC)	Payments, collection management and daily fund management
25	Fixed Asset Software / Centralized Depreciation System (CDS)	Dead stock management software

S. No.	Application Name	Use of the Application
26	Board Agendas Management System (BAMS)	Tracking and management of Board agendas for directors
27	Tender Tracking System (TTS)	Tender tracking and Vigilance Reporting
28	Inward / Outward System	Management of inward and outward of external communications
29	Audit & Legal	For managing audit calendar, observations and their compliances. Legal Module for tracking proceedings against SIDBI.
30	SIDBI Mitra	Mobile Application for customers for accessing their loan account details.
<b>Outsourced / Off-the-shelf Applications</b>		
31	Ideal - FIS (Credence)	Dealing Room Operations (Rupee)
32	Ideal - FX (Credence)	Forex Dealing Room
33	OFSA (Oracle)	Asset Liability Management (ALM) and Fund Transfer (FTP)
34	Flexcube GL / CIF	General Ledger & Customer information file (CIF)
35	Risk Assessment Model (RAM) - CRISIL	Credit rating
36	Integrated Risk Management System (IRMS)	Basel II compliance
37	HRMS - Infotrack	Software for HR management.
38	Biometric Authentication	SSO (Single Sign On) access to all applications using two factor authentication (Windows Authentication + Biometrics)
39	IBM Domino Mail (IBM)	Email management
40	Website	Maintenance outsourced
41	Biometric Attendance System (Abacus)	Biometric attendance

### 3.4 IT Infrastructure Management

Presently AMC and FMS services are outsourced to HP India. An IT Infrastructure Management Cell (IIMC) at SIDBI, Mumbai office has been setup. The IIMC Team comprises of a Program Manager, 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.

### 3.5 IT Strategy and Roadmap

PriceWaterHouseCooper (PwC) was engaged by SIDBI to formulate IT Strategy and Roadmap. Following was the broad scope of the project:

- Current system assessment
- Define IT Strategy & Architecture for the next 3 years



- Roadmap and Implementation Plan Document including Risk assessment and mitigation strategy
- IT Policy (including IT Outsourcing Policy) and IT procedure manual

IT Strategy and Roadmap report has since been submitted by PwC and it has been decided to take up implementation of the initiatives as per new IT Strategy of the Bank. One of the initiatives is to take up end-to-end Business Process Re-Engineering (BPR) exercise across the Bank before taking up implementation of some other initiatives. The BPR exercise would also include process documentation. It will be followed by creation of the Functional Requirement Specifications (FRS) for selection of the solutions. Following is the tentative plan of implementation of the proposed Initiatives, which would be further discussed with the selected bidder and defined based on Bank's priority.

**Table 3-4 Implementation Plan of Initiatives**

First 3 Months	0-6 Months	7-9 Months	10-12 Months	13-15 Months	16-18 Months	19-24 Months	25-30 Months	31-36 Months
PMC Appointment								
BPR Consultant Appointment	BPM (BPR Exercise)							
	DW/BI				Predictive Analytics			
	Enterprise Service Bus (ESB)							
		Core Systems						
		ERP - FMS						
			ERP - HRMS					
							CRM	
	DR Migration							
			DC Migration					
	Bilingual Software / Support							

*However, in case of requirement of coordination for integration of these components with solutions/products related to other initiatives, bidder will extend project management services for the same.*

### 3.6 IT Security Consultancy

SIDBI had engaged KPMG as consultant for redesigning IT security architecture in the Bank. The scope of the consultant was to study the existing IT security architecture and redesign the same based on Banks IT Security Policy, RBI guidelines and ISO 27001 framework. The scope of consultant was as given below:

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### 3.6.1 Current State Assessment

1. Visit, assess and study the current Enterprise Security Architecture and operations / applications at:
  - a) Data Center, Mumbai
  - b) DR Site, Chennai.
  - c) User's end points at two branches in Mumbai.
2. Assessment and study of firewalls deployed and DMZ structure across the enterprise and integration between various security devices and systems.
3. Assessment and study of current deployed identification and authentication solutions for users and applications, covering physical and logical access controls.
4. Assessment and study of all enterprise applications with respect to their deployment and security considerations. Application level security is beyond the scope of the consultant.
5. Study and assess the current disaster recovery plan matching primary site with respect to security infrastructure and measures.
6. Assess the current manpower and skill sets of IS security team.

### 3.6.2 Enterprise Security Framework

1. Based on the above study, assessment and current & emerging cyber security threats propose Enterprise Security Architecture Framework which should be ISO 27001 compliant and applicable to SIDBI based on its current and future operations. The framework should consider the Banks existing IT Security Policy (ITSP), RBI guidelines and industry best practices, not limiting to the points given below:
    - a) Firewalls deployment and DMZ layout for internal and perimeter network.
    - b) NIPS and HIPS deployment.
    - c) Critical server's protection. Protection should be for both physical and virtual servers.
    - d) Hardening guidelines for Windows / Linux / Unix servers, firewalls, routers, switches etc.
    - e) Network Access Control.
    - f) Network Behaviour Analysis
    - g) Enterprise authentication solution for applications and users.
    - h) Antivirus, Operating system, network and security devices patching process.
    - i) Perimeter firewall replacement.
    - j) Data leaks and data theft – Data leakage prevention.
    - k) Application and database security
    - l) Secure privileged access to administrators and vendors. This should include both internal and remote access. The solution should capture all the tasks carried out by the administrators.
    - m) APT, Cyber attacks, DDoS, Malware, Bots etc.
    - n) Vulnerability assessment tool.
    - o) Web Application Security.
    - p) Security monitoring process and key performance indicators.
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- q) New technologies deployment – BYOD, Cloud, Mobility, WiFi etc.
  - r) Security Information and Event Management (SIEM) tool to collect logs from the identified devices/applications/servers/databases etc, collection, aggregation, correlation and analysis of disparate data from various sources.
  - s) Manpower and skill sets required to manage and operate the proposed security Architecture (SoC).
2. For each solution recommended (excluding guidelines) in proposed architecture provide:
    - a) Details of products (for each proposed solution) most commonly used by organisations in BFSI sector in India.
    - b) Realistic budgetary cost estimate for the recommended solution (solution wise).
    - c) Create a detailed RFP comprising of the scope of work, payment terms, SLA, BOQ format, current state, evaluation methodology and other critical sections for a standard PSU RFP.
  3. The consultant to provide action plan and priorities and timelines for implementation of above recommendations. The action plan should take into consideration the dependencies / pre-requisites of the solutions.
  4. **ISO 27001 Roadmap** - The Bank is in the process of implementing ISO 27001 and get compliance certification.
  5. **Hardening Guidelines**- For hardening of O/s, security and network devices, hardening guidelines.
  6. The Consultant has submitted the report and SIDBI is in the process of implementation of report in various phases. Initially as per the report, Bank would be strengthening of core security infrastructure at DC and DR by replacement/procurement of firewalls, NIPS, WIPS, PIM etc and creation of various zones on the firewalls for hosting various applications, databases etc. Further, DR security / network architecture would be made similar to DC.

In other phases various security solutions like NAC, DAM, SIEM tool etc would be added and Security Operating Centre would be created.

However, depending upon the criticality and requirement for various projects implementation of solutions would be taken-up on priority.

## 3.7 Ongoing IT Project - Summary

### 3.7.1 DMS & Collaboration

As an e-governance initiative, Bank is taking up the implementation of Document Management System (DMS) including scanning, indexing, metadata entry, work flow & digital storage.

The objective of DMS would be -

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- a) Robust, user friendly and secure electronic/digitized centralized repository for the current paper based file systems & integrate the same with different applications/processes.
  - b) To improve the business processes in order to increase efficiency, better utilization of resources, improve productivity & reduce turnaround time (TAT) for each process.
  - c) To store and route documents electronically to reduce paper based work and achieve a paper less office.
  - d) To reduce physical space required to store the notes, files, circulars and other administrative paper documents also create a back-up to the Paper Based Documents to serve as a Disaster Recovery system.

### **3.7.2 Ind AS**

Implementation of Ind AS in SIDBI and its subsidiaries. It will include, inter alia, migration of SIDBI's standalone and consolidated financial statements and migration of its subsidiaries' (viz. MUDRA, SVCL and STCL) financials to Ind AS (including technological changes) as per Standards notified/ issued by MCA / ICAI / RBI / SEBI and other guidelines as and when notified / issued and preparation of reporting requirements (including technological changes) of various reporting authorities in this regard. Objectives would be met in the following phases :

- a) Phase I – Diagnostic Study and Impact Analysis
- b) Phase II – Processes / System Changes
- c) Phase III - Generation of Ind AS Financials (both standalone and consolidated) including Disclosures both for Bank and its subsidiaries
- d) Phase IV – Validation of Ind AS financials and Assistance during Review

### **3.7.3 Social Media**

SIDBI is under process of selecting an Agency which will assist the bank for drafting Social Media Policy and guidelines including with following objectives:

- a) Establish “Brand SIDBI” on Social media (existing and future social media sites with relevant content
  - b) Develop social media accounts, periodical contents, pages, channels on different social media platforms as required by SIDBI.
  - c) Promotion of SIDBI Group sites viz., sidbi.in, smallB.in, startup, standup, udyamimitra, etc.
  - d) Campaigns, business, special programmes, mobile apps, and related digital contents.
  - e) Establish practices to identify ghost, copycat etc. sites and procedure to bring them down.
  - f) Create and establish a response team to monitor, promote and communicate all social media customer interactions
  - g) Developing Management Information System e.g., Reach of people: Number of followers, fans, blog subscriber & increment in their number, etc.
  - h) Interaction/Engagement: Number of comments, reviews, unique Visitors, time spent by visitors on bank's sites, official pages of Bank on social platform, etc.
  - i) Capturing user behaviour, interests and optimizing digital advertising campaigns whenever launched.
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- j) Placement targeting: help in Target locations, website, places where the Bank's products and services should appear.
  - k) Creation of content in accordance to the information provided by the Bank from time to time in line with Bank's announcements, news, policies, procedures etc.
  - l) Search Engine Marketing (SEM) - Carrying on continuous program of Search Engine marketing to feature paid ads on Google Search and related websites.

### 3.8 Access to IT Strategy and IT Security Consultancy Reports

Bidder shall have option to visit SIDBI office premises at mutually convenient date and time after pre-bid meeting to go through hard copy of both Current system assessment ('As-IS') and recommendation reports for both IT Strategy and Roadmap and IT Security Consultancy. Bidder will be required to submit Non-Disclosure Agreement as mentioned in **Annexure-XI** before obtaining access to these documents.

Bidder will not be allowed to take any photograph or photocopy of the documents. However, it may take note of the content which might help them in responding to this RfP. Interested bidder will be required to send request for the same through email in advance.

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## 4. Project Scope

### 4.1 Objective

SIDBI intends to appoint a common Consultant for Business Process Re-engineering and end-to-end Project Management to assist the Bank in selection and implementation of new Information Technology initiatives to be undertaken by the Bank over a period of next 3 years. **The selected consultant shall work to achieve the intended objectives as guided by the Bank / IT Strategy Consultant's report.**

The Bank is inviting the reputed Consulting Agencies / Firms (referred in the document as Bidder or Consultant), capable of providing end-to-end consultancy services covering the scope of the project defined in this document for the ongoing and new Information Technology initiatives to be undertaken by the Bank through appropriate mechanism in line with CVC guidelines. The overall scope defined in this RFP document is indicative and only mentions the broad areas from which the specific requirements would be derived from.

### 4.2 Initiatives

Based on the IT Strategy and Roadmap report submitted by PwC, Bank has decided to take up end-to-end Process documentation and Business Process Re-engineering (BPR) across all functions of the Bank for implementation of the following initiatives. In parallel, the Bank is under process to appoint a consultant for implementation of Indian Accounting Standard (IND-AS). The impact of IND-AS need to be considered and incorporated during process documentation, BPR and requirement scope of following initiatives in consultation with IND-AS consultant.

1. Data Warehouse and Business Intelligence including predictive analytics
2. Enterprise Service Bus (ESB)
3. Solutions for core business
4. ERP – Financial Management System (FMS)
5. ERP – Human Resource Management System (HRMS)
6. Customer Relationship Management (CRM)
7. Migration/Collocation of Disaster Recovery (DR) site
8. Migration/Collocation of Data Centre (DC) site

Brief details of the initiatives are as follows :

Srl. No.	Initiative	Brief Details of the Initiative
1	Data Warehouse and Business Intelligence	<ul style="list-style-type: none"> <li>• Define the Data Structure for Data warehouse</li> <li>• Implement Data Warehouse</li> <li>• Implement Business Intelligence</li> <li>• Implement Predictive Analytics</li> </ul>
4	Enterprise Service Bus (ESB)	It will be required for integration among internal systems, delivery channels and integration with affiliates & external agencies for greater flexibility and scalability

Srl.	Initiative	Brief Details of the Initiative
5	Solutions for core business	Solutions are to be implemented to handle all the business areas of the Bank. Some of these areas are being presently catered by current Direct Finance System [including Asset (Fund) Management], Bill Finance System, Refinance System, Resource Management for FDs, Credit Appraisal and Rating Tool etc. Customer Portal is also required to be implemented.
6	ERP – FMS	Implement off-the-shelf IND-AS compliant ERP product for FMS and HRMS. Broad requirements are for the following areas :
7	ERP – HRMS	<b>FMS</b> : Account Payables, Account Receivables, General Ledger, Budgeting & Planning, Tax Management, Fixed Asset management, Procurement, IND-AS compliant <b>HRMS</b> : Recruitment, Employee Recordkeeping, Training & Development, Attendance & Leave Management, Payroll Management, Performance Management, Admin & Facility Management, Employee Portal  Based on BPR and process documentation exercise, identify all the systems that can be replaced by ERP
8	Customer Relationship Management (CRM)	CRM is required to standardise the process of customer engagement and interactions. Following are the focus areas : <ul style="list-style-type: none"> <li>• Sales &amp; Marketing</li> <li>• Servicing</li> <li>• Analytics</li> </ul>
9	Migration/Collocation of Disaster Recovery (DR)	SIDBI plans to co-locate its DC & DR to a 3rd party service provider by co-locating the facilities
10	Migration/Collocation of Data Centre (DC)	

***Service Oriented Architecture (SOA) or any other technology could be part of the above initiatives proposed to be taken up under the scope of the project. Exact requirements would be based on BPR, FRS arrived and solution selected during the execution of the project.***

Above initiatives will be suitably grouped and taken up for procurement and implementation through tentatively **5-6 RfP** exercises. The number of RfPs may vary depending on requirement and would generally be based on similarity of the initiatives, planned timelines, available resources at SIDBI to be able to handle initiatives in parallel.

The consultant is not required to manage the currently on-going projects as part of PMC scope. However, many of the current systems are expected to be replaced by the new initiatives. Consultant is expected to manage the transition to the new systems and coordinate with stakeholders of the current systems.

Certain initiatives are proposed to be handled separately, and there may be changes in IT landscape in the interim. Accordingly, the PMC would be required to consider all such changes and requirement of any integration with such external and internal systems. The RBI circular for Cyber security framework would need to be considered by the PMC while preparing the RfPs and during implementation of the various

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initiatives.

**Bilingual capabilities**, i.e., Data Entry, Display and Reporting, shall be required for all the software solutions being implemented. While selecting every new solution, it needs to be ensured that the solution offers bilingual functionality with unicode compatibility.

English being the primary language, Hindi is to be considered as the second language while procuring any solution. In case the solution under respective initiative does not provide bilingual capabilities, evaluation and procurement of any third party solution would be part of the scope of the consultant towards arranging solution for meeting bilingual requirements.

As implementation of bilingual support encompasses all the initiatives, bilingual solution is not being listed as a separate initiative but has been depicted in

Table 3-4 Implementation Plan of Initiatives. However, in case of requirement, same will be required to be included as part of any of the RfPs, proposed to be floated as part of the project. Bidders are therefore required to factor the efforts accordingly to provide the similar consultancy services for implementation of bilingual support in line with other initiatives mentioned above.

### 4.3 Scope in Detail

SIDBI intends to engage services of reputed and experienced consultancy firms to extend support for carrying out BPR exercise and project management for the initiatives mentioned above. Total scope of the project has been divided into three categories as follows:

**Table 4-1 Project Scope Categories**

Category	Description
Stream - I	Process documentation and Business Process Re-engineering (BPR)
Stream - II	Assisting Bank in Requirement finalization, RfP preparation, vendor evaluation and selection of implementation partners
Stream - III	Project Management Office (PMO)

#### 4.3.1 Stream-I : Business Process Re-engineering (BPR) of all Departments /Functions

As part of this phase, the consultant would be required to study the current process of the Bank including the branches, zonal/regional offices, corporate office, operations units, control and support functions.

For documentation of current processes, the consultant will be required to study all relevant circulars, policy documents, guidelines etc. in addition to discussion with officers/staff of the Bank and other consultants appointed by the Bank. Wherever there is no documentation present, the consultant will be required to understand the process implemented in the application systems and arrive at the formal process

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documentation. These have to be validated through various verticals / stakeholders. The consultant would also be required to prepare checklists and workflow for the processes to bring efficiency, minimise operational mistakes, ensure better control and monitoring mechanism etc. Special focus needs to be there to find out avenues for implementation of digital channels and business analytics. The consultant has to extend consultancy support to the bank in implementation of the recommended processes for the initiatives as mentioned in section 4.2.

#### 4.3.1.1 Objectives

Following are the broad objectives of BPR exercise but not limited to the following:

- Customer experience enhancement
- Reduced Turn Around Time (TAT) for service delivery
- Improved productivity – Efficient organisation and effective services
- Lean organisation structure
- Technology upgradation and consolidation
- Better measurement, management and control of business risk

#### 4.3.1.2 Scope of Process Documentation and Business Process Re-engineering (BPR)

1. Current state assessment and document As-Is processes
2. As-Is process mapping for all functions of SIDBI at Level 4
3. Identification of lean wastages in the processes and value added/non value added activities
4. Gap analysis report on the current state of SIDBI which would include all relevant aspects important to be considered for a BPR exercise intended to achieve the objectives mentioned above considering the best practices available in the Financial sector
5. Define Standard Operating Procedure (SOP) - Create SOP from existing documents like circulars, operational guidelines, manuals, discussion with users etc.
6. Identify areas to introduce and improve automated workflow and checklists
7. Identify opportunities of introducing digital channels
8. Design the “To-be” level 4 process maps
9. Process mapping with the functionality of the available software solutions in the market
10. Creation of the Business Requirement Documents (BRDs)

*(No BPM tool is presently being used by the Bank. The consultant may use their own proprietary tools, provided the documents submitted to SIDBI are in readable format using standard office automation tools. However, consultant would be required to take care of all matters related to licensing of such tools. SIDBI would not be responsible for any license violation due to usage of such tools.)*

#### Off-site visits for study

Bidder will be required to visit 4 (four) SIDBI offices of various sizes and types

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outside Mumbai and across the country at different phases during the BPR exercise and accordingly configure the cost. SIDBI shall not pay any additional cost for the purpose.

### **4.3.2 Stream-II: Requirement finalization, RFP preparation & Vendor Selection**

**Carry out requirement finalization, draft RFP / EOI preparation, assistance in vendor evaluation for selection of implementation partners for any / all initiatives and related tasks as mentioned in this section.**

As part of this phase, the Consultant will be required to carry out requirement finalization, draft RFP preparation, assist in bid evaluation for selection of implementation partner for procurement and implementation of solutions including hardware and other related tools for any / all initiatives and related tasks. During such selection process, the Consultant, has to ensure that, the compliance of the Central Vigilance Commission (CVC) & other such regulatory guidelines issued from time to time and Bank's procurement guidelines are being adhered to. As part of this phase, the consultant shall broadly carry out following activities:

#### **4.3.2.1 Functional and Technical Requirement Specification**

- a. Defining the functional and technical requirements / specifications for the technology components / aspects referred by the Bank
- b. Discuss the drafted functional and technical specifications with SIDBI and obtain sign-off on the same.

#### **4.3.2.2 Vendor / Product Evaluation**

- a. Identifying best-fit prospective solutions, technology platforms based on market survey
- b. Map the requirements/specifications with identified solutions / platforms
- c. Identifying the required components/modules for each of the solution to meet Bank's requirement
- d. Estimate requirement of customization, if any
- e. Validate installation base and obtain customer feedback
- f. Conduct Presentation, Demo and Proof of Concept (PoC) with help of OEM of the prospective solutions wherever required in consultation with the Bank
- g. Defining the approach of solution procurement / vendor selection
- h. Define technical architecture, capacity planning and configuration of hardware / system software (like operating system etc.)
- i. Providing budget estimation

(PoCs would be required for all initiatives wherever felt necessary by the Bank. The selected consultant would coordinate with prospective vendors /implementation partner of best-fit shortlisted solutions to get such PoCs developed.)

#### **4.3.2.3 Define Service Levels**

- a. Identifying SLA parameters
  - b. Defining & Developing SLA parameters for various components of the IT Infrastructure and services. These would include:
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- i. Uptime of critical systems
  - ii. Maintenance / Scheduled downtime parameters
  - iii. Expected service levels and desired service level parameters.
- c. Defining the method of measuring and evaluating the Service levels
  - d. Define escalation matrix and procedures
  - e. Discuss the defined service levels and SLA parameters with the bank's management and obtain approval

#### 4.3.2.4 Formulation of Draft Expression of interest (EOI) / Request for Proposal (RfP) Document

- a. **Expression of interest (EOI)** – Wherever required, as decided by Bank in consultation with the consultant depending on nature of the initiative
  - i. Drafting the expression of interest (EOI) document for initial vendor screening
  - ii. Defining the minimum eligibility criteria for the bidders
  - iii. Assistance in EOI evaluation to shortlist vendors for next RfP stage
- b. Developing the draft RfP document to be floated for functional and technical evaluation and short listing of vendors / implementation partner for procurement of solution and implementation
- c. Defining the scope of work to be performed by the vendor for the project
- d. Defining the standard technical terms and conditions of the project
- e. Defining the payment terms
- f. Defining and design the evaluation methodology
- g. Defining a framework for providing a comprehensive Price Bid
- h. Defining a framework for providing the Bill of Material
- i. Defining a framework for hardware sizing and provide specifications
- j. Discuss the formulated request for proposal with the bank
- k. Finalize and obtain sign-off on the RfP prepared
- l. Assist in floating the RfP

#### 4.3.2.5 Assistance in Evaluation for Selection of Vendors

The Consultant will assist SIDBI in:

- a. Responding to the pre-bid technical and functional queries of the bidders
- b. Conducting a detailed technical and functional evaluation of the eligible bidders
- c. Performing product demonstrations and functional product evaluations
- d. Performing technical Bill of Material normalization
- e. Presenting the technical and functional evaluation to the competent authority of the Bank
- f. Technical and functional evaluation
- g. Conducting a commercial bid evaluation of the technically short-listed vendors including reverse auction / e-auction etc. wherever required
- h. Preparation and finalize the Contract Document in consultation with respective teams of SIDBI and selected vendor and coordinate for signing-off the agreement

### 4.3.3 Stream-III : Project Management Office (PMO)

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**Provide end-to-end Project Management services for Any/All IT and Business Related Project Implementations as mentioned in this RfP**

The consultant is expected to provide expert project management services to work as an extended arm of the Bank throughout the entire project life-cycle for all technology and business projects as finalized by the Bank. As part of the project management exercise, the consultant is expected to:

1. Define integrated technical architecture taking into consideration entire IT landscape of the Bank and planned initiatives.
  2. Ensure integration and scalability among the existing and planned components of the entire IT landscape. Coordinate with all the related stakeholders for the successful implementation of the same.
  3. Setup the project management office and framework comprising of:
    - a) Project charter formulation
    - b) Project risk analysis and mitigation strategy
    - c) Assistance in project delivery team identification, resourcing and overall project management
    - d) Change management procedures
    - e) Project planning and detailing
    - f) Project quality management procedures
    - g) Cost and time management
    - h) Communication management along with effective feedback mechanism
    - i) Transition management
    - j) Vendor management
  4. Provide assistance to the Bank throughout the entire life cycle of the project implementation by managing and reviewing the following phases of the project:
    - a) Current State assessment
    - b) Define project specific technical architecture and related documentation
    - c) Business parameterization
    - d) Gap analysis and Customization
    - e) User Acceptance testing
    - f) Data migration
    - g) Pilot Rollout
    - h) Final rollout
    - i) End-user training and technology training of SIDBI IT staff
  5. Documentation
    - a) Preparation and submission of all project related documentation to respective stakeholders on a periodic basis.
    - b) Define the document requirements and periodicity of its submission by the selected vendor
    - c) Prepare Minutes of Meeting (MOM) for meetings with various stakeholders including implementation partners
    - d) Review the documents submitted by the vendor for its correctness and completeness and assist Bank in its acceptance.
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- e) Prepare a monthly e-Newsletter, to communicate the project progress and the forthcoming key milestones to the various internal stakeholders
  - 6. Acceptance of deliverables
    - a) Define the acceptance test criteria for the products/ services/ IT components along with the Implementation Partner
    - b) Agree and sign-off on the acceptance test process
    - c) Map the equipments supplied by the IT vendor with the Bill of Materials
    - d) Identify part number/ equipment mismatches
    - e) For the matched equipment, conduct a detailed acceptance testing involving Test plan preparation, Test data / requirements preparation, Conduct testing as per detailed testing methodology
  - 7. Testing Services

The consultant during the period of the contract may be from time to time as per the need of the Bank requires to manage end to end user acceptance testing (UAT), Vulnerability Assessment and Penetration Testing (VAPT), hardware and infrastructure acceptance, report and monitor performance benchmarks. The applications for which these tests need to be performed would be decided by the Bank in consultation with the consultant from time to time as per the need and requirement of the Bank. UAT cases would be documented by SIDBI / UAT vendor and are required to be reviewed by the Consultant for completeness and coverage of functionality and technical aspects. As part of the testing services the consultant is expected to:

- a) Define the test strategy and methodology for :
  - i. User Acceptance testing
  - ii. Performance benchmark
  - iii. Hardware and infrastructure testing
- b) Assist in selection of UAT and / or VAPT vendor  
(RfPs for selection of UAT and VAPT vendors would be required to be drafted by the consultant depending on requirement of respective initiative or group of initiatives. These RfPs would be over and above the requirement of drafting of tentatively 5-6 RfPs for selection of vendors / implementation partners as mentioned in section 4.2 of the RfP.)
- c) Define the test case documentation and reporting framework
- d) Define the test plans and test calendars
- e) Review the test cases
- f) Assist the bank in performing user acceptance testing. UAT would be run by SIDBI / UAT vendor.
- g) Perform hardware and infrastructure acceptance testing
- h) Report, manage and monitor the performance benchmark exercise
- i) Project management of the entire testing for :
  - i. User Acceptance testing
  - ii. Performance benchmark
- j) Hardware and infrastructure testing

*(Consultant is not required to bring any tool for Load, Stress and Penetration testing.)*

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*But it would be required to coordinate/conduct such test with help of UAT vendor wherever required.)*

8. Document acceptance test results, and identify gaps
9. Assist and advise the Bank in conflict management with all the respective stakeholders
10. Assist the Bank in closure of all issues pending for resolution in time
11. Review the resolution provided by the vendor and offer the solutions to the Bank based on the industry best practices.
12. Review the progress made in the implementation of the project
13. Track customization and gaps
14. Monitor closure of gaps and customizations as per delivery schedules
15. Assist the bank in defining the rollout schedules.
16. Calculation and recommendation for payments to Implementation Partners linked to milestones.
17. Provide regular updates/presentation to the project steering committee and other governance Committees of the Bank on status of the project as required by the Bank
18. Participate in all technical and functional discussions related to the projects
19. Post-implementation monitoring of rolled-out initiatives, reporting of status, corrective action, coordination with implementation partner
20. Any other task required for successful completion of the project.

#### **Off-site visits for Project Management activities**

Bidder will be required to visit around 4 (four) SIDBI offices outside Mumbai and across the country at different phases of Project Management exercise during entire project period for having meeting with the stakeholders, coordinating implementation & training and accordingly configure the cost. SIDBI shall not pay any additional cost for the purpose.

#### **4.4 Project Plan**

Tentative project plan has been provided in Section 3.5. This plan and duration of the individual initiatives are tentative in nature. However, consultant shall be responsible to manage the project till completion of all the initiatives.

#### **4.5 Resource Requirement**

Two categories of resources are expected to execute the project - Full-time on-site and Need-based resources. PMO will be required for entire project period of 36 months which will include BPR exercise over a period of 6 months or till its completion.

The consultant has to make its own effort estimate and configure the resource plan of Need-based resources as mentioned in **Annexure-XVI**. It shall prepare the deployment plan and factor the cost accordingly in commercial bid. In case any of the initiative extends beyond the tentative period or its timeline gets shifted, no additional payment for need based resources will be made to the consultant for managing the same.

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The Consultant shall deploy resources with following credentials during different phases of the project depending on the nature of the initiative and type of relevant technology. The set of resources should have proper mix of experience and skillset to provide directional guidance and effective execution of the project. SIDBI expects consultants to constitute a team of professionals with following roles and profiles for different initiatives across the project period. 1. Please submit details as defined in Table 4.2

**Table 4-2 Requirement of Resources and Credentials**

Sl. No	Roles	Professional Qualification	Overall Minimum Work Experience (Years)	No. of Resources	Relevant Work Experience (as on last date of submission of bid)
<b>Full-time On-site Resources</b>					
<b>Project Management Office (PMO)</b>					
1	Program Manager (PM)	BE /B. Tech. /MCA and MBA or equivalent	10	1	Minimum 5 years experience as Project Manager in multiple large IT Consulting / Implementation project
2	Technical Expert (TE)	BE /B. Tech / M.tech / MCA	7	1	4 years experience in system integration, hardware / software solution implementations across different technologies
3	Business Analyst / Domain expert (BA)	MBA or equivalent	6	1	3 years experience as business analyst with specialization in requirement gathering/BPR, product evaluation and acceptance against requirements for projects in BFSI domain
<b>BPR Exercise (6 months)</b>					
4	BPR Lead (Management Consultant) (BL)	MBA or CA or equivalent	10	1	Minimum 5 years experience in BPR / Process consulting with experience of handling at least 2 BPR projects in BFSI domain
<b>Need-based Resources</b>					
<b>Expert Resources</b>					
5	Solution Architect (SA)	BE /B. Tech / M.tech / MCA	7	1	4 years experience as an architect in the areas of Portal, ESB and Integration
6	Security Expert (SE)	BE /B. Tech / M.tech / MCA	7	1	4 years' experience in defining the security architecture in large IT projects

SI. No	Roles	Professional Qualification	Overall Minimum Work Experience (Years)	No. of Resources	Relevant Work Experience (as on last date of submission of bid)
7	Infrastructure Architect (IA)	BE /B. Tech / M.tech / MCA	7	1	4 years' experience in designing /implementing /migrating Data Centre and network
8	Application Expert – Core Solutions (AEC)	BE /B. Tech / M.tech / MCA /MBA /CA	7	1	4 years' experience in architecting /implementing core business solutions in BFSI domain
9	Application Expert – ERP (AEE)	BE /B. Tech / M.tech / MCA /MBA /CA	7	1	4 years' experience in architecting /implementing ERP solutions in BFSI domain
10	Application Expert – CRM (AER)	BE /B. Tech / M.tech / MCA /MBA /CA	7	1	4 years' experience in architecting /implementing CRM solutions in BFSI domain
11	DW/BI Architect (DA)	BE /B. Tech / M.tech / MCA / MBA	7	1	4 years' experience designing /implementing Datawarehouse (DW) & Business Intelligence (BI) solutions in BFSI domain
<b>Team Members</b>					
12	Team member (TM)	BE /B. Tech / M.tech / MCA / MBA / CA	4	Bidder may configure as per its own estimate	3 years experience of working in application implementation / BPR exercise / Bid Management / technology implementation etc.

## 4.6 Resource Deployment

- The selected Bidder will be required to submit the Bio-data / CV of the proposed Full-time on-site resources along with the details as per format given in Table 8.7 and 8.8 within 15 days from the date of issue of Letter of Intent (LOI). Bio-data / CV should reflect the details of qualification, experience, projects handled by the resources and other details as per Table 8.7 and 8.8. Bidder will also be required to submit supporting documents to substantiate Overall work experience and Relevant experience.
- Bidder can configure any number of need-based Team Members depending on requirement. No Bio-data / CV is required to be submitted for full-time onsite resources, need-based Experts and Team Members along with RfP response.



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3. While on-site Full-time resources will be deployed throughout project period, need-based expert resources have to be deployed based on the deployment requirement provided in **Annexure – XVI**.
  4. Consultant shall submit the resource credential in Annexure-XV in addition to their CV/Bio-data for the resources proposed to be deployed in the project during project period, in case of requirement.
  5. SIDBI shall have discussion/interview with the resources, wherever deemed required, before the respective initiative(s) takes off or during the life-cycle of the project. Deployment / replacement of any resource in the team will be subjected to approval of SIDBI depending on his/her suitability in the project. SIDBI reserves the right to reject any resource on the ground of quality /attitude /effectiveness during the project period solely at its own discretion and the bidder has to arrange for deployment of alternate resource without delay. The bidder shall be responsible for any delay in the project due to such rejection.
  6. All the resources deployed in the project **must be on the payroll of the consultant**. Consultant has to submit a certificate to this effect mentioning the names and designations of the deployed resources duly signed by its authorized signatory.
  7. All the Full-time on-site resources must be stationed in Mumbai during the entire project period.
  8. If deployed need-based resources are found to be inadequate to handle the respective activities during project period, the consultant will be required to augment the team size for need-based resources with relevant credentials as per scope of the project at no additional cost to SIDBI.

#### 4.7 Resource Replacement

1. Full-time on-site resources shall not be allowed to be replaced during the project period except for their resignation from the job or failure to perform as per expectation of SIDBI / Consultant (Selected Bidder) or due to any event beyond control of the Bidder. In case of such extraordinary circumstances towards requirement of such replacement for Full-time on-site resources, replacement process as mentioned in the subsequent points under this section shall be followed.
  2. The Selected Bidder has to inform SIDBI within one week in case of resignation or any event necessitating replacement of resource.
  3. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the key personnel is not vacant at any point in time during the contract period.
  4. Before making any replacement or new resource deployment, the Consultant shall provide SIDBI with:
    - a) a resume, Curriculum Vitae (CV) and other related information as per Table 8.7 and 8.8 about the proposed candidate; and
    - b) an opportunity to meet / interview the candidate.
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5. The bidder has to provide replacement resource with equal or better credentials compared to the current resources based on which technical evaluation was done during selection of the consultant.
  6. If SIDBI objects to selection /placement /continuation of any resource, Consultant shall not assign the same individual to that position and shall seek an alternative candidate in accordance with what has been described in this RfP or contract. The consultant has to ensure at least 3 weeks of overlapping period in such replacements.
  7. The consultant shall be responsible for any knowledge transition to the replacement of resource and SIDBI will not be responsible for any impact / escalation of cost thereby.

## 4.8 Project Duration

Project has to be completed by the consultant as follows :

**Table 4-3 Project Duration**

Category	Project Duration	Commencing From
Stream – I	6 months	Date of Kick-off of the project **
Stream – II	36 months or completion of all initiatives whichever is later	
Stream – III	36 months or completion of all initiatives whichever is later	

\*\* *Project has to be kicked off within one month from date of PO.*

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## 5. 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.

Srl. No.	Criteria	Documents to be submitted as a proof/declaration
1.	The Bidder should have been incorporated under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 and subsequent amendments thereto	Certificate of Incorporation / Registration certificate / Partnership deed.
2.	The Bidder must be a reputed and experienced Company operating in the field of IT Consultancy/ IT Advisory practice for at least 5 years as on the last date of submission of bid.	Memorandum & Articles of Association should be attached as proof
3.	The Bidder should have a minimum turnover of at least INR 40 crores or equivalent per annum in at least 2 years out of last 3 financial years as on the last date of submission of Bid.	Certificate from Statutory Auditor and copies of last three years' balance sheet
4.	The Bidder should have made cash profit in at least 2 years out of last 3 financial years.	Certificate from Statutory Auditor and copies of last three years' Profit and Loss Statement.
5.	The Bidder should have a minimum number of 50 full time professional employees engaged in related services	Self declaration on company's letter head signed by company's authorized signatory
6.	The Bidder should have an office registered in India. One of its offices must be in Mumbai to handle the project smoothly.	Self declaration with address and contact details on company's letter head signed by company's authorized signatory
7.	The Bidder must have completed at least one consultancy project involving BPR exercise and one project with similar Project Management services for organizations in BFSI <sup>1</sup> sector in last 5 years (as on the last date of submission of bid) either for same customer or two different customers	Work order along with completion certificate for completed projects
8.	Bidder should not have been blacklisted by any government agency/ quasi-government agency/ PSU/ BFSI organization as on the last date of submission of Bid.	Letter of undertaking to this effect on company's letter head signed by company's authorized signatory
9.	The Bidder should not be engaged with SIDBI for providing services like system integration; should not be a software / hardware solution provider; should not be a product OEM; should not be the current IT Infrastructure Management vendor	Self-Declaration / An undertaking to this effect on company's letter head signed by company's authorized signatory.
10.	No bankruptcy / liquidation proceedings have been initiated against the bidder by any entity / government agency/ quasi-government agency/ PSU/ BFSI organization.	Self-Declaration / An undertaking to this effect on company's letter head signed by company's authorized signatory.

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Note: 1.The references of the customers must be submitted with official contact details for verification.

2. The consulting firm or its subsidiaries/ group companies will not be eligible to participate in any other tender/ RfP process in connection with implementation/ procurement of goods or services under the initiatives mentioned in this RfP.

\*\* 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

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## 6. Evaluation Methodology

### 6.1 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.

### 6.2 Evaluation process

1. The Bank has adopted a three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - i) Eligibility Criteria
  - ii) Technical Bid
  - iii) Commercial Bids
2. The Bank shall evaluate first the '**Eligibility Criteria**' bids and based on its evaluation, '**Technical Bids**' shall be undertaken for evaluation at the second stage. '**Commercial bids**' shall be opened for only the shortlisted bidders out of technical evaluation. The final selection will be done based on **Techno-commercial evaluation**.
3. Evaluation criteria proposed to be adopted will be **Quality cum Cost Based System (QCBS)** where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.
4. 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.
5. **Normalization** – SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit incremental bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make comparison "in comparable terms" or to bring further transparency in the evaluation process.

#### 6.2.2 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.
  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.
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### 6.2.3 Evaluation of Technical Bids

1. The technical bids of only those bidders, who have qualified Eligibility Criteria, will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
2. SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision on qualification status of the bidder shall be taken by SIDBI based on submitted information and will be binding on the concerned bidders.
3. Technical bids would be evaluated as follows:

**Table 6-1 Technical Scoring Parameters**

Srl. No.	Parameters	Scoring Scheme / Parameters	Max. Marks	Remarks	
<b>Relevant Past Experience</b>					
1.	<b>Project Management :</b> Similar assignments executed or under execution by the bidder during the last five years (as on bid submission date) in BFSI domain	Banking Solution / operations (Core Solutions in BFSI)	15	Work Order. In case of completed projects, Completion Certificates from the client need to be submitted.  <i>(5 Marks for each Completed Project of respective area.</i>  <i>3 Marks for each ongoing project of respective area)</i>	
		FMS / HRMS ERP Solution	10		
		DW-BI	10		
		CRM	10		
		ESB	5		
		DC / DR implementation / migration / collocation	5		
2.	<b>BPR Exercise :</b> Similar assignments executed by the bidder during last five years (as on bid submission date) in BFSI domain		15		
<b>Project Methodology &amp; Approach</b>					
3.	Approach & Methodology	<ul style="list-style-type: none"> <li>• Project organization, Methodology, Processes defined for management of the project</li> </ul>	6	15	Shall be evaluated based on technical response
		<ul style="list-style-type: none"> <li>• Understanding SIDBI's requirement, concern, vision and IT Strategy</li> </ul>	6		
		<ul style="list-style-type: none"> <li>• Risk Identification &amp; Mitigation</li> </ul>	3		
<b>Presentation</b>					
6.	Presentation	Bidder's clarity on the project scope	5	15	Bidders will be allotted time slot of

Srl. No.	Parameters	Scoring Scheme / Parameters	Max. Marks	Remarks
		Delivery methodology and Project Management	5	1:30 hour for presentation based on ascending alphabetical order of their names.  Date and time will be advised during technical evaluation
		Bidder's knowledge / experience vis-à-vis scope of the assignment	5	
	Total		100	

4. The technical bid will be analyzed and evaluated, based on which the **Relative Technical Score (RTS)** shall be assigned to each bid on the basis of parameters mentioned above.

5. **Relative Technical Score (RS<sub>Tech</sub>)** for each vendor will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{high} * 100$$

Where, RS<sub>Tech</sub> = Relative score obtained by the bidder

T = Technical score obtained by bidder

T<sub>high</sub> = Highest Technical score secured among the bidders

6. Technical Bids receiving a RTS greater than or equal to a score of **75 (cut-off marks)** will be eligible for consideration in the subsequent round of commercial evaluation.

7. If less than 3 bidders qualify as per technical criteria (**RS<sub>Tech</sub> >= 75**), SIDBI reserves the right to short list maximum top 3 bidders subject to (**RS<sub>Tech</sub> >= 70**).

#### 6.2.4 Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.

2. The date for opening of commercial bids will be separately advised.

3. **Relative Technical Score (RS<sub>Tech</sub>)** of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.

4. **Relative Commercial Score (RS<sub>Com</sub>)** for each vendor will be calculated as follows:

$$RS_{Com} = C_{Low} / C * 100$$

Where, RS<sub>Com</sub> = Relative score for Commercial Bid of the vendor

C = Commercial bid value of the bidder under consideration

C<sub>Low</sub> = Lowest commercial bid value out of all the eligible commercial bids obtained.

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## 6.2.5 Final Selection of the Eligible Bidder

1. Total Relative Score (RS) obtained by each eligible vendor will be calculated as follows:  
 **$RS = RS_{Tech} * 0.7 + RS_{Com} * 0.3$**
  2. The eligible bidder will be selected based on maximum Relative Score (RS) thus obtained.
  3. The vendor with the highest Relative Score (RS) will be selected for further discussion for finalizing contract / placing PO subject to satisfying all the terms and conditions defined in this RfP document.
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## 7. Terms and Conditions

### 7.1 General

#### 7.1.1 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

#### 7.1.2 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.

#### 7.1.3 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.

Staff deployed by the service provider shall never be deemed to be appointed by the bank nor shall they be under its service conditions.

The selected bidder shall be the principal employer of the employees or agents

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engaged by the selected bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents by the selected Bidder for any assignment under the contract. All remuneration, claims, wages, dues, etc. of such employees or agents of the selected Bidder shall be paid by the selected Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder's employees or agents. The selected Bidder shall agree to hold the Bank, its successors and assigns fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever that may arise or caused to the Bank through the action of selected Bidder's employees or agents.

#### **7.1.4 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 Consultant 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.

#### **7.1.5 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.

#### **7.1.6 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

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the contract.

Selected Bidder/Consultant 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 consultant 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 consultant in addition to blacklisting it for participation in future RfP/Tender process in SIDBI.

### **7.1.7 Pre Contract Integrity Pact (IP)**

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.

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

### **7.1.8 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
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Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

### **7.1.9 Grievances Redressal Mechanism**

Bank has a grievances redressal mechanism for its customers through 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.

### **7.1.10 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.
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 continuous leave of absence is more than 5 working days.
7. Any shortfall in resource replacement of full-time resources, as mentioned in section 4.5 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.

### **7.1.11 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.

## **7.2 Bid Conditions**

1. 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.
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2. 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.
  3. 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.

### **7.2.2 Clarification of Bids**

1. The bidder or its official representative is invited to attend pre-bid meeting (date and venue mentioned in 'Bid Critical Information' Sheet). It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc.) and submitted prior to the stipulated date/time. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the website. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.

### **7.2.3 Amendment to the bidding document**

1. At any time prior to the last date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
2. The amendment will be posted on Banks website [www.sidbi.in](http://www.sidbi.in) and Central Public Procurement Portal (CPP Portal).
3. 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. 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.

### **7.2.4 Language of Bid**

The bid prepared by the Bidders as well as all correspondence and documents

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relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

### 7.2.5 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 5<sup>th</sup> year after starting of the project. The Bidder / Consultant will have to deploy resource of desired role with same credentials, as mentioned in section 4.5 in this RfP document.
4. The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess, Octroi etc., that need to be incurred. No additional cost whatsoever would be paid.
5. Commercial bid would include cost of travel, boarding, lodging, out-of-pocket etc. expenses for the resources of the bidder to undertake visits to different locations of SIDBI as mentioned in the scope of the project.
6. 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.

### 7.2.6 Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 4,75,000/- (Rupees Four Lakh Seventy Five Thousand only) .
  2. EMD should be in the form of Demand Draft in favour of "Small Industries Development Bank of India" payable at Mumbai or in the form of Bank Guarantee. Format of Bank Guarantee is prescribed in **Annexure-IX**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
  3. The Demand Draft should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Bank.
  4. No interest will be paid on EMD.
  5. Request for exemption from EMD will not be entertained.
  6. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:
    - a) Receipt of the signed contract and performance security from the successful bidder. **OR**
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- b) The end of the bid validity period, including extended period (if any), **OR**
  - c) Issue of Letter of Intent / Purchase order to the successful bidder
- 7. Successful Bidder will be refunded the EMD amount / BG only after submission of Performance Bank Guarantee (PBG) by the bidder.
  - 8. The bid security may be forfeited if:
    - a) Bidder withdraws its bids during the period of bid validity.
    - b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
    - c) In case of successful Bidder, if the Bidder fails to accept the Letter of Intent / Purchase order / sign the contract or do not provide the required performance security or expresses inability to carry-out the contract or fails to start the work within stipulated time, the Bank shall forfeit the bid security amount (EMD) of the bidder and ban the contractor from subsequent bidding for a period of 3 years.

### **7.2.7 Procurement Policy on Micro and Small Enterprises (MSEs)**

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

Bidder is required to inform its MSME status as per following definition, if applicable.

<b>Enterprise Category</b>	<b>Manufacturing (Original Investment in P&amp;M)</b>	<b>Services (Original Investment in Equipment)</b>
Micro	Up to ` 25 lakh	Up to ` 10 lakh
Small	Up to ` 500 lakh	Up to ` 200 lakh
Medium	Up to ` 1000 lakh	Up to ` 500 lakh

### **7.2.8 Period of Validity of Bids**

- 1. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from last date for submission of bids as mentioned in 'Bid Critical information' sheet.
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2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

### **7.2.9 Deadline for submission of Bids**

1. The bids must be received by the Bank at the specified address not later than date mentioned in 'Bid Critical Information', given in the beginning of this document.
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.
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.

### **7.2.10 Late Bids**

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

### **7.2.11 Modification And/ Or Withdrawal of Bids**

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
2. The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
3. No request for modification or withdrawal of Bid will be entertained after the deadline for submission of bids.
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.

### **7.2.12 Opening of Technical Bids by the Bank**

1. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Bid Critical information' sheet.
  2. On the scheduled date and time, bids will be opened by the designated Committee of the Bank in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
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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, bank at its discretion will proceed further with opening of the technical bids in their absence.
  4. The Bidder name, presence or absence of requisite EMD and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of bid opening.
  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.

### **7.2.13 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 submit point by point compliance to the technical compliance and it should be included in the Bid.
3. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

### **7.2.14 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-VI**.
  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 responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
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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.

### **7.2.15 Bid Evaluation**

1. All the responsive bids will be evaluated as per the procedure detailed in Chapter- 6 – Bid evaluation methodology.
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. SIDBI 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.

### **7.2.16 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 in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
2. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

### **7.2.17 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.

### **7.2.18 Conditional Bids**

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

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bank before submission of bids.

### **7.2.19 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.

### **7.2.20 Award of Contract**

1. The successful Bidder will be selected as per the process mentioned in Chapter 6: Bid evaluation methodology. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive.
2. Selected bidder would be issued 'Letter of intent (LoI)/ purchase order (PO) on final selection and completion of internal approval formalities of the bank. Immediately after the receipt, the selected Bidder must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.

### **7.2.21 Miscellaneous**

1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures.
2. SIDBI 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. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

## **7.3 Commencement, Completion and Termination**

### **7.3.1 Commencement of Services**

The Bidder shall commence the Services from the mutually agreed earliest kick-off date but not later than one month from the date of issue of LOI / PO by SIDBI, unless otherwise agreed by the Parties.

### **7.3.2 Period of Project**

1. Process documentation and BPR exercise have to be completed within 6 months from date of kick-off of the project.
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2. PMO services extended under this agreement to implement the proposed initiatives shall be completed by the Bidder within 3 (three) years from the kick-off date of the services. No additional amount would be payable in case individual initiative gets extended within the overall project period of 3 years.
  3. If the project gets extended beyond 36 months and the reason of delay is not solely attributable to the consultant, Bank will consider at its own discretion to configure additional efforts after discussion with the consultant. Additional payment, if any, shall be paid based on person-month rate applicable during the period for the selected role / resource configured in the contract.

### **7.3.3 Termination of Contract**

#### **7.3.3.1 By SIDBI**

SIDBI shall have the right to terminate the contract, in whole or in part, by giving the successful Bidder at least 90 days' prior notice in writing without assigning any reason. Further, SIDBI may, by not less than 30 (thirty) days' written notice of termination to the successful Bidder, such notice to be given after the occurrence of any of the events specified in this Clause, terminate the Contract if:

1. the successful Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within 30 (thirty) days of receipt of such notice or within such further period as SIDBI may have subsequently granted in writing;
2. the successful Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
3. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days.

#### **7.3.3.2 By the successful Bidder**

The successful Bidder shall not have any right to terminate the Agreement entered into subsequent to this RfP for convenience. The successful Bidder may, by not less than 30 (thirty) days' written notice to SIDBI, such notice to be given after the occurrence of any of the events specified in this Clause, terminate the Contract if:

1. SIDBI fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Section 7.7 hereof within 15 (fifteen) days after receiving written notice from the successful Bidder that such payment is overdue;
  2. SIDBI is in material breach of its obligations pursuant to the Contract and has not remedied the same within 30 (thirty) days (or such longer period as the successful Bidder may have subsequently granted in writing) following the receipt by SIDBI of the successful Bidder's notice specifying such breach;
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3. as the result of Force Majeure, the successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
  4. SIDBI fails to comply with any final decision reached as a result of arbitration pursuant to Section 7.7 hereof.

### **7.3.3.3 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 7.3.3.1 or 7.3.3.2 hereof, the Consultant 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.

### **7.3.3.4 Payment upon Termination**

1. Upon termination of this Agreement pursuant to Clauses 7.3.3.1 or 7.3.3.2 hereof, SIDBI shall make the payment to the successful Bidder pursuant to Section 7.6 hereof for Services performed prior to the date of termination and which could be used by SIDBI.
2. In the event of a pre-mature termination of this Agreement by SIDBI, 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 on transit period will work to transfer all the work completed and in progress and knowledge out of the project as per the requirement of SIDBI.

### **7.3.3.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 7.3.3.1 or 7.3.3.2 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 7.7 hereof, and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **7.3.4 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 SIDBI for implementation, integration of components across initiatives, training and submission of the relevant documents.

Completion of initiatives would be on acceptance of all the deliverables by SIDBI related to the respective initiative. For multi-phase implementations, the date of completion of the last phase would be considered as the completion date of the respective initiative.

## **7.3.5 Implementation of Initiatives**

The Bank may choose to implement any / all of the initiatives as mentioned in Section 4.2. Respective scenarios will be handled as follows:

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### 7.3.5.1 Addition of Initiative

It will be mutually decided to configure additional efforts based on similar other initiative, listed in this RfP. Commercial will be decided using the person-month rate for similar resource.

### 7.3.5.2 Change / Replacement of Initiative

1. If any initiative is replaced by any new one, Consultant shall extend the consultancy services for the same without any additional cost. The payment in case of such events would be made as mentioned in Section 7.6.1.3.

### 7.3.5.3 Dropping of Initiative

1. Bank may decide not to implement any initiative, or abandon any initiative in between at any stage of its implementation.
2. Additionally, Bank, in such case, may also decide to reduce either the strength of PMO in terms of number of resources or to reduce the project period of PMO services and advise the consultant accordingly giving notice of 30 calendar days.
3. The payment in case of such events would be made as mentioned in Section 7.6.1.2.

## 7.3.6 Force Majeure

### 7.3.6.1 Definition

1. For the purposes of the Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
2. 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 into account at the time of the conclusion of the Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.
3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 7.3.6.2 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

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taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

### **7.3.6.3 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.

### **7.3.7 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
  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
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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.

### **7.3.8 Limitation of liabilities**

1. In no event shall either party be liable with respect to its obligations under or arising out of this Contract for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss 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.
2. Save and except for liability under Section 7.4.5, the aggregate liability of the Bidder under this Contract, arising at any time, shall not exceed the total Contract value.
3. The Bidder shall be liable to SIDBI only for any direct loss or damage accrued due to deficiency in Services rendered by it.

### **7.3.9 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 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.

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### **7.3.10 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.

## **7.4 Obligations of the Bidder**

### **7.4.1 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. All the deliverables as per the scope of this RfP will become the property of the Bank.

### **7.4.2 Confidentiality**

1. The Bidder, and its Personnel shall not, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by SIDBI to the Bidder, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the SIDBI's employees, officers or other professionals or suppliers, customers, or contractors of SIDBI; and any other information which the Bidder is under an obligation to keep confidential in relation to the Project, the Services or the Contract / RfP ("Confidential Information"), without the prior written consent of SIDBI.
  2. In case the bidder is extending similar services to multiple customers, bidder 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 contract. The Bidder will treat as confidential all data and information about SIDBI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of SIDBI.
  3. Notwithstanding the aforesaid, the Bidder and its Personnel may disclose Confidential Information to the extent that such Confidential Information:
    - a) is required to be disclosed by Applicable Laws or judicial or administrative order;
    - b) is required to be disclosed in arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Bidder, and its
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- Personnel shall give SIDBI prompt written notice, to the extent permissible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- c) was in the public domain prior to its delivery to the Bidder, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Bidder, and its Personnel;
  - d) was obtained from a third party with no known duty to maintain its confidentiality or independently developed by the Bidder.
4. The obligations contained in Section 7.4.2 shall apply mutatis mutandis to SIDBI where SIDBI is the recipient of confidential information of the Bidder. Further, subject to confidentiality obligations set forth herein, the Consultant may wish to refer to SIDBI and the Services the Bidder has performed for it when marketing its services.
  5. The confidentiality obligations shall survive the expiry or termination of the agreement between the successful Bidder and the Bank.

### **7.4.3 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.

### **7.4.4 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, 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 technical 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.
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### **7.4.5 IPR Infringement**

1. The Bidder undertakes and acknowledges that any infringement of IPR arising out of services provided by it shall be the sole responsibility of the Bidder and SIDBI shall have no obligation or liability with regard to the same.
2. As part of this project bidder/service provider may use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/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 the deliverables provided and/or use of any software/tool by Bidder/Service provider under this project.

### **7.4.6 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).

#### **7.4.6.1 Rights to Visit**

1. All records of the Bidder with respect to any matters covered by the Contract shall be made available to SIDBI or its designees at any time during normal business hours, as often (but not more than once a calendar year) as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
  2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorize, the progress of the project from where the services are being rendered by the Bidder. Any such review shall be subject to the following guidelines: (i) it is restricted to providing access to Bidder's fees/ invoicing related records relating to the Services under the Contract (ii) Bidder shall not be expected to provide any information which may cause it to breach confidentiality of other parties; and (iii) if an audit is contemplated to be conducted by an external/third party auditor, such third party shall sign an NDA with the Bidder (in a format suggested by the Bidder).
  3. SIDBI 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 reasonable prior notice to ensure that data provided by SIDBI is not misused. The Bidder will have to cooperate with the authorized representative/s of SIDBI and will have to provide all information/ documents required by SIDBI.
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4. The right to visit under these clauses shall be restricted to physical files related to the Contract alone. Visit shall be conducted during normal business hours and on normal working days after informing the Bidder in advance.

#### **7.4.7 Publicity**

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

#### **7.4.8 Statutory & Regulatory Compliance**

The bidder should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regards to transactions under RfP. The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of resources across SIDBI sites nationwide. The bidder should follow all payout norms as per the MWA in all the states and SIDBI will not liable for this under any situation. SIDBI may (but shall be obliged) call for proof of such payments by bidder and any other Act/Statutory and regulatory compliances as applicable.

#### **7.4.9 Conflict of Interests**

The Bidder shall hold SIDBI's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to the SIDBI and seek its instructions.

#### **7.4.10 Documents prepared by the Bidder to be the Property of the "SIDBI"**

All plans, specifications, designs, reports, and other documents prepared by the bidder for "SIDBI" under this Contract shall become and remain the property of the "SIDBI", and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to "SIDBI", together with a detailed inventory thereof. The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from SIDBI and SIDBI reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain SIDBI's prior written approval to such agreements, and "SIDBI" shall be entitled at its discretion to require recovering the expenses related to the development of the program.

Any pre-existing IPR of the bidder would continue to be with the bidder.

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## 7.5 Obligations of SIDBI

### 7.5.1 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.

### 7.5.2 Access to Land and Property

SIDBI warrants that the Bidder and its authorized representatives shall have, free of charge, unimpeded access to the sites of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Bidder as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services, if any, to be made to the Bidder.

### 7.5.3 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.

## 7.6 Payment and Liquidated Damages

### 7.6.1 Terms of Payment

#### 7.6.1.1 Payment in normal course

Payment shall be settled as mentioned below:

**Table 7-1 Payment for BPR Exercise**

Sr. No.	Payment Phase (on completion)	Payment %ge of BPR cost	Remark
<b>BPR Exercise</b>			
1	Submission and sign-off of As-Is report	25%	Payment would be made based on the schedule
2	Submission and sign-off of To-Be Process Document including BPR	40%	
3	Submission of Business Requirement Document (BRD)	15%	
4	Acceptance / sign-off of BRD by SIDBI	20%	
	<b>Total</b>	<b>100%</b>	

**Table 7-2 Payment Distribution for Project Management**

Sr. No.	Payment Phase	Payment %ge of Full time PMO Cost	Remark
<b>Project Management Office (PMO)</b>			
1	Quarterly Payable Fixed cost of PMO	50%	Payment would be made at equal quarterly installment across the project period and payable at the end of each quarter
2	PMO Cost linked to Implementation of Initiatives &&	40%	As mentioned in Table 7-3 below
3	PMO Cost payable on Project Closure	10%	Payable after project closure and based on total PMO services utilized
	<b>Total</b>	<b>100%</b>	

&& This 40% cost of Full time PMO resources will be distributed across the initiatives based on defined percentage in Table 7-4 below and added to the cost of Need based resources of respective initiative. Thus the variable project management cost of each initiative will be paid as per schedule mentioned in the following Table 7-3.

**Table 7-3 Payment linked to Implementation of Initiatives**

Sr. No.	Payment Phase (on completion)	Payment %ge of respective Initiative wise cost	Remark
1	Preparation of FRS and floating of RfP	15%	Payment would be settled based on the completion of each event / milestone for respective initiative towards selection of implementation partner.
2	Signing of agreement with implementation partner and kick-off of the project by implementation partner	15%	
3	Payments would be linked to the payment milestones of the respective initiatives on pro-rata basis	70%	Payment would be settled based on the payment milestone and quantum as defined in contract with implementation partner for the respective initiative
	<b>Total</b>	<b>100%</b>	

**Table 7-4 Initiative-wise Weightage for Payment Distribution**

Srl. No.	Initiative	Weightage in %
1	BPR Exercise	10
2	Data Warehouse and Business Intelligence	15

Srl. No.	Initiative	Weightage in %
5	Enterprise Service Bus	5
6	Solutions for core business	30
7	ERP – FMS	10
8	ERP – HRMS	10
9	Customer Relationship Management	10
10	Migration/Collocation of Disaster Recovery (DR)	5
11	Migration/Collocation of Data Centre (DC)	5
<b>Total</b>		<b>100</b>

1. 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.
2. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Vendor is required to submit Bank Mandate Form (as per **Annexure-XII**) along with cancelled cheque in original along with the technical bid.
3. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. 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.
4. TDS, if any, will be deducted while releasing the payment.
5. All Payments will be made to the Bidder in Indian Rupee only.

#### 7.6.1.2 Payment in case of dropping of initiatives

1. In case the Bank decides not to implement any initiative, cost of need-based resources linked to such initiatives (Table 8-2 in **Annexure-X – Commercial Bid**) would be deducted from the total cost payable to the consultant. In case the initiative is abandoned in between at any stage of its implementation, the payment of need-based cost to the consultant would be made on pro-rata basis, based on the completed milestone. Balance cost of full-time PMO resources linked to the initiatives will be clubbed with fixed cost component and distributed equally in quarterly payment instalments.
2. In case Bank decides to reduce either the strength of PMO, in terms of number of resources or by reducing the project period of PMO services, payment for full time resources (i.e., both 50% and 10% components mentioned in Table 7-2) will be made only for the services utilized.

#### 7.6.1.3 Payment in case of replacement of initiatives

1. In case of replacement of any initiative with new initiative, the cost of full-time PMO resources linked to the old initiative will be considered for the corresponding replaced initiative.

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#### 7.6.1.4 Payment in case of termination of projects

1. The cost of full-time resources would be paid for the portion of services utilized.
2. The cost of need-based resources would be paid based on the milestones completed for respective initiatives.

#### 7.6.1.5 Payment for Early Project Completion

1. In case the Project Closure as mentioned in Section 7.3.4 is achieved before the completion of 36 months, the payment for the cost of need-based resources linked to such initiatives (Table 8-2 in **Annexure-X – Commercial Bid**) and the 40% cost of full-time resources (as mentioned in Table 7-2) linked to the initiatives would be made to the consultant.
2. However since the project period of PMO services are reduced, payment for full time resources (i.e., both 50% and 10% components mentioned in Table 7-2) will be made only for the services utilized i.e., up to the reduced project period.

#### 7.6.1.6 No Set-Off Counter-Claim and Cross Claims

1. In case the selected bidder enters into any other business relationship with SIDBI, no right of set-off counter-claim and cross-claim and or otherwise will be available under or pursuant to this RfP to the Bidder for any payments receivable under and in accordance with that business or those relations.

### 7.6.2 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
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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.

### **7.6.3 Performance Bank Guarantee (PBG)**

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the total value (includes all phases) with BG validity up to **three years** from the date of purchase order.
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. The guarantee should be from a scheduled commercial bank only.
3. The Bank Guarantee shall be released on the completion of all the phases or after its validity, whichever is earlier. In case of expiry of BG prior to project completion, the bidder will be required to renew the BG for further period as per plan.
4. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD amount / BG obtained towards security deposit.
5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee 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.
6. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

### **7.6.4 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.
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## 7.6.5 Liquidated Damages for Default in Services

1. If the bidder fails to complete the BPR exercise within stipulated time, SIDBI will impose Liquidated Damages of 0.5% of the cost of BPR component of order value for each weeks delay or part thereof attributable to the vendor, subject to maximum of 10% of the cost of BPR component.
2. Successful bidder shall deploy resources within 30 days from (1) contract date, OR (2) the date of issue of a change order for resources by SIDBI. Any delay beyond such limit shall attract liquidated damage equivalent to 120% of the per man-day cost of respective resource.
3. Any absence of full-time resource beyond the prescribed leave of absence shall attract Liquidated Damages, as under, in case no substitute is arranged by the Bidder as per defined requirement. This Liquidated Damages is in addition to the non-payment of quarterly cost for that resource for those many days he/she was absent. (One day's cost = Monthly cost / 22)

Resource Category	Allowed leave of absence per month	Liquidated Damages beyond leave of absence
Program Manager (PM)	01 day	120% of the per Man Day cost
Technical Expert (TE) / Business Analyst (BA)	01 day	120% of the per Man Day cost
BPR Lead	01 day	120% of the per Man Day cost

## 7.7 Settlement of Disputes

### 7.7.1 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.

### 7.7.2 Dispute Resolution

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 in- stance, be attempted to be resolved amicably .
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.

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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.

### **7.7.3 Arbitration**

1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 7.7.2, 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.

### **7.7.4 GOVERNING LAW :**

1. The agreement that will be signed pursuant to this RfP will be governed in accordance with Indian laws and courts at Mumbai shall have exclusive jurisdiction to determine any proceeding in relation thereto.”

### **7.8 SEVERABILITY**

1. Every paragraph, part, term or provision of this RfP is severable from the others. If any paragraph, part, term or provision of this RfP is construed or held to be void, invalid or unenforceable by order, decree or judgement of a court of competent jurisdiction or otherwise, the remaining paragraphs, parts, terms and provisions hereof shall not be affected thereby but shall remain in full force and effect.
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## 8. Annexures

### 8.1 Annexure – I : Bid Covering Letter

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

Date:

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

Dear Sir,

**Appointment of Appointment of Consultant for BPR & PM**  
**(RfP No : 400/2017/1223/BYO/ITV)**

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 ` **5000/- ( 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 ` **4,75,000/- ( Four Lakh Seventy Five Thousand only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
3. Minimum Eligibility bid, Technical bid and Commercial bid inside separate envelopes, in prescribed formats.

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

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in **Annexure- 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 any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date :

Place :

Signature of Authorised Signatory :

Name of the Authorised Signatory :

Designation :

Name of the Organisation :

Seal ...

## 8.2 Annexure – II : General Information about Bidder

Details of the Prime Bidder (Company)				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (corporate / firm / govt. institution)			
4	Details of Incorporation of the Company	Date:		
		Ref.#		
5	Details of Commencement of Business	Date:		
		Ref.#		
6	Valid Sales tax registration no.			
7	Valid Service tax registration no.			
8	Permanent Account Number (PAN)			
9	Corporate Identification Number (CIN)			
10	Bank Mandate Status <tick appropriate>			
	<input type="checkbox"/> Already submitted with SIDBI		<input type="checkbox"/> Being submitted herewith as per format	
	<b>Bank account details as per bank mandate form :</b>			
	Sr.No.	Bank Name and Branch	Account type / number	IFSC code
11	Name & Designation of the contact person to whom all references shall be made regarding this tender			
12	Telephone No. (with STD Code)			
13	E-Mail of the contact person:			
14	Mobile No. of the contact person:			
15	Fax No. (with STD Code)			
16	Website			
17	MSE status <tick appropriate> :			
	<input type="checkbox"/> Company does not qualify the status of MSE			
	<input type="checkbox"/> Company does qualify the MSE status. Relevant document is attached herewith. <please attach MSE registration certificate or a certificate from Chartered Accountant>			
15	Financial Details (as per audited Balance Sheets) (in Cr)			
16	Year	2012-2013	2013-14	2014-15
17	Net Worth			
18	Turn Over			
19	PAT			

Date :  
Place :

Signature of Authorised Signatory :  
Name of the Authorised Signatory :  
Designation :  
Name of the Organisation :  
Seal ...

### 8.3 Annexure –III : Response to the Eligibility Criteria

Srl. No.	Financial and other Requirements	Proof Required	Documents / Proof given by Bidder	Attachment Tag <sup>\$\$</sup>
1.	The Bidder should have been incorporated under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 and subsequent amendments thereto.	Certificate of Incorporation / Registration certificate		
2.	The Bidder must be a reputed and experienced Company operating in the field of IT Consultancy/ IT Advisory practice for at least 5 years as on the last date of submission of bid.	Memorandum & Articles of Association should be attached		
3.	The Bidder should have a minimum turnover of at least INR 40 crores or equivalent per annum in at least 2 years out of last 3 financial years as on the last date of submission of Bid.	Statutory Auditor certificate and copies of last three years' balance sheet		
4.	The Bidder should have made cash profit in at least 2 years out of last 3 financial years.	Statutory Auditor certificate and copies of last three years' balance sheet		
5.	The Bidder should have a minimum number of 50 full time professional staff engaged in related services	Self declaration by authorized signatory of the Bidder		
6.	The Bidder should have an office registered in India. One of its offices must be in Mumbai to handle the project smoothly.	Self declaration with address and contact details on letter-head		
7.	The Bidder must have completed at least one consultancy project involving BPR exercise and one project with similar Project Management services for organizations in BFSI** sector in last 5 years either for same customer or two different customers	Work order along with completion certificate for completed projects		
8.	Bidder should not have been blacklisted by any PSU / Govt. of India as on the last date of submission of Bid.	Letter of undertaking to this effect on company's letter head signed by company's authorized signatory		
9.	The Bidder should not be engaged with SIDBI for providing services like system integration; should not be a software / hardware solution provider; should not be a product OEM; should not be the current IT Infrastructure Management vendor.	Self-Declaration / An undertaking to this effect is to be submitted by the bidder as mentioned in <b>Annexure-V</b> .		

Signature of Authorised Signatory  
Seal of the Organisation

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

## 8.4 Annexure – IV : Technical Bid

Srl. No.	Parameters	Scoring Scheme / Parameters	Proof / Document Required	Attachment Tag \$\$
1	<b>Project Management :</b> Details of the similar assignments executed or under execution by the bidder during the last five years in BFSI domain	Banking Solution / operations (Core Solutions in BFSI /ERP) Supporting Solutions (Document Management / DW-BI / CRM) DC / DR implementation / migration / collocation	Please provide following details for all the projects separately : <ul style="list-style-type: none"> <li>• Brief details of the project</li> <li>• Contact details of the client</li> <li>• Word Order.</li> <li>• Completion Certificates from the client in case of completed Projects.</li> </ul>	
2	<b>BPR Exercise :</b> Details of the similar assignments executed by the bidder during last five years in BFSI domain		Please provide following details for all the projects separately : <ul style="list-style-type: none"> <li>• Brief details of the project</li> <li>• Contact details of the client</li> <li>• Word Order.</li> <li>• Completion Certificates from the client in case of completed Projects</li> </ul>	
3	Approach & methodology		Please elaborate on : <ul style="list-style-type: none"> <li>• Bidder's approach on Project organization, Methodology to be followed for delivery, Processes defined for management of the project</li> <li>• Understanding SIDBI's requirement, concern, vision and IT Strategy</li> <li>• Risk Identification &amp; Mitigation</li> </ul>	

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.



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## 8.5 Annexure – V : Declaration Regarding Clean Track Record

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

Date:

The General Manager (ITV)  
Small Industries Development Bank of India,  
3<sup>rd</sup> 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**

#### **Appointment of Consultant for BPR & PM** **(RfP No : 400/2017/1223/BYO/ITV)**

I have carefully gone through the Terms & Conditions contained in the **RfP No : 400/2017/1223/BYO/ITV dated December 16, 2016** regarding selection of consultant in SIDBI for BPR and PM. 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,

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

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## 8.6 Annexure – VI : Letter of Competence

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

**(RfP No : 400/2017/1223/BYO/ITV)**

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

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

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

Thanking you,

Yours sincerely,

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

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## 8.7 Annexure – VII : Power of Attorney

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

**(RfP No : 400/2017/1223/BYO/ITV)**

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2015, 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 **RfP No : 400/2017/1223/BYO/ITV dated December 16,, 2016 for ‘Appointment of Consultant for BPR & PM’** and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

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WITNESS:

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

Attested

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## 8.8 Annexure – VIII : Letter of Conformity

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

Date:

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

Dear Sir,

**Appointment of Consultant for BPR & PM**  
**(RfP No : 400/2017/1223/BYO/ITV)**

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-XIII** 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,

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

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## 8.9 Annexure – IX : Bank Guarantee

**RfP No : 400/2017/1223/BYO/ITV**

*(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 "**Appointment of Consultant for BPR & PM**" on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. ` . \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due 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 "**Appointment of Consultant for BPR & PM**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
  3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.
  4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
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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.
  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 \_\_\_\_\_).
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13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) \_\_\_\_\_ upon the earlier of (a) its discharge by payment of claims aggregating to ` \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)”
15. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at Mumbai

In witness where of we ..... have set and subscribed our hand and seal this ..... day of .....2015.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

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

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## 8.10 Annexure – X : Commercial Bid

**Table 8-1 Cost of Full Time Resources**

Cost of Full Time Resources							
Purpose	Role/ Resource Type	Period (Months)	Person-Month Rate \$	Base Cost	Taxes		Total (in `)
					Rate %	Tax Amt	
		A	B	C=A*B		D	C+D
PMO	Program Manager	36					
	Technical Expert	36					
	Business Analyst	36					
<b>Total</b>							<b>D<sub>1</sub></b>
BPR	BPR Lead	6					<b>D<sub>2</sub></b>

**Table 8-2 Initiative Wise Cost of Need based Resource**

Sl. No.	Initiatives	Initiative wise cost of all Need Based Resources (in `)
1	BPR Exercise	
2	Data Warehouse and Business Intelligence	
3	Enterprise Service Bus	
4	Solutions for core business	
5	ERP – FMS	
6	ERP – HRMS	
7	Customer Relationship Management	
8	Migration/Collocation of Disaster Recovery (DR)	
9	Migration/Collocation of Data Centre (DC)	
<b>Total cost</b>		
<b>Taxes @ .....%</b>		
<b>Grand Total of Need Based Resources [ E ]</b>		

**Table 8-3 Cost (Person-month) for Optional Requirement**

Cost (Person-month) for Optional Requirement <sup>%%</sup>								
Role	Efforts in Months <sup>%</sup>	Base Cost 1 <sup>st</sup> – 3 <sup>rd</sup> year	Base Cost 4 <sup>th</sup> year	Base Cost 5 <sup>th</sup> year	Total Base Cost	Taxes & ST &&	Total	Total Cost of Effort
	x	a <sub>1</sub>	a <sub>2</sub>	a <sub>3</sub>	b=a <sub>1</sub> +a <sub>2</sub> +a <sub>3</sub>	c	d=b+c	e=x*d
Program Manager	1	-						
Technical Expert	1	-						
Business Analyst	1	-						
Solution Architect	1							



Security Expert	1							
Infrastructure Architect	1							
Application Expert - Core	1							
Application Expert - ERP	1							
Application Expert - CRM	1							
DW/BI Architect	1							
<b>Grand Total [ <math>F = \sum e_i</math> ]</b>								

% Efforts have been mentioned to normalize the optional cost and same will be added to the Total Cost for techno commercial evaluation  
&& Please mention the tax rates below the table.

**Table 8-4 Summary of Commercial Details**

Purpose details	Cost Summary	Remark
Full Time Resources	$D_1 + D_2$	Order will be placed for $D_1 + D_2 + E$
Need based resource for all initiatives	E	
Optional Resources	F	
<b>Total Cost for commercial evaluation</b>	$D_1 + D_2 + E + F$	

---

**Bidder may please make note of the following:**

1. The costs must be in Indian Rupees.
2. \$ In case of requirement, Person-Month rate of respective type of resources shall be utilized by SIDBI during first 3 years for additional services not included in the scope of this RfP.
3. %%These optional rates are being taken to utilize the services of the consultant for the respective resource types during the project period (1<sup>st</sup> to 3<sup>rd</sup> year) and also for 4<sup>th</sup> and 5<sup>th</sup> years to meet any requirement not covered by this RfP. As tabulated above, these optional rates shall be used to arrive at total cost for techno-commercial evaluation. However, initial order will be placed with the selected bidder at the total cost of INR (**D<sub>1</sub> + D<sub>2</sub> + E**).
4. Bidder shall fill only the green shaded fields. Others shall be calculated based on formula.
5. No conditions should be stipulated in the commercial bids. The conditional bids shall be rejected.

---

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

---

---

## 8.11 Annexure – XI : 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 “**Appointment of Consultant for BPR & PM**” as per scope defined in the **RfP No : 400/2017/1223/BYO/ITV dated December 16, 2016** 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 ...
	Seal ...

---

## 8.12 Annexure – XII : 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)		
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer

### 4. Date from which the mandate should be effective :

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

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

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

---

Signature of the party / Authorized Signatory

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

**<sup>1,2</sup>: 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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## 8.13 Annexure – XIII : Statement of Deviations

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

**Appointment of Consultant for BPR & PM**  
**(RfP No : 400/2017/1223/BYO/ITV)**

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 8-5 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: \_\_\_\_\_

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## 8.14 Annexure – XIV - EMD / Bid Security Form

(RfP No : 400/2017/1223/BYO/ITV)

(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 : 400/2017/1223/BYO/ITV dated December 16, 2016** 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 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 .....

.....

---



## 8.15 Annexure – XV : Resource Credentials

**Table 8-6 Resource Credentials**

Srl. No.	Role as per Rfp	Name of Resource	Professional Qualification	Overall Work experience (Years & Months)	Relevant work experience (Years & Months)	Remark
1.						
2.						
3.						

**Table 8-8 Relevant Work Experience Details of Resources  
(Please submit details as defined in Table 4.2)**

Role as per RfP	Name of Resource	Name of Client	Name of Project	Period From (MM/YY) (A)	Period To (MM/YY) (B) **	Project Duration (B-A)	Project Activities

\*\* - In case of on-going projects, the Project Period will be reckoned only till the bid submission date of this RfP.

**Note:** Bidder to submit supporting documents to substantiate overall work experience and relevant work experience.

## 8.16 Annexure – XVI : Resource Deployment Requirement (Need-based)

The indicative mapping of initiative wise requirement of need-based resources is given in the table below. The Bidder is required to at least configure such need-based resources while submitting the commercial proposal. Further if required, Bidder may also configure additional resources based on its experience and delivery methodology.

**Table 8-7 Resource Deployment Requirement (Need-based)**

Sr I. No.	Initiative	Solution Architect (SA)	Security Expert (SE)	Infrastructure Architect (IA)	Application Expert - Core (AEC)	Application Expert - ERP (AEE)	Application Expert - CRM (AER)	DW/BI Architect (DA)
1	BPR Exercise	✓			✓	✓	✓	
2	Data Warehouse and Business Intelligence	✓	✓	✓				✓
5	Enterprise Service Bus	✓	✓	✓				
6	Solutions for core business	✓	✓	✓	✓			
7	ERP – FMS	✓	✓	✓		✓		
8	ERP – HRMS	✓	✓	✓		✓		
9	Customer Relationship Management	✓	✓	✓			✓	
10	Migration/Collocation of Disaster Recovery (DR)		✓	✓				
11	Migration/Collocation of Data Centre (DC)		✓	✓				

## 8.17 Annexure – XVII : Pre Contract Integrity Pact

### PRE CONTRACT INTEGRITY PACT

(RfP No : 400/2017/1223/BYO/ITV Dated Deceember 16, 2016)

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

#### General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_ on ---- day of the month of ----, ----(Year) 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 issue RfP for ‘**Appointment of Consultant for Business Process Re-engineering and Project Management**’ 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 services/stores/equipment 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:

---

### **Commitments of the BUYER**

- 1.1. 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.
- 1.2. 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.
- 1.3. 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. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such person 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.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original 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 agreed 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 to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  - 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - 3.12. if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

#### **4. Previous Transgression**

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

## **5. Earnest Money (Security Deposit)**

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Performance Guarantee/Security Deposit, with the BUYER through any of the following instrument.
  - (i) Bank Draft on a Pay Order in favour of -----
  - (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.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid for a period of five years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

- 6.1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
  - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
  - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

- 
- (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
  - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**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 or providing similar services 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 or similar services provided by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

---

## **8. Independent Monitors**

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

## **9. Facilitation of Investigation**

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



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**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

Chief Executive Officer

Designation

SIDBI

Witness

Witness

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

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

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

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

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to

End of RfP Document