



भारतीय लघु उद्योग विकास बैंक

**Small Industries Development Bank of India**

संसाधन तैनाती / सॉफ्टवेयर विकास के लिए कंपनियों को सूचीबद्ध करने हेतु अनुरोध

**REQUEST FOR EMPANELMENT OF COMPANIES FOR RESOURCE  
DEPLOYMENT /SOFTWARE DEVELOPMENT**

[निविदा सं. 400/2018/1291/BYO/ITV दिनांक दिसम्बर 10, 2017]

[RFE No. 400/2018/1291/BYO/ITV dated December 10, 2017]

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## Important Clarifications

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

- 'Bank' means 'Small Industries Development Bank of India'.
- 'Bidder' means the respondent to the RFE document.
- 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
- 'Service Provider' refers to the successful bidder who provides the services to the bank after the contract is awarded by the bank, also abbreviated as 'SP'.
- 'RFE' means the Request For Empanelment
- 'Bid' may be interchangeably referred to as 'Offer'.

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4. Annexure IV – Declaration regarding Clean Track Record
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6. Annexure VI – Statement of Deviations
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8. Annexure VIII – Power of Attorney
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10. Annexure XI – Non-Disclosure Agreement

### **Critical Information/ महत्वपूर्ण सूचना**

(RFE No. 400/2018/1291/BYO/ITV dated December 10, 2017)

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 14, 2017 / दिसम्बर 14, 2017	--
2	Pre Bid meeting (no clarifications would be given after pre-bid meeting)/ पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा।	December 15, 2017 / दिसम्बर 15, 2017	11:00am
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	December 29, 2017 / दिसम्बर 29, 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	December 29, 2017 / दिसम्बर 29, 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 वैद्यता	<b>Six Month</b> from the last date of bid submission. बोली जमा करने की अंतिम तिथि से छह महीने तक।	
8	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	Sudhir Tandon, DGM(Systems) 022-67531245, <a href="mailto:standon@sidbi.in">standon@sidbi.in</a> Avinash G Amberkhane, AGM (Systems) 022-67531235, <a href="mailto:aavinash@sidbi.in">aavinash@sidbi.in</a>	

# **1. Introduction and Disclaimers**

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## **1.1 Preface**

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This Request for Empanelment (RfE) has been issued for “Empanelment of companies for resource deployment/software development” for a period of three years in various technologies. The RfE 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.

This enquiry is in the nature of Request for Empanelment (RfE) intended to result in the selection of a panel of Consultants. The responses received pursuant to this RfE will be evaluated as per the criteria specified in this document and the qualified bidders will be placed on the panel. Adequate number of empanelled vendors will be invited, as and when work arises in SIDBI, to submit their Proposals based on detailed EOI/Terms of Reference (TOR) / RFP on a case-to-case basis.

## **1.2 Information Provided**

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The RfE document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. Neither SIDBI nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

## **1.3 For Respondent only**

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The RfE document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent” or “the Bidder”) i.e. Government Organization/ PSU/



PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted and no other person or organization.

#### **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 RFE 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 Respondent.

#### **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 RFE document and the meaning and impact of that information.

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## **1.8 Evaluation of Offers**

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The issuance of RFE 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 RFE document that it has not relied on any idea, information, statement, representation, or warranty given in this RFE document.

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## **1.9 Acceptance of Selection Process**

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Each Recipient / Respondent having responded to this RFE acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RFE 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 RFE.

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## **1.10 Errors and Omissions**

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

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## **1.11 Acceptance of Terms**

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

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## **1.12 Requests for Empanelment**

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

**Contact** : **Sudhir Tandon**  
Position : Deputy General Manager (Systems)  
Email : standon@sidbi.in  
Telephone : +91 - 22 - 67531245  
Fax : +91 - 22 - 67531282

SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RFE closes and all such information and material provided must 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 RFE could be conveyed promptly.

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

SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFE closes to improve or clarify any response.

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### **1.13 Notification**

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

## **2. RFE Response**

### **2.1 RFE closing date**

RFE Response should be received by SIDBI not later than the time mentioned in 'Critical Information' section above, at the defined address of SIDBI Office premises.

### **2.2 RFE Validity Period**

The Bids must remain valid and open for evaluation according to their terms for a period of **six (6) months** from the date of the submission of bids.

### **2.3 Late RFE Policy**

Responses received after the due date / time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened.

### **2.4 Receiving of RFE Response**

Receiving of RFE response will be recorded by SIDBI in a 'Tender Receiving Register' kept for the purpose upon receiving the RFE response. The submission of the response should be in the format outlined in this RFE and should be submitted preferably through hand delivery. If the submission to this RFE does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFE 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 RFE process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

### **2.5 Requests for information**

1. Recipients are required to direct all communications for any clarification related to this RFE, to the designated Bank officials and must communicate the same in writing

by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone.

2. All queries relating to the RFE, 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.
3. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFE 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.
4. The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFE closes to clarify any response.

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## **2.6 Pre-Bid Meeting**

1. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFE 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.
2. It would be the responsibility of the Bidders to be present at the venue of the meeting.
3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information Section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
4. 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) website and Central Public Procurement Portal (CPPP) within three working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

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

## 2.7 Disqualification

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

## 2.8 Selection process

Successful Bidder will be selected through eligibility bid / pre-qualification bid evaluation process:

## 2.9 Details of Bids to be Submitted

- (a) Bidders are required to submit their responses in one envelope, with contents of each as under:

Envelope #	BidContents	No. of Copies	Label of Envelope
I	I. Eligibility Bid – Bid Covering letter as per format prescribed in Annexure-I II. General Information about the bidder as per format prescribed in Annexure-II III. Response to Minimum Eligibility Criteria as per format prescribed in Annexure-III IV. Declaration regarding clean track record, as per format prescribed in Annexure-IV V. Conformity of Hard Copies as per format prescribed in Annexure – V VI. Statement of deviations as per format prescribed in Annexure-VI VII. Letter of competence as per format prescribed in Annexure-VII VIII. Power of Attorney as per format prescribed in Annexure-VIII IX. Letter of Conformity as per format prescribed in Annexure-IX	Hardcopy – 1 A CD containing Editable Softcopy - 1	<b>“Minimum Eligibility”</b> <b>Empanelment of companies for on-site resource deployment/software development RFE No. 400/2018/1291/BYO/ITV dated December 10, 2017</b>

- (b) Above mentioned envelope should be sealed and submitted super-scribing **“Empanelment of companies for resource deployment / software development RFE No. 400/2018/1291/BYO/ITV dated December 10, 2017”**.
- (c) All the individual envelopes must be super-scribed with the following information as well:
- i. Name of the bidder, Contact Number and mail id.
  - ii. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
  - iii. Envelope should also contain softcopy in the form of DVD/CD of respective response documents.

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## **2.10 Important**

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

1. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
2. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
3. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
4. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
5. The RFE is floated on SIDBI website <http://www.sidbi.in>, Central Public Procurement Portal (CPPP) at [eprocure.gov.in](http://eprocure.gov.in) and Indian Trade Journal. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFE 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 RFE.
6. The bidder cannot quote for the project in part.
7. Each bidder shall submit only one proposal.

## 3. Background

### 3.1 Introduction

SIDBI was established on April 2, 1990 under the Small Industries Development Bank of India Act, 1989 with an aim to be the principal financial institution for the promotion, financing and development of industry in the small scale sector and to co-ordinate the functions of the institutions engaged in the promotion and financing or developing industry in the small scale sector and for matters connected therewith or incidental thereto.

The business domain of SIDBI consists of Micro, Small and Medium Enterprises (MSMEs) and the service sector including transport, health care, tourism sectors etc.

For further details on SIDBI, please visit our website: [www.sidbi.in](http://www.sidbi.in), [www.sidbistartupmitra.in](http://www.sidbistartupmitra.in), [www.standupmitra.in](http://www.standupmitra.in).

### 3.2 Subsidiary/Associate Organizations of SIDBI

➤ **MUDRA : Micro Units Development and Refinance Agency**([www.mudra.org.in](http://www.mudra.org.in))

MUDRA is a public sector financial institution for development and refinancing activities relating to micro units. It provides loans at low rates to microfinance institutions and non-banking financial institutions which then provide credit to MSME's. The purpose of MUDRA is to provide funding to the non-corporate small business sector. MUDRA is a wholly owned subsidiary of SIDBI, incorporated by the Hon'ble Finance Minister while presenting the union budget for FY 2016.

➤ **CGTSMSE : CREDIT GUARANTEE FUND TRUST FOR MICRO AND SMALL ENTERPRISES** ([www.cgtmse.in](http://www.cgtmse.in))

Credit to micro and small enterprises sector is generally perceived as high risk lending, more so, when there is absence of any collateral. In order to encourage banks to lend more to this sector, Government of India and SIDBI have set up the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) in July 2000, to provide credit guarantee support to collateral free / third-party guarantee free loans up to Rs. 100 lakh extended by banks and lending institutions for micro and small enterprise (MSEs) under its Credit Guarantee Scheme (CGS).



➤ **ISARC : INDIA SME ASSET RECONSTRUCTION COMPANY LTD** ([www.isarc.in](http://www.isarc.in))

India SME Asset Reconstruction Company Ltd (ISARC) is the country's first MSME focused Asset Reconstruction Company striving for speedier resolution of non-performing assets (NPA) by unlocking the idle NPAs for productive purposes which would facilitate greater and easier flow of credit from the banking sector to the MSMEs. Set up in April 2008, ISARC's objective is to acquire NPAs and strive to maximize recovery value through innovative resolution methods. It also complied with the conditions stipulated by RBI while granting the Certificate of Registration as an ARC and became fully operational from April 15, 2009.

➤ **SVCL: SIDBI Venture Capital Limited** ([www.sidbiventure.co.in](http://www.sidbiventure.co.in))

SIDBI Venture Capital Limited (SVCL) is a wholly owned subsidiary of SIDBI, incorporated in July 1999. Mission of SVCL is to catalyse entrepreneurship by providing capital and other strategic inputs for building businesses around growth opportunities and maximize returns on investment.

➤ **SME Rating Agency (SMERA)**

SMERA Ratings Limited (formerly SME Rating Agency of India Ltd.) is a joint initiative of Small Industries Development Bank of India (SIDBI), Dun & Bradstreet Information Services India Private Limited (D&B) and leading public and private sector banks in India. SMERA commenced its operations in 2005 as an exclusive credit rating agency for Micro, Small and Medium Enterprises (MSME) sector in the country. Within a span of 10 years, SMERA has assigned ratings to over 35691 MSMEs pan India.

➤ **NCGTC: National Credit Guarantee Trustee Company**

National Credit Guarantee Trustee Company (NCGTC) has been conceptualized with an objective to act as trustee and operate the various credit guarantee funds set up / being set up / to be set up by Government of India. It has been envisaged to provide credit guarantee to banks for Education loans, Vocational skill development, Factoring / bills discounting loans etc. National Credit Guarantee Trustee Company Ltd. (NCGTC) was established in March 2014 by Ministry of Finance, Government of India.

## **4. Project Scope**

### **4.1 Objective**

SIDBI intends to empanel companies for resource deployment / off-site software development on project basis in various technologies, as per requirement of the Bank, for a period of three years. The purpose behind issuing this RFE is to invite pre-qualification / minimum eligibility from the eligible bidders and carryout selection of bidder(s) for the above purpose.

### **4.2 Scope at a Glance**

This RFE is being issued for empanelment of companies for providing resources at SIDBI locations i.e. Mumbai, Chennai, Lucknow, New Delhi NCR for development, maintenance and support of Applications and Services and /or undertaking off-site software development on project basis, as mentioned in the "Section 4.3 Requirement of Resources". The bidder will be required to manage resources / projects and be in a position to visit above SIDBI offices for any discussions / meetings. The Bank recognizes that, as the requirement expands, it is possible that additional resources will be needed. Accordingly, the Bank may request / demand for additional resources for self and / or its associates / subsidiary concerns. In case of requirement of resources for associates / subsidiary, a separate order may be placed by the Bank or associates / subsidiary at the same terms & conditions.

SIDBI would generally require these resources for design, development, maintenance and support of applications, websites / web portals, mobile applications, development of APIs / web services, OCR, data analytics and modeling, business intelligence (BI), software testing and quality control, project management for complete project lifecycle.

### **4.3 Requirement of Resources**

Based on requirements, SIDBI may hire following kind of resources for on-site deployment having experience of 3 to 7 years on required technologies. Requirement of resources may increase/decrease as per project requirements. Tentatively, following kind of resources will be required, but, based on the project requirements, resources for other IT/ITES services may also be required.

Sr. No.	Category
1	Project Manager
2	Web Designer
3	Database Designer
4	Technical Architect
5	Business Analyst
6	Test Lead
7	Technical Writer
8	Tester
9	Data Analyst
10	Software Developer
11	Mobile application developer

Vendor shall ensure the following in connection with resource deployment:

1. Resources deployed on the project should possess qualifications as prescribed at Section 4.4 (Qualification of Resources) of the RFE.
2. Bank will like to have prior discussion with the resource members, being posted for the job to find out their suitability and decide to accept his/her services.
3. Bank will have right to upscale or downscale any number of resources during contract period under same terms & conditions by serving one month's notice to the selected vendor/bidder, except the time of first deployment following issue of purchase order.
4. Before deploying these resources at SIDBI location, successful bidder should declare and provide experience certificates of the resources, Background Verification Certificate, Bio-data of the resources as a proof of the work experience. SIDBI will evaluate the Bio-data and discuss with the resources for selection before deployment. After confirmation from SIDBI, selected resources may be deployed.
5. Vendor and all the deployed resource members will be required to sign the declaration form as per bank's IT security policy or any other similar guideline issued by the bank during the course of the contract.
6. Vendor shall ensure to carry out the due-diligence background check of all the resources deployed during the course of the contract.
7. Vendor has to take approval / permission from Bank for bringing in their own equipments (laptop / pen drives / PCs/ Tablets/ Media /iPAD and similar devices).
8. Resource members deployed by Vendor will be subjected to the disciplines, office decorum, etiquettes as applicable to any other resource member of the bank.
9. Deployed resource members have to make their own arrangement of transport (including in case of night shift or late sitting in the office).

10. Resource members deployed by Vendor have to make their own arrangement of lunch/snacks/breakfast etc. Alternately, same facility may be availed at bank's lounge at a cost, as charged by the caterer.
11. All the deployed resources should have good communication skills and must be conversant with both English and Hindi.
12. If any specific work could not be completed due to poor manpower quality, the successful bidder is required to provide a suitable substitute. Any change of resource during the period of contract should be done only with the prior written approval from SIDBI except in the case of retirement, resignation or termination of the employment of the team member of the successful bidder. For whatsoever reason provided, the target for schedule of work should not be suffered.
13. The successful bidder will not have the right to use/ reproduce the software in whatsoever manner even after the end of this contract.
14. The successful bidder shall be responsible to ensure that all the persons employed by them in execution of the work in connection with the execution of this contract shall not describe to any third party, without prior written permission from SIDBI, any information furnished to them by SIDBI or which may be necessary in carrying out their obligation under this contract and shall treat all such information as confidential.
15. The successful bidder shall warrant absolute satisfactory performance of the system component developed and delivered in terms of contract during the validity period of contract. The successful bidder shall extend full operational support in respect of such system component during the contract period and shall undertake to remove all bugs that may be noticed during this period.
16. SIDBI will provide the desktop computers or laptops to the deployed resources based on requirement.

#### **4.4 Qualification of Resources:**

Sr. No.	Resource Details	Minimum Educational Qualifications	Experience & Skill Set
1	Project Manager	B. E./ B. Tech / M.C.A. from a recognized institute / university	<ul style="list-style-type: none"> <li>• Min. 5 Years in handling IT Software delivery projects in an Enterprise environment. Must be on the rolls of the Vendor since at least of 6 months prior to posting at SIDBI.</li> </ul>

Sr. No.	Resource Details	Minimum Educational Qualifications	Experience & Skill Set
2	All resources except Project Manager	B. E. / B. Tech / M.C.A. from a recognized institute / university OR 3 Years Diploma / degree in Computer science / application from a recognized institute	(a) Min. 3 Years in Software development project in an Enterprise environment

#### **4.5 Continuity of Resources**

1. Successful bidder is required to take utmost care in identifying the resources to be deployed at SIDBI location, as the resources deployed should continue in the project for long time (minimum 1 year) and should not leave the project in short period without written approval from SIDBI.
2. Identified Team Lead should continue at the site across the contract period (i.e. 3 years) except in the case of retirement, resignation or termination of the employment.
3. Resources deployed at SIDBI site, should not be removed from the site by the vendor without prior written approval from SIDBI. If any resource to be replaced from SIDBI location, an advance notice of at least 30 days to be given to SIDBI.
4. Only after prior written approval from SIDBI, resources can be replaced.
5. Any shortfall in notice period will be treated as absence and corresponding liquidated damages would be applicable. Also, the replacements, if necessary, need to be done in a staggered manner, so as no two resources to be replaced at a time.
6. A resource shall be considered absent if allowed leave of absence has already been availed for the month and no standby resource has been arranged.

7. Necessary stand-by resource with similar profile should be arranged during absence of any regular resource on account of leave or any other reason if the leave of absence is more than 5 working days.
8. New resources (who will replace the existing resources) to be deployed at SIDBI location at least 15 days before the date of relieving of existing resources. I.e., a transition period of 15 days is required. No additional payment will be made by SIDBI for this purpose. Not doing so, will be considered as absent for the purpose of levying liquidated damages in addition to the shortfall in notice period, if any.
9. Service provider and all the deployed staff members will be required to sign the declaration form as per bank's IT security policy or any other similar guideline.
10. No additional resources should be deputed at SIDBI location without prior written approval from SIDBI. If required, SIDBI may deploy additional resources from other vendor(s). Under such cases all the team member (including resource from other vendor) would form part of the team and will be managed by team lead (SPOC).

## **4.6 Liquidated Damages**

### **4.6.1 Liquidated damages for delay in deployment of resource(s)**

Service Provider shall deploy resources within 30 days from (1) date of issue of purchase order OR (2) the date of issue of a change order for additional resources by SIDBI. Any delay beyond such limit shall attract liquidated damage as under:

<b>For delay &lt;= 7 days</b>	<b>For delay &gt; 7 days</b>
110% of the Man day cost	120 % of the Man day cost

### **4.6.2 Liquidated damages for absence of resource(s)**

Service provider shall ensure the availability of resources as per defined Service Window for each resource category. Any absence beyond the prescribed leave of absence shall attract liquidated damages as under in case stand-by resource with similar profile is arranged by the Service Provider as per defined requirement:

<b>Allowed leave of absence per month</b>	<b>Liquidated damages beyond leave of absence</b>	
	where continuous leave of absence <= <b>10</b> working days	where continuous leave of absence > <b>10</b> working days
01 day	• 110 % of the Man Day cost	• 120% of the Man Days cost

E.g. : If Resource is absent for 13 days (over and above allowed one day leave) in a month, for all 13 days, liquidated damages would be calculated as 120% of Man Day Cost\* 13.

## 4.7 Backend Technical Support / Tower Matrix

Bidder should have Strong Offsite / Backend Technical support mechanism. Successful bidder is required to submit the Backend Technical Support matrix (from level1 to level3) with name, designation, mail ID, telephone No, Mobile No. in the following format.

S.No	Level	Name	Designation	Mail ID	Telephone No	Mobile No.
1	Level1					
2	Level2					
3	Level3					

## 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. Please note that these are Government bodies, compliance to which is Mandatory.
- ❖ **Minimum Wages Act (MWA)** – The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of resources across SIDBI site. The bidder should follow all payout norms as per the MWA.
- ❖ Any other Act/Statutory and regulatory compliances as applicable.

## **5. Evaluation Methodology**

### **5.1 Objective**

1. The objective of this evaluation methodology is to empanel Service Provider (SP) fulfilling selection criteria and providing professional services at optimal cost.
- 2.

### **5.2 Evaluation process**

1. Bank shall evaluate the Minimum Eligibility bids submitted by bidders and the only bidders qualifying the eligibility criteria shall be empanelled for providing services as per scope.
2. 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.
3. 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 (Letter/e-Mail/Fax), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.

### **5.3 Preliminary Examinations**

1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. The 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.
3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For the purpose of this clause, a substantially responsive Bid is one, which conforms to all the essential and mandatory requirements and / or contains reservations with regard to the critical and essential terms and conditions of the Bidding Document without material deviations.
4. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, Force Majeure etc. will be deemed to be a material deviation.



5. 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. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.
6. 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.
7. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
8. The bidder should satisfy the pre-qualification criteria as specified in the tender.

#### **5.4 Evaluation of Eligibility Criteria**

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

Sr. No.	Criteria	Documents to be submitted as a proof
1	The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.	<ul style="list-style-type: none"> <li>Partnership firm: Certified copy of Partnership Deed.</li> <li>Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business.</li> <li>Reference of Act/Notification</li> </ul>
2.	The bidder should be in the field of software / mobile application development / maintenance for last 3 (three) years as on 30 <sup>th</sup> November, 2017.	Copy of Work order / agreement along with completion certificate for completed projects.
3.	The Bidder should have made cash profit in at least 2 years out of last 3 financial years out of Indian Operations.	Chartered Accountant (CA) certificate and copies of last three years' profit and Loss statement and balance sheet
4	The Bidder should have minimum SEI CMM Level 3 or higher certification and the certificate should be valid as on November 30, 2017.	Copy of the same is to be attached
5	The Bidder should have a minimum number of 200 full time professional staff engaged in	Self declaration to this effect on company's letter head signed by authorized signatory of the Bidder

	software development.	
6.	The Bidder should have an office registered in India.	<ul style="list-style-type: none"> <li>Self declaration with address and contact details on letter-head signed. by authorized signatory of the Bidder</li> </ul>
7.	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.	<ul style="list-style-type: none"> <li>Letter of undertaking to this effect on company's letter-head signed by authorized signatory of the Bidder</li> <li>Provide declaration as per Annexure-IV</li> </ul>
8	Compliance of Statutory & Regulatory guidelines towards clause # 4.14 under Chapter 4.	Self declaration on company's letter-head duly signed by authorized signatory of the bidder

**Note :** *The references of the customers must be submitted with official contact details for verification. References which cannot be verified with provided contact details may not be considered as valid evidences.*

Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with the eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation. Bank reserves the right to cancel the bid / call for clarifications in this regard. 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.

**The bidder is required to submit list of projects / references in the following format supported by any of the following documents as evidences of having relevant experience:**

1. Copy of Work order / agreement along with completion certificate for completed projects.
2. Relevant credential letters, supporting the claim, from the respective organization along with contact details of the organization.

Sr. No.	Technology	Client Name and Location	Name of the Project	Project Start and End Date	Order Value (in Lakh)	Scope / Description of the Project	Contact details (Person name, designation, phone, mobile, email)

- As part of evaluation, the Bank may contact the customer references to get feedback about the credentials submitted by the bidder. The Bank at its discretion may not consider those projects / references for scoring, if in the Bank's opinion it is not relevant or meet corresponding criteria or in case the responses received from the customer contacts are negative.

## **6. Terms and Conditions**

### **6.1 General**

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.
2. Information provided in this RFE 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 RFE 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 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, any requirement is underestimated, not understood or any requirement is 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 RFE shall be the governing document for arrangement between the Bank and the Bidders.
4. SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this RFE and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. SIDBI reserves the right to make any changes in the terms and conditions of purchase. SIDBI will not be obliged to meet and have discussions with any Bidder, and / or to respond to any representations.
5. SIDBI reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website.
6. Unless agreed to specifically by the Bank in writing for any changes to the RFE issued, the Bidders' responses would not be incorporated automatically in the RFE document.

7. SIDBI reserves the right to change the required specifications and ask for the revised bids or cancel the process without assigning any reasons.
8. The scope of the proposal shall be on the basis of single point responsibility, completely covering the services specified under this RFE.
9. Bidder must be ready to accept the extension of the contract by a further period of maximum 12 (twelve) months on the same terms and conditions, if so desired by SIDBI.
10. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.
11. Resources can be hired by Associates of SIDBI also at the contracted rates, however, order will be placed directly by the Associate Institute to the selected vendor and payment will also be made directly by the Associate Institute to the vendor.

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## **6.2 Definitions**

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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 after the acceptance of the Bid, represented by its Head Office / Regional 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. "TCC" means the Terms and Conditions of Contract contained in this section;
5. "The Bidder" or "the Vendor" means the firm supplying or intending to supply the Services under this Contract.

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### **6.3 Clarification of Bids**

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1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in Bid 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 by date as mentioned in 'Critical information' section of RfE. 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.
4. 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 (Fax/e-Mail/letter), and no change in the price of substance of the Bid shall be sought, offered or permitted.
5. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
6. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

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### **6.4 Amendment to the bidding document**

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1. At any time prior to the deadline for submission of Bids, SIDBI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RFE by amendment and same will be placed on the bank's website for information of all prospective Bidders.
2. The amendment will be posted on Bank's website [www.sidbi.in](http://www.sidbi.in) and CPP portal.

3. All Bidders must ensure that such clarifications 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.

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## **6.5 Language of Bid**

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

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## **6.6 Rules for Responding to the RFE**

1. The responses to the RFE 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-VII.
2. Bidders shall have the opportunity to clarify doubts pertaining to the RFE in order to clarify any issues they may have prior to finalizing their responses. All questions are to be submitted to the contact details mentioned, and should be received by the point of contact not later than the date mentioned in 'Critical Information' of this RFE document. Responses to inquiries and any other corrections and amendment will be made available on bank's website. The Bidder, which posed the question, will remain anonymous.
3. Any part of the response either technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the bank.
4. SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of SIDBI, the information furnished is incomplete or the Bidder does not qualify for the contract.

5. The bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be rejected.
6. The Bidder must submit the response exactly in the formats mentioned in this RFE and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. SIDBI would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant additional information.
7. By submitting a proposal, the Bidder agrees to promptly contract with SIDBI for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with SIDBI within stipulated time will relieve SIDBI of any obligation to the Bidder, and a different Bidder may be selected.
8. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by SIDBI.
9. Responses received after the due date / time would be considered late and shall not be accepted or opened. Late received bids shall be returned un-opened.
10. SIDBI would not assume any expenses incurred by the Bidder in preparation of the response to this RFE and also would not return the bid to the Bidder.
11. SIDBI shall not be liable for costs incurred during any discussion on proposals or proposed contracts or for any work performed in connection therewith.
12. 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. Correct technical information / description of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.



13. Responses received become the property of SIDBI and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
14. The Bidders shall adhere to the terms of this RFE document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RFE. The Bank reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.

## **6.7 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/RFE. However, division of order not possible, hence no cost preference.
5. Bidder is required to inform its MSME status as per following definition, if applicable.

EnterpriseCategory	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
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

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## **6.8 Period of Validity of Bids**

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1. Prices and other terms offered by Bidders must be firm for an acceptance period of three (3) months from last date for submission of bids as mentioned in 'Critical information' sheet.
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.
3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

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## **6.9 Deadline for submission of Bids**

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1. The bids must be received by the Bank at the specified address not later than date mentioned in '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.

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## **6.10 Late Bids**

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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.

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

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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 by authorized signatory 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 bid may be modified or withdrawn 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.

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## **6.12 Opening of Bids by the Bank**

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1. Bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.
2. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
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, 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.

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## **6.13 Preliminary Examinations**

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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 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.
3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning qualification criteria, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
4. 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.

5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

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## **6.14 Use of Contract Documents and Information**

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1. The bidder shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection with, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The Bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

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## **6.15 Rules for Evaluation of Responses**

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1. All the responsive bids will be evaluated as per the procedure detailed in Chapter- 5 - Bid evaluation methodology.
2. All the documentary proofs are to be submitted along with the bid in this regard.
3. To assist in the scrutiny, evaluation and comparison of responses/offers, SIDBI may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. SIDBI has the right to disqualify the Bidder whose clarification is not received by SIDBI by the stipulated time or is found not suitable to the proposed project.
4. SIDBI may appoint the services of an external consultant for evaluation of the bid proposal.
5. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
6. SIDBI may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of SIDBI contains any false or misleading claims or statements. SIDBI shall not be liable to any person for excluding or rejecting any such proposal.

7. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
8. SIDBI reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFE document. SIDBI would not give any clarification/explanation to the concerned bidder in case of such rejection.
9. SIDBI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
10. SIDBI will empanel successful Bidders whose bid has been determined to be substantially responsive and qualifying evaluation criteria. However, SIDBI shall not be bound to accept any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

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## **6.16 Contacting the Bank**

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1. After opening of Bid to the time a communication in writing about its qualification or otherwise 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, Bid comparison may result in the rejection of the Bidder's Bid.

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## **6.17 Conditional Bids**

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

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## **6.18 No Commitment to Accept Any Offer**

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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. However, the Bank does not bind itself to accept 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.

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## **6.19 Service Delivery**

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1. To meet SIDBI's requirements, as spelt out in the RFE, the Bidder must have the requisite experience in providing services in the field of Information Technology, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the services sought by SIDBI, for the entire period of the contract.
2. The Bidder would align its expertise from its respective backend technology practice/tower/vertical in its organisation to attend any critical technical issue as and when required. These services would be in addition to the resources deployed on project. It may be noted that SIDBI will not allow remote access of its data or systems for attending to any technical problem.
3. Service provider must arrange for posting of staff members having requisite qualification, experience, skill-set etc. as mentioned in the "**Chapter 4: Project Scope**" of this document.
4. The Bidder undertakes to provide appropriate human as well as other resources required, to execute various tasks assigned as part of the project, from time to time.

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## **6.20 Expenses**

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It may be noted that SIDBI will not pay any additional amount separately towards travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses or any other fees /charges.

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## **6.21 Liquidated damages for Default in Services**

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Liquidated damages clause is defined as follows for different purposes. All of them are independent of each other and several and cumulative and not exclusive of each other.

Liquidity Damages charged towards shortfall in achieving Service Level Requirement during the contract period has been defined in Chapter – 4.6.

Liquidated damages would not be applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to the Bank or Force Majeure.

Bank reserves the right to adjust the Liquidity damages, if any, against any amount payable to the bidder or will be adjusted against the PBG.

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## 6.22 Waiver

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No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFE or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFE 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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## 6.23 Execution of Agreement and NDA

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1. The selected bidder should execute agreement with the Bank which will remain valid for at least **36** months. The agreement would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank which will include a Non-disclosure Agreement clause.
2. The agreement with Non-disclosure agreement clauses should be executed within three weeks from the date of purchase order.
3. The date of Purchase Order shall be treated as date of engagement and the time-line for completion of the assignment shall be worked out with reference to this date.

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## 6.24 Term and Termination

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1. The empanelment shall commence on the effective date and continue for a period of THREE years thereafter. If so desired by SIDBI, contract may be extended for a maximum period of 12 months on the same terms and conditions.
2. Bank shall have the option to terminate the contract, in whole or in part by giving the Successful Bidder/ Service Provider at least 90 days' prior notice in writing. Without prejudice to the generality of the foregoing, the Bank will be entitled to terminate the contract, if Bidder breaches any of its obligations set forth in this RFE and subsequent contract and
  - a. Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- b. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.
3. The successful Bidder shall not have any right to terminate the contract entered into subsequent to this RFE for convenience. However, without prejudice to the generality of the foregoing, the successful Bidder will be entitled to terminate the agreement entered into subsequent to this RFE, if:
  - a. Bank materially breaches any of its obligations set forth in this Tender and subsequent Agreement; and
  - b. Such breach is not cured within thirty (30) Working Days after Bidder gives written notice, or
  - c. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bank to provide Bidder, within thirty (30) Working Days, with a reasonable plan to cure such breach.
4. This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:
  - a. The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
  - b. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
  - c. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
  - d. The other Party becomes the subject of a court order for its winding up.
5. Either Party shall have the immediate right to terminate this Tender and subsequent contract upon written notice to the other Party in the event that such other Party ceases to be in operation or ceases to do business in India.
6. Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.
7. Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay all the undisputed fees outstanding



till the date of termination to the Service Provider, within thirty (30) days of completion of the reverse transition period.

8. Upon the termination or expiry of this Tender and subsequent Agreement:
  - a. The rights granted to Bidder shall immediately terminate.
  - b. Upon Bank's request, with respect to, (i) any agreements for maintenance, services or other third-party services used by Bidder to provide the Services; and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavours to assign such agreements to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
  - c. Upon Bank's request in writing, Bidder will be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

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## **6.25 Applicable laws**

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

1. 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.
2. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other

statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

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## **6.26 No Employer-Employee Relationship**

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The selected bidder during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly

1. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering the services in relation to the contract; or
2. Induce any person who shall have been an employee or associate of the Bank at any time to terminate his / her relationship with the Bank.

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## **6.27 Rights to Visit**

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1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.
3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.
4. The right to visit under these clauses shall be restricted to physical files related to this arrangement. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

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## **6.28 Audit**

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1. The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of

any audit or review reports and findings made on the service provider, directly related to the services.

2. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.
3. Audit under this clause shall be restricted to physical files related to this arraignment. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

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## **6.29 IPR Infringement**

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As part of this project bidder/service provider will 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 Software provided/used by Bidder/Service provider under this project.

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## **6.30 Indemnity**

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1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, 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 the Bank as a result of:
  - a. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFE document; and/or any subsequent agreement; and/or
  - b. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RFE document or any subsequent agreement; and/or
  - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
  - d. Breach of any of the term of this RFE document and/or of the agreement to be entered subsequent to this RFE or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by

- the successful Bidder under this RFE document and/or of the agreement to be entered subsequent this RFE; and/or
- e. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
  - f. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - g. Breach of confidentiality obligations of the Bidder contained in this RFE document; and/or
  - h. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFE 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 the Bank:
- a. Notifies the Bidder in writing; and
  - b. Cooperates with the Bidder in the defence and settlement of the claims.
3. The Bidder shall not be liable for defects or non-conformance resulting from:
- a. Software, hardware, interfacing not approved by Bidder; or
  - b. Unauthorized modification of Software or any individual product supplied under this RFE document, or Bank's failure to comply with any mutually agreed environmental specifications.
  - c. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
  - d. Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.

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### **6.31 Limitation of liabilities**

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Save and except the liability under Section of 'IPR Infringement' in Clause 6.37 and indemnity provision in Clause 6.38 [1(f,g,h)] herein above, in no event shall either party be liable with respect to its obligations under or arising out of this agreement 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. The aggregate liability of bidder / service provider, arising at any time shall not exceed the total contract value.

## **6.32 Confidentiality**

The RFE document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the RFE document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFE document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.

“Confidential Information” means any and all information that is or has been received by the Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

- i. relates to the Disclosing Party; and
- ii. is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- iii. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- iv. without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.
- v. “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.

1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
2. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
3. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
  - a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
  - b. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
  - c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and

Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
  - a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
  - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;

- c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any HW or other device in its possession or under its custody and control; and
  - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:
  - a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
  - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
  - c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
6. The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

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### **6.33 Corrupt and fraudulent practice**

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

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

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### **6.34 Resolution of Disputes**

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1. It will be the Bank's endeavour to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
2. In case of Dispute or difference arising between the Bank and a Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the 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.
3. The Bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
4. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
5. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.



8. No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

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### **6.35 Grievances Redressal Mechanism**

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

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### **6.36 Force Majeure**

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1. Successful 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 subsequent to this RFE is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as 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 successful 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.

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### **6.37 Miscellaneous**

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1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RFE 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.

4. 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. Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project.
6. 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. 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 the order. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.
8. 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 RFE.
9. Personnel engaged by the bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the bidder and they shall have no claim to be appointed in the services of the bank. Bidder shall take suitable measures for them in this regard.



## 7. Annexures

### **Annexure I – Eligibility Bid – Covering Letter**

**(To be submitted on Bidders Company letter head)**

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

The General Manager (Systems)  
Small Industries Development Bank of India,  
3rd Floor, Information Technology Vertical

MSME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai - 400 051**

Dear Sir,

#### **Empanelment of companies for resource deployment/software development**

1. We, the undersigned, offer to submit our bid in response and accordance with your tender **No. 400/2018/1291/BYO/ITV dated December 10, 2017**. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD, tender fee and other documents as desired by the Bank.
2. Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 90 days from the date of last day for submission of offer (Bid).
3. If our offer is accepted we undertake projects for resource deployment/software development for a period of three years .
4. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.
6. We understand that the Bank is not bound to accept any proposal it receives.

Yours sincerely,

Authorized Signatories

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal:

## Annexure II – General Information about Bidder

**No. 400/2018/1291/BYO/ITV dated December 10, 2017**

S.N.	Description	Bidder's response
1	Name of the bidder company (Registered name of the bidding Company)	
2	Details of Incorporation of the Company.	Date: Ref. No.:
3	Status of Company. Documentary proof enclosed. (Yes/No)	
4	Website of Company	www.
5	<b>Address of Registered Office with contact numbers.</b>	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
6	<b>Address for Correspondence (if different from above).</b>	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
7	<b>MSME Status (Tick appropriate).</b>	
A	Company <b>does not qualify</b> the status of MSE.	
B	Company <b>does qualify</b> the MSE status.	
C	SC/ST	
D	MSE registration certificate or a certificate from Chartered Accountant attached. <b>(Yes/No).</b>	
8	<b>PAN No.</b>	

S.N.	Description	Bidder's response	
	Copy of PAN enclosed. <b>(Yes/No)</b>		
9	<b>Sales Tax Registration No.</b>		
	Copy of Sales Tax certificate enclosed. <b>(Yes/No)</b>		
10	<b>Service Tax Registration No.</b>		
	Copy of Service Tax certificate enclosed. <b>(Yes/No)</b>		
11	<b>Contact Details of Bidder's authorized representative to make commitments to SIDBI.</b>		
A	Name		
B	Designation		
C	Land Line No. (with STD code)		
D	Mobile No.		
E	Fax No. (with STD code)		
F	Mail Id		
18	<b>Financials (for last three years)</b>		
	<b>Parameter</b>	<b>FY</b>	<b>Amount in lakh</b>
A	Annual Turnover	2014 - 2015	
		2015 - 2016	
		2016 - 2017	
B	Cash Profit	2014 - 2015	
		2015 - 2016	
		2016 - 2017	
C	Net worth	2014 - 2015	
		2015 - 2016	
		2016 - 2017	
D	CA certificate attached for a, b, c above.	<b>(Yes / No)</b>	
E	1. Audited balance sheet and 2. P/L account attached.	<b>(Yes/ No)</b>	

### Annexure III – Response to Minimum Eligibility Criteria

RFE No. 400/2018/1291/BYO/ITV dated December 10, 2017

S. N.	Pre-Qualification Criteria	Bidder Compliance (Yes / No)	Page No. of Response where proof is attached.
1.	<p>The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.</p> <p><b>Proof:</b></p> <ul style="list-style-type: none"> <li>• Partnership firm: Certified copy of Partnership Deed.</li> <li>• Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business.</li> <li>• Reference of Act/Notification</li> </ul>		
2.	<p>The bidder should be in the field of software/ mobile application development / maintenance for last 3 (three) years as on 30th November, 2017.</p> <p><b>Proof:</b></p> <p>Chartered Accountant (CA) certificate and copies of last three years' balance sheet</p>		
3.	<p>The Bidder should have made cash profit in at least 2 years out of last 3 financial years out of Indian Operations.</p> <p><b>Proof:</b></p> <p>Chartered Accountant (CA) certificate and copies of last three years' profit and Loss statement and balance sheet</p>		
4.	<p>The Bidder should have minimum SEI CMM Level 3 or</p>		

S. N.	Pre-Qualification Criteria	Bidder Compliance (Yes / No)	Page No. of Response where proof is attached.
	<p>higher certification and the certificate should be valid as on November 30, 2017.</p> <p><b>Proof:</b></p> <p>Copy of the certificate is to be attached</p>		
5.	<p>The Bidder should have a minimum number of 200 full time professional staff engaged in software development.</p> <p><b>Proof:</b></p> <p>Self declaration to this effect on company's letter head signed by authorized signatory of the Bidder</p>		
6.	<p>The Bidder should have an office registered in India.</p> <p><b>Proof:</b></p> <p>Self declaration with address and contact details on letter-head signed by authorized signatory of the Bidder</p>		
7.	<p>The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.</p> <p><b>Proof:</b></p> <p>Letter of undertaking to this effect on company's letter-head signed by authorized signatory of the Bidder Provide Declaration as per Annexure - IV</p>		
8.	<p>Compliance of Statutory &amp; Regulatory guidelines towards clause # 4.14 under Chapter 4.</p> <p><b>Proof:</b></p> <p>Self declaration on company's letter-head duly signed by authorized signatory of the bidder</p>		

**Format for Details of Projects:**

Sr. No.	Technology	Client Name and Location	Name of the Project	Project Start and End Date	Scope / Description of the Project	Contact details (Person name, designation, phone, mobile, email)

Authorized Signatories

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal:

**Note**

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



**Annexure IV – Declaration regarding Clean Track Record**  
**(To be submitted on Bidders Company letter head)**

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

To

The General Manager [Systems]  
Small Industries Development Bank of India  
MSME Development Center, 3<sup>rd</sup> Floor  
Information Technology Vertical  
Plot No.C-11, G Block  
Bandra Kurla Complex  
Bandra [East]  
**Mumbai 400 051**

Dear Sir,

**Declaration regarding Clean Track Record**  
**RFE No. 400/2018/1291/BYO/ITV dated December 10, 2017**

I have carefully gone through the Terms & Conditions contained in the RFE **No. 400/2018/1291/BYO/ITV dated December 10, 2017** regarding selection of the vendor for Resource Deployment for Development, Maintenance and Support of Web Applications and Services for a period of three years.

We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last 05 years I further certify that I am competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in Annexure –III is true and correct and also able to perform this contract as per RFE document.

Authorized Signatories

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal:

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**Annexure V – Conformity of Hardcopies**  
**(To be submitted on Bidders Company letter head)**

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

To

The General Manager [Systems]  
Small Industries Development Bank of India  
MSME Development Center, 3<sup>rd</sup> Floor  
Information Technology Vertical  
Plot No.C-11, G Block  
Bandra Kurla Complex  
Bandra [East]  
**Mumbai 400 051**

Dear Sir,

**Conformity of Hardcopies**  
**No. 400/2018/1291/BYO/ITV dated December 10, 2017**

We, the undersigned bidders, having read and examined bid along with terms & conditions the aforesaid RFE document, issued by SIDBI and hereinafter referred as 'bank' do hereby covenant, warrant and confirm as follows.

The soft-copies of the proposal submitted by us in response to the RFE and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Authorized Signatories

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal:

**Annexure VI – Statement of Deviations**  
**RFE No. 400/2018/1291/BYO/ITV dated December 10, 2017**

**(To be submitted on Bidders Company letter head)**

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

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

S.N.	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

Authorized Signatories

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal:

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**Annexure VII – Letter of Competence**

**RFE No. 400/2018/1291/BYO/ITV dated December 10, 2017**

*(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)*

This is to certify that we [Insert name of Bidder], address.....are fully competent and eligible to undertake and successfully deliver the scope of services mentioned in the above RFE. This recommendation is being made after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RFE.

We also certify that all the information given by in response to this RFE is true and correct and also confirm that our company is eligible to perform this contract and whatever out company filed response to the Annexure –III to the response to minimum eligibility criteria is true and correct.

Authorized Signatories

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal:

**Annexure VIII – Power of Attorney****RFE No. 400/2018/1291/BYO/ITV dated December 10, 2017****(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)**

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_, 2016, We \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for empanelment No. 400/2018/1291/BYO/ITV dated December 10, 2017 for “Resource Deployment / software development” and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of \_\_\_\_\_

WITNESS:

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

\_\_\_\_\_  
Attested

**Annexure IX – Letter of Conformity**  
**(To be submitted on Bidders Company letter head)**

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

To

The General Manager [Systems]  
Small Industries Development Bank of India  
MSME Development Center, 3<sup>rd</sup> Floor  
Information Technology Vertical  
Plot No.C-11, G Block  
Bandra Kurla Complex  
Bandra [East]  
**Mumbai 400 051**

Dear Sir,

**Letter of Conformity**

**RFE No. 400/2018/1291/BYO/ITV dated December 10, 2017**

We, the undersigned bidders, having read and examined along with terms and conditions the aforesaid RFE document on “Resource Deployment / software development”, 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 RFE 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-VI of the main RFE document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFE 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.

Authorized Signatories

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal:

**Annexure – X Non-disclosure Agreement**

**NON-DISCLOSURE AGREEMENT**

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

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute "Resource Deployment / software development" as per scope defined in the Request for Proposal (RFE) No **No. 400/2018/1291/BYO/ITV dated December 10, 2017** for Small Industries Development Bank of India, having its registered office \_\_\_\_\_, 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 RFE 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:

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

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RFE, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name:

Designation:

Office Seal:



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# END of DOCUMENT