



Request for Proposal for SIDBI Website Maintenance, Development and Support



भारतीय लघु उद्योग विकास बैंक

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

प्रस्ताव का आमंत्रण

सिडबी वेबसाइट पुनः-निर्माण, रखरखाव, विकास एवं सहायता की सुविधाके लिए

REQUEST FOR PROPOSAL

SIDBI WEBSITES MAINTENANCE, DEVELOPMENT & SUPPORT

[निविदा सं. 314/2022/1684/HO1/ITV दिनांक 11-FEB-2022]

[RfP No.314/2022/1684/HO1/ITV dated 11-FEB-2022]



Notice of Confidentiality:

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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'.
- 'Respondent', 'Bidder', 'Vendor' & 'Service provider' means the respondent to the RFP document.
- 'Successful Service provider' refers to the service provider who gets selected by the bank after completion of evaluation process, also abbreviated as 'SP'.
- 'RFP' or 'Tender' means the Request For Proposal document.
- 'Bid' may be interchangeably referred to as 'Offer'.
- 'BFSI' means Banks in public or private sector/ All India FIs/ Insurance Companies/ Regulatory bodies dealing with any financial matter in India.

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7.	Annexure VII – Letter of Competence
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महत्वपूर्ण जानकारी / Critical Information

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	कंपनी का नाम / Name of the Company	Small Industries Development Bank of India (hereinafter referred to as "SIDBI" or "The Bank")	
2	उद्देश्य / Purpose	SIDBI website and sub-sites maintenance development of support	
3	निविदा संख्या एवं जारी तिथि Tender No & issue date	निविदा सं. 314/2022/1684/HO1/ITV / RfP No. 314/2022/1684/HO1/ITV दिनांक 11-FEB-2022 / Dated 11-FEB-2022	
4	निविदा का संक्षिप्त विवरण / Brief description of tender	Request for Proposal (RFP) for select of service provider for SIDBI website sidbi.in and subsite maintenance, development and support for period of three years.	
5	बोली-पूर्व बैठक में स्पष्टीकरण जानने की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting	फरवरी 15, 2022 February 15, 2022	6:30 pm
6	पूर्व-बोली बैठक / Pre-Bid meeting (पूर्व-बोली बैठक के बाद कोई स्पष्टीकरण नहीं दिया जायेगा <i>no clarifications would be given after pre-bid meeting</i>)	फरवरी 17, 2022 February 17, 2022	11:00am
7	बोली जमा करने की अंतिम तिथि Last date for submission of bids/	मार्च 04, 2022 March 04, 2022	4:00pm
8	बोली / पूर्व बोली जमा करने का पता Address for Bid Submission of	उप महाप्रबंधक (सिस्टम) स्वावलंबन भवन, प्लॉट नंबर सी-11, 'जी' ब्लॉक,	

	pre-bid	<p>बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400051 महाराष्ट्र Deputy General Manager (Systems) SWAVALAMBAN BHAVAN, Plot No. C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 Maharashtra</p>	
9	<p>न्यूनतम पात्रता बोली व तकनीकी बोली खोलने की तिथि व समय</p> <p>Date & Time of Opening of Minimum Eligibility bid & Technical bid</p>	<p>मार्च 04, 2022 March 04, 2022</p>	4:30pm
10	<p>निविदा शुल्क (गैर-वापसी योग्य और जीएसटी सहित)</p> <p>Tender Fee (Non-refundable and inclusive of GST)</p>	<p>₹3540/- रुपये (तीन हजार पांच सौ चालीस मात्र)</p> <p>₹ 3540/- (Three thousand Five Hundred Forty only)</p>	
11	<p>बयाना राशि</p> <p>Earnest Money Deposit</p>	<p>₹ 80000/- रुपये (अस्सी हजार मात्र)</p> <p>₹ 80000/- (Eighty Thousand only)</p>	
12	<p>वाणिज्यिक बोली खोलने की तिथि व समय</p> <p>Date and time of opening of commercial bids</p>	<p>बाद में सूचित किया जायेगा</p> <p>To be intimated at a later date</p>	
13	<p>बोली की वैधता Bid Validity</p>	<p>Three Months from the last date of bid submission. बोली जमा करने की अंतिम तिथि से तीन महीने तक</p>	
14	<p>बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ</p> <p>Presentations to be made by bidders</p>	<p>बोलीदाताओं से अपेक्षित है कि वे प्रस्तुतीकरण की व्यवस्था करें। बोली जमा करने के बाद तिथि की सूचना दी जाएगी।</p> <p>The bidders are required to arrange for Presentation. Date would be intimated after</p>	

		bid submission.
15	सिडबी अधिकारियों के संपर्क विवरण Contact details of SIDBI officials	
	Avinash G Ambarkhane, AGM 0522-4261663, aavinash@sidbi.in	Soham Nag, Manager 022-67221604 sohamnag@sidbi.in
16	स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) केंद्रीय सतर्कता आयोग द्वारा नियुक्त / Independent External Monitor (IEM)appointed by the CVC	Shri. Nageshwar Rao Koripalli, (IRS retd.) 38, The Trails, Manikonda, R.R.District, Hyderabad - 500089 Mob: 9788919555 e-mail: knageshwarrao@gmail.com
17	सिडबी की वेबसाइट / SIDBI Website	https://www.sidbi.in/



1. Introduction and Disclaimers

1.1 Preface

This Request for Proposal document ('RfP document' or RFP) has been issued for **Maintenance, Development & Support for SIDBI Websites** for a period of three (3) years. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Service provider as identified by SIDBI, after completion of the selection process as detailed in this document.

1.2 Information Provided

The RfP document contains statements derived from information that is believed to be 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

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Service provider") i.e. Government Organization/Public Sector Undertaking (PSU)/ Limited Company/ Partnership firm registered in India 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 RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.



1.5 Costs to be borne by Respondents

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

1.8 Evaluation of Offers

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

1.9 Acceptance of Selection Process

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

1.10 Errors and Omissions

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

1.11 Acceptance of Terms

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

1.12 Requests for Proposal

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

Contact : **Soham Nag**
Position : **Manager**



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Email : sohamnag@sidbi.in
Telephone : 022-67221604

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

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

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

1.13 Notification

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



2. RfP Response

2.1 Bid Price

1. Non-refundable of ₹ 3540/- (Three thousand Five Hundred Forty only), inclusive of taxes, by way of Banker's Cheque/ Demand Draft/ Pay Order/Direct deposit through RTGS/NEFT (bank details given below) drawn on a scheduled bank, favoring "Small Industries Development Bank of India", must be submitted along with RFP response.

Bank Name	STATE BANK OF INDIA, ASHOK MARG, LUCKNOW
IFSC Code	SBIN0003347
Account Number	37819113150

- 2.
3. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
4. Such Micro and Small Enterprises (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. Agencies/ Service providers desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/ RFP.
5. The Bank may, at its discretion, reject any Service provider where the application money has not been furnished with the RFP response.

2.2 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit. Details of the EMD are given in [section 6.8](#).

2.3 RFP closing date

RFP 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.

2.4 RfP Validity Period



The Bids must remain valid and open for evaluation according to their terms for a period of **three (3) months** from the last date of the submission of bids.

2.5 Late RFP 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.

2.6 Receiving of RFP Response

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

2.7 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone.
2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.
3. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
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 RFP closes to clarify any response.

2.8 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



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of work and terms of the RFP being floated. The Service providers 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 Service providers to be present for the meeting.
3. Clarification sought by respondent 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 service provider'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). It would be responsibility of the service provider 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.

2.9 Disqualification

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

2.10 Selection process

Successful Service provider will be selected through Three bids evaluation process:

- [A]. Eligibility evaluation
- [B]. Technical evaluation
- [C]. Commercial evaluation.

2.11 Details of Bids to be Submitted

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

Envelope#	Bid Contents	No. of Copies	Label of Envelope
I	Minimum Eligibility Bid i. Minimum Eligibility Bid – Bid Covering letter as per format prescribed in Annexure-I ii. General Information about the service provider as per format prescribed in Annexure-II	Hardcopy – 2 Softcopy - 1	"Minimum Eligibility" SIDBI Websites Maintenance, Development & Support RFP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022



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	<ul style="list-style-type: none"> iii. Response to Minimum Eligibility Criteria as per format prescribed in Annexure-III iv. DDs/Instruments/RTGS towards bid price v. DDs/Instruments/RTGS towards Earnest Money Deposit (EMD) OR Bank guarantee towards EMD as per format prescribed in Annexure-XII. vi. Declaration regarding clean track record, as per format prescribed in Annexure-IV vii. Annexure V – Conformity of Hardcopies viii. Letter of competence as per format prescribed in Annexure-VII ix. Power of Attorney as per format prescribed in Annexure-VIII x. Bank Mandate Form as per format prescribed in Annexure-XI. 		
II	<p>Technical Bid</p> <ul style="list-style-type: none"> i. Technical eligibility bid as per format prescribed in Annexure-XIII ii. Statement of deviations as per format prescribed in Annexure-VI iii. Letter of Conformity as per format prescribed in Annexure-IX iv. Pre-Contract Integrity Pact as per format Annexure XIV v. Masked Commercial bid as per format prescribed in Annexure-XVI 	<p>Hardcopy – 2 Softcopy - 1</p>	<p>“Technical Bid” SIDBI Websites Maintenance, Development & Support RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022</p>
III	<p>Commercial Bid</p> <ul style="list-style-type: none"> i. Commercial Bid Covering letter as per format prescribed in 	<p>Hardcopy – 1</p>	<p>“Commercial Bid” SIDBI Websites Maintenance, Development</p>



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	Annexure-XV ii. Response to Commercial Bid as per format prescribed in Annexure-XVI		& Support RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022
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Above mentioned three separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing **“SIDBI Websites Maintenance, Development & Support for RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022”**

2. All the individual envelopes must be super-scribed with the following information as well:
 - i. Name of the service provider, Contact Number and mail id.
 - ii. Bids should be enclosed with all relevant documentary proofs/ certificates duly sealed and signed.
 - iii. Envelope I & II should also contain softcopy in the form of pen drive of respective response documents.

2.12 Pre Contract Integrity Pact (IP)

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

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

2.13 Important

Respondent / bidder 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 RfP is floated on SIDBI website <http://www.sidbi.in> and Central Public Procurement Portal (CPPP) at eprocure.gov.in. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on SIDBI website and CPPP. Service providers must have close watch on SIDBI website and CPPP during the intervening period before submitting response to RfP.
6. The service provider cannot quote for the project in part.
7. Each service provider shall submit only one proposal.

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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 similar activities.

Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions, such as, banks, State Financial Corporations etc. for onward lending to MSMEs and (b) direct assistance with thrust on MSEs. The Bank undertakes a number of promotion & development activities for the MSME sector. The Bank is also undertaking a range of structural initiatives like CriSidEx and MSME Pulse to facilitate policy direction to the sector.

For further details on SIDBI, please visit our website: www.sidbi.in

3.2 Subsidiary/Associate Organizations of SIDBI

Over the years, SIDBI had emerged as an 'Institution builder' to address the varied needs of the MSME sector through a focused institutional framework. Establishment of SIDBI Venture Capital Limited (SVCL), an Investment Management Company was intended to support knowledge-based MSMEs by way of Venture Capital & Growth Capital. Micro Units Development & Refinance Agency (MUDRA) aimed at upscaling 'funding the unfunded'. ACUITE Ratings & Research, erstwhile SMERA, pioneered the SME ratings in the Country. (India SME Asset Reconstruction Company Ltd (ISARC) offers quicker resolution to NPAs in the MSME sector. Credit Guarantee Fund Trust for Micro & Small Enterprises (CGTMSE) now branded as UDAAN facilitates collateral free loans to MSE borrowers through the provision of credit guarantee. India SME Technology Services Ltd. (ISTSL) offers technology, advisory and consultancy services for Energy Efficiency and other projects.



4. Project Scope

4.1 Present Scenario

The following websites of SIDBI are currently being maintained by outsourcing of development/ maintenance services. The hosting details will be shared with the selected service provider.

Website name	Environment/ Platform details
www.sidbi.in and sub-sites sidbivcf.in & PnD subsite (under development)	<ol style="list-style-type: none"> 1. Frontend -CakePHP 3.6 PHP Framework MVC 2. Database - MySQL 5.6 3. Operating System – Ubuntu 4. CMS: Custom developed 5. Webserver: Apache 2.0

Placed below are the details of the approximate number of static/ dynamic pages and total number of approximate change requests per month for the websites. However, in future this may change based on requirements of SIDBI and will not have any impact on the commercial quote/ cost to SIDBI.

Website	www.sidbi.in	sidbivcf.in	PnD Subsite
Number of approx. pages (Static/ Dynamic)	130/100	30/10	32/50
Content Updation Requests	100	5	5

4.2 Features & Functionality of existing websites:

All the websites are dynamic website(s) and developed using open source platform.

Salient features of the websites are:

- Convenient Interface over mobile phones, tablets, desktops irrespective of their sizes and technology as prevalent in modern times so as to ensure accessibility across devices & geography (Responsive websites).
- Compatibility with various internet browsers (Internet Explorer, Chrome, Firefox etc.)
- WCAG Level II compliant
- IPV 4 and IPV 6 compliant
- Faster upload of Website in browser
- Content update through Content Management System (CMS)
- Usage analytics
- User Login & Registration System
- Bilingual Content management (Hindi & English)



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- Powerful Search
- Content Categorization
- Automated content archival etc.
- News & Announcement module.
- Tenders module (live & archive) with Provision of scheduler
- Online Enquiry module
- SIDBI Offices locator module
- Career module with archive feature with Provision of scheduler
- Press Release module.
- Registration Module
- Admin Module
- Employee Log-in
- Borrower Log-in
- Subscription (RSS) feeds to all pages of SIDBI websites.
- Investors Forum
- FAQ
- Integration with social media
- Feedback Module

Please visit website www.sidbi.in for full details.

Other than features/modules, as mentioned above, multiple applications URLs are hosted on website. Such applications are not hosted on website infrastructure and are developed & maintained by SIDBI. Maintenance of such applications is not part of scope of this RfP.

4.3 Objective

SIDBI intends to select Service provider for end-to-end responsibility for **on-going Maintenance, Development and Support** for websites

The bidder should be able to work closely with SIDBI and provide Content Management Solutions and in this connection, have a clear-cut plan to develop brand identity, product information etc. and help SIDBI in strategic planning of its operations to create a distinct identity in MSME space.

Along with its usual core skills, the service provider will be required to position SIDBI's websites with:

- (i) *Responsive design (must support responsive web-design and multi-channel rendering of contents and applications on smartphones, tablets, desktops without duplication of code or logic),*



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- (ii) *Visually attractive and easy to navigate design,*
- (iii) *SEO-based strategy and* (iv) *digital branding solutions (Twitter, Facebook, YouTube, Instagram, LinkedIn, Flickr, Scribd, etc.). Further, Creation of smart content for Wikipedia and other referral sites about SIDBI, its top management, etc.*

The website provides for additional facilities to the visitors such as automatic acknowledgements for grievances and enquiry submitted, access downloaded publications through registered email, global search engine as well as of the SIDBI website (search within a section).

The service provider should provide an efficient search engine for locating its publications, circulars, reports and other content with ease.

The material is hosted simultaneously in both English and Hindi sites after release of the same by SIDBI.

The service provider should provide SIDBI with monthly, quarterly and other reports as and when asked by SIDBI to check website traffic details including details of visitors, page viewed, increase in traffic, most searched, etc.

The solution should be compliant with W3C standards on "Web design and application". SIDBI reserves the right to compare the statistics with other industry standard measuring tools/reports to cross check.

The service provider should ensure that the site is safe from all malafide activity/ hacking/ defacing attempts.

As part of outsourcing, Service Provider is required to maintain, develop & support these websites. Content management of the websites will be managed and monitored by the service provider. Service Provider should log all the activities of support and maintenance and provide MIS to SIDBI on monthly basis.

Activities not in scope of RfP:

1. Providing Hosting for any of these websites is **not under the scope** of this RfP.
2. Domain name registration Services for these websites is being managed separately by SIDBI and is **not under the scope** of this RfP.

4.4 Detailed Scope of Work

1. The service provider shall takeover and maintain websites and subsites as listed above .
2. Site should be compatible in all major OS Platform (Mac OSX, Windows OS and Linux) and Browsers compatible with latest and previous 3 versions (Chrome, Safari, Firefox and IE).
3. The service provider shall depute a Project Manager who will be the single point of contact for the Bank throughout the project cycle. Replacement of Project Manager, if any, should be informed to Bank at the earliest. There should also be a well-defined Escalation Matrix, which need to be submitted to SIDBI by the selected service provider.
4. Successful Bidder will also provide a comprehensive User Acceptance Test (UAT) covering every possible failure/negative scenarios. During Acceptance Test, service provider shall also



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demonstrate and provide required documentation for Business Continuity of service in every failure scenarios.

5. The service provider will also provide necessary documentation such as Project Plan, SRS (Software Requirement Specifications), DSD (Design Specification Document), UAT (User Acceptance Testing), Test Plans, DRP (Data Recovery Plan) & BCP (Business Continuity Plan), Installation / Operational Manual, etc.
6. Audit of Website is conducted on periodic basis. Selected Service Provider will be required to undertake compliance of the observation of the auditor as and when advised. Any audit/security enhancement should be carried out by the service provider at no additional cost to the bank.
7. All locators (various SIDBI offices) should have google map integration with directions and address. The locators need to be geo location enabled, wherein the user will be by default shown the location that the user is accessing the website from.
8. All menus / sub menus / headings etc. to have an icon and the same should be without any copyright issue.
9. Site shall be maintained in 2 languages (Hindi & English) from day one.
10. The design and development at all stages to adhere to Bank's Branding Guidelines with regards to Font, Color, Text Size etc.
11. Service Provider should adopt industrial standard methodology for **Change Management and Content Change tracking** for websites. This methodology to include work flow from SIDBI to the Service Provider and vice versa.
12. Service Provider should have provision for auto acknowledgement of receipt of requests with request no. assigned, marking of closure of requests upon attending the requests to our satisfaction.
13. Single point of contact (SPOC) will be suggested from SIDBI for approval of the changes at websites. Details of authorized SPOC will be shared with the service provider.
14. Website to be maintained and optimized for better Search engine results. This should include: -
 - o Intelligent Search Suggestions
 - o Handle SEO Keyword Searches
 - o Handle Misspelled Search terms
 - o Eliminate Expired Page Errors.
 - o Show last search query in Search Box
 - o One of its kind searches with identification of multilingual text input also in, Hindi and English.
15. Advance Search to be configured with following features
 - o Keyword-based and full text search on all content within the corporate.
 - o Predictive search with Auto Complete.
 - o Spell Check
 - o Search by Categories & Cloud Tags
 - o Images along with the results
 - o Search within results
 - o Ability to recognize synonyms & abbreviations
 - o Ability to search for different file types



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- Reporting tool to manage the search results
 - Intelligent ad serving based on keyword input
 - Spelling mistake correction (Did you mean)
16. Search Engine Optimization(SEO) is required for improving site visibility across search engines related to our products and to garner attention and attract prospective and existing customers in Google, Bing, and other search engines. To this end, bidders should have sufficient expertise and are expected to take suitable steps for periodic review of site performance, ensure systematic flow of information across pages, optimization of pages, re-writing of contents, suggest suitable and trending keywords and integrate/tag the same, take suitable steps on-page and off-page for SEO improvement, furnish bi-monthly report on SEO activity including ranking of keywords, page performance and ranking etc.
 17. Entire site should be optimized for faster and secured access. Response time should be minimum and comparable to industry standards (less than 0.5 sec). Collect and store visitor data, track the new and repeat visitor along with their preferences, pages visited etc. Prompt the user with their earlier visits.
 18. The service provider shall support, e Content Management Solution/System for developing, posting and managing the overall content of the website.
 19. The CMS should have ability to synchronize the updated contents from UAT environment to Production.
 20. The CMS should maintain a complete synchronization history including time stamps & user details that have synced the content.
 21. Archival of part or whole of the site should be supported with easy restoration capability. Usage statistics, high/low, peak traffic etc. should be supported.
 22. Admins to receive SMS/E-mail alerts immediately in case of any emergency or unauthorized access.
 23. Before updation, CMS should take backup of previous data/version. It should be possible to restore pages and contents from backups or previous versions. Each such updation needs to record and audit trail maintained for any future reference.
 24. The CMS should have a detailed logging of all activities performed by the Backend user.
 25. SIDBI shall own the IPR of the re-designed / developed websites.

4.4.1 Website Maintenance/ uploading requirements on the SIDBI websites:

1. Vendor need to provide website maintenance /uploading services during normal office hours on 6 days per week basis i.e. during Monday to Saturday. Suitable technically qualified manpower to be identified and communicated to us for ease of handling requests. The maintenance / uploading services beyond normal offices and on public holidays / Sundays is to be provided on best efforts basis.
2. Hosting of SIDBI provided content in eBook format.
3. The site is also required to host webcasts as and when required.
4. Maintenance/ additions/ updation in Contents (static & dynamic) and Graphics etc. of websites.
5. Up-loading/ Removing/ Moving of web pages, links, graphics, animation, advertisements etc.



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6. Audit of Website is conducted on periodic basis. Selected Service Provider will be required to undertake compliance of the observation of the auditor as and when advised.
7. The hosting of information in all cases has to meet the prescribed deadlines. Maintaining strict confidentiality till the document is published and publishing them at the notified time are absolute prerequisites.
8. Bug fixing, ensuring smooth access by browser from / through relevant modes.
9. The selected Service Provider shall monitor & optimize the websites for performance (e.g. ensuring sites have enough storage space, loading quickly etc.) in coordination with website hosting service provider.
10. All the maintenance & development activities should be carried out so as to protect and ensure that the websites (sidbi.in, smallB.in & venturefund.sidbi.in) remains:
 - Compliant to latest WCAG standards
 - IPV 4 and IPV 6 compliant
 - Convenient Interface over mobile phones, tablets, desktops etc.
 - Responsive
11. Accessibility and WCAG compliance may be verified by using online verification tool.
12. Content which needs to be hosted on website will be provided by SIDBI. Service Provider is required to modify the content to gel with the layout of the website.
13. Detailed Analytic Reports for the websites to be provided by selected Service Provider on monthly basis or whenever required with Google/ appropriate analytic tool, along with suggestion to improve.
14. Service Provider should be able to troubleshoot any unforeseen problems with the website at a short notice.
15. Selected Service Provider needs to provide the backup of these websites to SIDBI, whenever asked by SIDBI.
16. The service provider should ensure that websites are safe from all malafide activity/ hacking/ defacing attempts. The onus of installing the latest software to achieve this goal will be on the service provider during the entire term of engagement.
17. The modules being developed for the website should be going through a mandatory Quality Control and QA testing.
18. The websites should have a UAT environment for all the modules to be tested by SIDBI. Service Provider has to create such an environment on the existing infrastructure where the website has been hosted. All new pages or any update/ changes need to be first carried-out at UAT site and on confirmation by SIDBI the same need to be posted on the main website.
19. The selected Service Provider must maintain the integrity of the site, in co-ordination with website hosting service provider, against spam, ransomware, hackers, viruses and



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electronic attacks via firewalls, security software and passwords. This would include checking the content given by SIDBI itself for in-built vulnerabilities or if they would cause vulnerabilities.

20. Service Provider should implement the best practices for the websites as per CERT-In/ RBI/ Govt Guidelines.

4.4.2 New development/ Change Request:

1. During the contract period, SIDBI may require new Application / New Features Development and its hosting on the website. Developments of new applications, forms with data entry fields, animations or such one-time developments will only be considered as new development.
2. These requirements will be taken-up in piece-meal basis as and when arises and related cost for the efforts will be covered under the corresponding cost mentioned in commercial bid.
3. Service Provider will be required to discuss and support SIDBI in finalization of Application/ New Features Development requirements for website at his own cost.
4. Service Provider is required to submit the related software development document (Requirement document, design document etc.) along with source code to SIDBI for any such development.
5. Effort estimation for such requirement will be arrived after mutual discussion and agreement between Service Provider and SIDBI.
6. SIDBI reserves the right to avail the extent of services in multiple broken periods during each year of the contract. Further, SIDBI may not avail the services for "Application/ New Feature Development", if so desired by SIDBI.
7. In case, efforts estimation for change requests is in days, payment will be made on the basis of proportionate amount calculated based on rate mentioned towards Application/ New Features Development in Commercial Bid for the respective year. **A man month will comprise of 26 days to arrive at man-day rate for broken periods less than a month.**
8. SIDBI will not provide any infrastructure/ computer/ software tool/ seating arrangement for development/ testing of website related functionality.
9. All the new development(s) should be in compliance to all the standards, layout & technology of existing website (viz. WCAG, Responsive etc.). New modules should be developed with latest technologies and should be free from all known vulnerabilities and Bugs. Service Provider should implement the best practices for the websites/ web-servers as per CERT-In guidelines
10. User Acceptance Test (UAT) of all the changes/ New development will be performed at service provider's provided environment over Internet.
11. Timeliness, uninterrupted service, volumes, quick response time and confidentiality are uncompromised requirements of the SIDBI website. User friendliness is an equally important feature of the site.



12. There is no scope for error in placing information on the website at the scheduled time, neither before nor after and keeping it confidential till then. SIDBI considers error in this to be a reputation risk for itself and, therefore, unacceptable.

4.4.3 Shifting of Website(s):

Migration of the websites from the current website hosting data centre to other data centre may be required as one-time activity. Service Provider needs to coordinate with the website hosting service provider(s) and ensure the availability of the websites. Such requirements will be taken-up as and when required and effort estimation for such requirement will be arrived after mutual discussion and agreement between Service Provider and SIDBI.

4.5 Transition Management

4.5.1 Forward Transition

SIDBI recognizes that the transition process and its effectiveness have a significant impact on success of ongoing services. In case required and asked by SIDBI, service provider will be required to take over all or any of existing websites from the present service provider and maintain the same. SIDBI has the following key objectives for transition:

1. Maintain steady operation of all services and maintenance of current service levels during migration of controls and responsibility from current Service Provider / SIDBI to selected vendor.
2. Successful Service provider will be required to prepare necessary infrastructure and availability of resources within 1 week from date of purchase order.
3. Transition period (Max 4 weeks) tentatively starting from date of demand by SIDBI. Selected Service Provider need to take the Knowledge Transition as well as source code of the websites along with CMS from the existing vendor. Service Provider needs to ensure good health of the websites during the transition period.
4. The selected service provider will dedicate a single point of contact and coordinate with SIDBI for smooth shifting of SIDBI websites.

4.5.2 Reverse Transition

The Service Provider understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Service Provider for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point (due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever), would happen only after the completion of the notice period of 90 days and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Service Provider will have to continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and will have to maintain the agreed Services. Selected Service Provider also needs to handover the source code of the websites and all the developed applications along with knowledge transfer to the new Service Provider and ensure business



continuity. Reverse Transition is a part of the maintenance of websites and it will have no additional impact on the cost quoted by selected Service Provider in Commercial Bid to SIDBI.

4.6 Contract Period

The total contract period will be of three years starting from the Date of completion of forward transition of existing sidbi.in website from its present service provider.

4.7 Renewal of Contract

1. Contract period is for three years.. At the end of each year, SIDBI will review the performance of the contract along with financial position of the service provider. Subject to satisfactory performance for the reviewed period, SIDBI may further renew the contract with the Service Provider for next year. SIDBI reserves the right to not renew the contract with the vendor.
2. It may also be mentioned that, SIDBI will conduct quarterly review of the project to assess the work undertaken during the quarter, performance and activities to be undertaken by selected service provider/ SIDBI for improvements etc.
3. It may also be mentioned that after expiry of three years, if required, SIDBI has the right to extend the contract for a maximum period of one year. Service Provider—should unconditionally accept the same. Cost of the extended period would be as per the proportionate cost of the third year rates as mentioned in Commercial bid.

4.8 Service level Agreement

1. For content related problems, uploading, minor changes to webpages etc. resolution to be provided within 2 Hrs.
2. For application related problems bug fixing/ enhancements/ new modules development resolution to be provided as per agreed time lines.
3. Occasionally, the Website content update services may also be required during non-working/ odd hours and exceptionally on holidays, depending on specific demands. The Service Provider is expected to provide support for the same, on best effort basis. Prior intimation will be sent across to the Service Provider as and when necessary.

Note: In case of hacking, defacing or untoward incidents, above mentioned timelines would not be applicable. Selected Service Provider needs to resolve the issue on SOS basis and support should be available 24*7 at such type of events.

4.9 Liquidated Damages

Liquidated damages for delay in new development/ change request having agreed delivery time of more than 7 days

In the event of failure to submit the deliverables within the agreed completion period, the liquidated damages are payable by the Service Provider at 0.50% of the cost of development/ enhancement, for each day of delay or part thereof. However, the total liability of the Service



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Provider under this clause shall be restricted to 10% of the cost of development/ change request.

4.10 Backend Technical Support

Service provider should have Strong Offsite/ Backend Technical support mechanism. Successful service provider 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.

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

Any changes in the matrix subsequent to the previous submission should be promptly intimated.



5. Evaluation Methodology

5.1 Objective

The objective of this evaluation methodology is to facilitate the selection of one Service Provider (SP) fulfilling selection criteria and providing professional services at optimal cost.

5.2 Evaluation process

1. The Bank has adopted a Three (3) bid processes in which the Service provider has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - a. Minimum Eligibility / pre-qualification Criteria
 - b. Technical Evaluation
 - c. Commercial Evaluation
2. The Bank shall evaluate first the response submitted against 'Minimum Eligibility / pre-qualification' criteria and based on its evaluation. The '**Technical Bids**' shall be undertaken for evaluation at the second stage for bidders shortlisted at first stage.
3. 'Commercial bids' shall be opened only for the service providers qualifying the technical evaluation criteria. The final selection will be done based on the commercial evaluation (L1) of short listed service providers.
4. The evaluation by the Bank will be undertaken by a Committee of Officials or/and representative constituted by the Bank and its decision shall be final.
5. During evaluation of Bids, the Bank, at its discretion, may ask the Service providers for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail) 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 Service provider.
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.



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4. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation.
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 service provider, witness demos, service providers 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 Service provider by correction of the nonconformity.
7. The Service provider 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 Service provider's risk and may result in the rejection of its Bid.
8. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
9. The service provider should satisfy the pre-qualification criteria as specified in the tender.

5.4 Minimum Eligibility Criteria

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

S.N.	Criteria	Documents to be submitted as a proof
1.	The Service provider 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">• Partnership firm: Certified copy of Partnership Deed.• Limited Company: Certified copy of Certificate of Incorporation/ Certificate of Commencement of Business.• Reference of Act/ Notification
2.	The service provider should be in business of designing, development and maintenance of websites with experience in India for last 2 (two) years as on date of issue of this RFP.	Copy of Work order/ agreement along with certificate from customers in India
3.	The service provider should have experience of designing, development and maintenance of at least three (3) responsive Websites out of which any one website should be interactive, bilingual and should meet success criteria of latest WCAG standards.	Copy of Work order/ agreement along with certificate from customers towards development / maintenance of website. A certificate/report towards latest WCAG success criteria Compliance of website is also to be



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S.N.	Criteria	Documents to be submitted as a proof
		submitted.
4.	The service provider should have experience of development of websites in PHP platforms and Analytics and Tracking using analytical tools for last 2 (two) year as on date of issue of this RfP.	1. Copy of Work order / agreement along with completion certificate from customer towards use of development platform and analytics tools. 2. Sample analytics report.
5.	The service provider should have cash profit [i.e. no cash loss] in two (2) years out of last three (3) years.	Statutory auditor certificate and copies of last three years' profit and Loss statement and balance sheet
6.	The Service provider should have an office registered in India along with office in Mumbai/Navi Mumbai/Thane.	Self-declaration with address and contact details on letter-head signed by authorized signatory of the Service provider
7.	Service provider should not have been blacklisted by any government agency/ quasi government agency/ PSU/ BFSI organization as on the last date of submission of Bid.	Letter of undertaking to this effect on company's letter-head signed by authorized signatory of the Service provider

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.*

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

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

Sr. No.	Client Name and Location	Website URL	Project Start Date	Project End Date	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 service provider. 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.



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Bids submitted by all the service providers 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. Service providers must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the service providers without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

5.5 Evaluation of Technical Bid

1. The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria. The Technical Proposal will be evaluated for technical suitability of the bidder. The criteria for evaluation of technical bids are as under:

Sr. No.	Criteria	Evaluation Parameters	Max. Scores
1	Please provide count of personnel for following:	Proportionate marks based on number of personnel. Max 02 marks for each point. Bidder is required to submit self-declaration on its letterhead duly signed by authorised signatory.	6
	<ul style="list-style-type: none">No. of personnel for content writing / editing		
	<ul style="list-style-type: none">No. of personnel for designing		
2	Evaluation of three best websites designed and developed by the bidder	Bidder is required to submit URLs of three websites. The bidder is required to submit certificate from its customers certifying that the website have been designed and developed by the bidder.	15
3	Evaluation of dummy designs of sidbi.in <ul style="list-style-type: none">Home pageInside page (atleast one) (The bidder may submit more than one design option.)	<ul style="list-style-type: none">Max. 12 marks for home pageMax. 3 marks for inside page	15
4	Presentation by the bidder to the evaluation Committee	<ul style="list-style-type: none">- Project implementation methodology (max. 4 marks)- Explanation of any one	14



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		dummy design submitted by the bidder (max. 5 marks) - Bidder's observations for improvements in existing sidbi.in website as a visitor (max. 5 marks)	
Total Marks			50

The bidder is required to submit list of projects / references in the following format:

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

As part of technical 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.

2. **Relative Technical Score (RS_{Tech})** for each bidder will be calculated as follows based on above parameters:

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

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

Where,

- RS_{Tech}** = Relative score obtained by the bidder
T = Technical score obtained by bidder
T_{High} = Highest Technical score secured among the Bidders

3. Technical Bids receiving RS_{Tech} greater than or equal to a score of 75 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
4. If less than 3 bidders qualify as per above criteria (RS_{Tech} >= 75), SIDBI reserves the right to short list top 3 (three) bidders subject to RS_{Tech} >= 70.



5.6 Evaluation of Commercial Bid

1. In this phase, the Commercial Bids of the bidders, who have been short-listed after technical evaluation in previous phase, will be taken for commercial evaluation. Bidders who do not qualify the technical evaluation will not be invited for opening of commercial bids.
2. The date for opening of commercial bids will be separately advised.
3. SIDBI will award the contract to the successful service provider whose bid has been determined to be substantially responsive and has been determined as the Lowest Commercial bid (L1).

4. L1 would be based on the Grand total of Cost (GTC) of three years, as under:

GTC = Net Present Value (NPV) of Yearly Cost of Maintenance, Development & Support of the websites for three years + Forward transition cost + **NPV** of yearly cost of 1 man-month effort for "Change Requests" towards new development, as per quoted man-month rates.

Net Present Value (NPV) would be calculated using the Microsoft Excel Worksheet formulae, to arrive at the NPV for three years. The discount rate to be considered for above would be @**9.10%** per annum.

5. **Total Project cost** (TPC) for three years will be arrived at as under:

TPC = Yearly Cost of Maintenance, Development & Support of the websites for three years. + Forward transition cost (cost of optional services will not be included)

6. Purchase order would be placed for Total Project Cost (TPC). Refer section of Commercial bid format.

5.7 Arithmetic errors correction

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

- i. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
- ii. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- iii. If the Service Provider has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- iv. If the unit price quoted by the service provider in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the service provider shall be taken as correct.



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- v. The service providers, for whom arithmetic corrections are warranted/ required, must accept the arithmetic corrections in writing/ mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.

5.8 Final Selection of the Eligible Service provider

The Service Provider with the lowest (L1) **GTC** as calculated as per "RfP **Section 5.6** Evaluation of Commercial Bids", will be selected subject to all the terms and conditions defined in this RfP document for further discussion prior to finalizing contract.



6. Terms and Conditions

6.1 General

1. The Service providers 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 service provider's own risk.
2. Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Service provider must take into consideration each and every line of this RfP document as a whole while responding. Service provider 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 service provider to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of service provider'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 Service provider, the RFP shall be the governing document for arrangement between the Bank and the Service providers.
4. SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this RfP 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 Service provider 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 RFP issued, the Service providers' responses would not be incorporated automatically in the RFP 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 products and services specified under this RfP, on end-to-end solution basis.
9. The Service provider 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.



6.2 Clarification of Bids

1. The service provider 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 Service providers representatives to be present at the venue of the meeting.
2. Clarification sought by service provider should be made in writing (Letter/E-mail/FAX etc.) and submitted at least one day prior to the date of pre-bid meeting. Bank has discretion to consider any other queries raised by the service provider'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 service providers. It would be responsibility of the service provider to check the website before final submission of bids.
4. During evaluation of Bids, the Bank, at its discretion, may ask the Service providers 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. Service provider to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

6.3 Amendment to the bidding document

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 Service provider(s), modify the RFP by amendment and same will be placed on the bank's website for information of all prospective Service providers.
2. The amendment will be posted on Bank's website www.sidbi.in and CPP portal.
3. All Service providers 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 service provider.
4. In order to allow prospective Service providers reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

6.4 Change in Name of Bidding Company

Normally, the Order will be placed on the successful bidder as per the details given in this document. But, if there is any change in name/ address/ constitution of the bidding Firm/ Company at any time after the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account of such a change the Firm/



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Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank will be final.

6.5 Taken / Brought over of Company

Subsequent to the issuing of purchase order(PO) or signing of the contract by SIDBI, in the event of bidder or the concerned OEM being taken/ brought over by another company, all the obligations and execution of responsibilities under the PO / contract with SIDBI should be passed on during the negotiation for compliance and execution by the new company .

6.6 Governing Language

1. The bid prepared by the Bidder, all the correspondence and documents exchanged between the bidder and the Bank relating to the bid, other supporting documents and printed literature shall be written in English.
2. The Contract/ agreement to be entered between the bidder and the Bank shall be written in English. All correspondence and other documents pertaining to the Contract/ agreement, which are exchanged between the parties, shall be written in English.
3. The technical documentation involving detailed instruction for operation and maintenance, users' Manual etc. are to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

6.7 Rules for Responding to the RFP

4. The responses to the RFP would be deemed to be legal documents and will form part of the final contract. Service providers 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](#).
5. Service providers shall have the opportunity to clarify doubts pertaining to the RfP 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 RfP document. Responses to inquiries and any other corrections and amendment will be made available on bank's website. The Service provider, which posed the question, will remain anonymous.
6. Any part of the response either technical or commercial bid, submitted by the service provider cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the bank.
7. SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Service provider if in the opinion of SIDBI, the information furnished is incomplete or the Service provider does not qualify for the contract.



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8. 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.
9. The Service provider must submit the response exactly in the formats mentioned in this RfP 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 service provider 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.
10. By submitting a proposal, the Service provider agrees to promptly contract with SIDBI for any work awarded to the Service provider. Failure on the part of the awarded Service provider to execute a valid contract with SIDBI within stipulated time will relieve SIDBI of any obligation to the Service provider and a different Service provider may be selected.
11. Any additional or different terms and conditions proposed by the Service provider would be rejected unless expressly assented to in writing by SIDBI.
12. 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 within 02 weeks from the bid submission date.
13. SIDBI would not assume any expenses incurred by the Service provider in preparation of the response to this RfP and also would not return the bid to the Service provider.
14. SIDBI shall not be liable for costs incurred during any discussion on proposals or proposed contracts or for any work performed in connection therewith.
15. 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.
16. Responses received become the property of SIDBI and can't be returned. Information provided by each Service provider will be held in confidence and will be used for the sole purpose of evaluating a potential business relationship with the Service provider.
17. The Service providers shall adhere to the terms of this RfP document and shall not deviate from the same. If the Service providers have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RfP. 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.

6.8 Bid Security & Performance Guarantee

6.8.1 Bid Security / Earnest Money Deposit (EMD)



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1. All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 80,000/- in the form of Demand Draft/ Pay Order/RTGS OR Bank guarantee issued by a scheduled commercial bank.
 2. Demand Draft/Pay order should be in favour of “Small Industries Development Bank of India” payable at Mumbai or in the form of Performance Security. The Demand Draft/ Pay Order should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank.
 3. Format of EMD/ Bid Security is prescribed in “Annexure XII – EMD / Bid Security Form”. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
 4. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
 5. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
 - i. In case the Service provider withdraws the bid prior to validity period of the bid for any reason whatsoever;
 - ii. Service provider makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - iii. In case the successful Service provider fails to accept LOI and sign the contract as specified in this document within time stipulated by SIDBI for any reason whatsoever; or
 - iv. Expresses inability to carryout the contract
 - v. In case the successful Service provider fails to provide the performance guarantee within 30 days from the date of issuing the LOI/ placing the order by the Bank or signing of the contract, whichever is earlier, for any reason whatsoever.
- Besides forfeiting the EMD, the Bank may ban the service provider from subsequent bidding for a period of not less than 3 years.
6. The EMD amount/ BG of all unsuccessful service providers would be refunded immediately upon occurrence of any the following events, whichever is earlier:
 - i. Issue of Letter of Intent/ Purchase order to the successful service provider **OR**
 - ii. The end of the bid validity period, including extended period (if any), **OR**
 - iii. Receipt of the signed contract and performance security from the successful service provider.
 7. Successful service provider will be refunded the EMD amount only after submission of Performance Bank Guarantee as mentioned in Performance Bank Guarantee (PBG) section.
 8. No interest will be paid on EMD.
 9. Request for exemption from EMD will not be entertained.



6.8.2 Performance Bank Guarantee (PBG)

1. The successful Service provider shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the first year contract value. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.
2. PBG for second and third year would for 10% of the AMC cost. The year having highest AMC value will be used for calculation of value of PBG for second and third year. The performance guarantee will be valid till at least three months beyond the expiry of the respective contract year.
3. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Service provider. The guarantee should be from a scheduled commercial bank only.
4. In case of expiry of BG prior to project completion, the service provider will be required to renew the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
5. The Performance Bank Guarantee would be returned to the successful Service provider after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Service provider.
6. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract/ order or otherwise if the Successful Service provider fails to fulfill any of the terms of contract/ order or commits breach of any terms and conditions of the contract.
7. On faithful execution of contract in all respects, the Performance Guarantee of the Service provider shall be released by SIDBI.
8. Time shall be the essence of the contract/ order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Service provider, which in the opinion of SIDBI should entitle the Service provider to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Service provider of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Service provider would be required to extend the validity period of the performance guarantee accordingly.

6.9 Forfeiture of performance security

1. The Bank shall be at liberty to set off/ adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the service provider's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed



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against the Service provider in the event of the security being not enough to fully cover the loss/ damage.

2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Service provider.

6.10 Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

6.11 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/ Service providers desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/ RFP. However, division of order not possible, hence no cost preference.
5. Service provider is required to inform its MSME status as applicable.

6.12 Period of Validity of Bids



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1. Prices and other terms offered by Service providers 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 Service providers 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.

6.13 Deadline for submission of Bids

1. The bids must be received by the Bank at the specified address not later than date/time 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 Service providers previously subject to the deadline will thereafter be subject to the deadline as extended.

6.14 Late Bids

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

6.15 Modification And/ Or Withdrawal of Bids

1. The Service provider 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 service provider'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 reserves its right, at any stage, to terminate the process, reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt/ non-delivery of the bid documents due to any reason whatsoever.

6.16 Opening of Bids by the Bank

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



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2. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Service provider representatives. It is the responsibility of the service provider's representative to be present at the time, on the date and at the place specified in the tender document. The service providers' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
3. If any of the service providers or all service providers 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 Service provider name, presence or absence of requisite EMD and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of bid opening.
5. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Service providers.

6.17 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 Service provider.
3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Service provider by correction of the nonconformity.
5. Bids without EMD/ Bid security in the proper form and manner will be considered non-responsive and rejected.
6. The Service provider 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 Service provider's risk and may result in the rejection of its Bid.



6.18 Use of Contract Documents and Information

1. The service provider 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 Service provider 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 Service provider 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.

6.19 Rules for Evaluation of Responses

1. All the responsive bids will be evaluated as per the procedure detailed in **Chapter- 5- 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 Service providers 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 Service provider 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. Service providers 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 service provider.
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 RfP document. SIDBI would not give any clarification/ explanation to the concerned service provider 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 eligibility and commercial responses by the prospective service provider), without assigning any reason, whatsoever and without any requirement of intimating the Service providers of any such change.



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10. SIDBI will award the Contract to the successful Service provider whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Service provider is determined to be qualified to perform the contract satisfactorily. However, SIDBI shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

6.20 Contacting the Bank

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

6.21 Award of Contract

1. The Bank will award the contract to the successful Service provider, out of the Service providers who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily and whose Bid has been determined to be substantially responsive and is **the L1 Service provider**.
2. Initially the order will be placed **for Website Maintenance, development and support with forward transition**. The "Application/ New Features Development" would be taken-up as and when required by SIDBI.

6.22 Conditional Bids

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

6.23 Commercial Bid

1. Non-refundable price of the bid has been fixed at ` 3540/-, **inclusive of taxes**. Service provider has to necessarily deposit ` 3540/- (**Three thousand Five Hundred Forty only**) in the envelope of 'Minimum Eligibility Criteria bid', in the form of a Demand Draft/ Banker's Cheque drawn in favour of "Small Industries Development Bank of India" payable in Mumbai. Any bid received without this shall be considered unresponsive and rejected.
2. **Currency** - The Service provider is required to quote in Indian Rupees ('INR/ ₹'). Bids in currencies other than INR may not be considered.
3. **Tax** - The prices quoted would include all costs such as GST, transportation, out of pocket expenses, lodging and boarding expenses, service tax, Education cess, etc., that need to be incurred (at current rate). No additional cost whatsoever would be paid.
4. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.



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5. It would be service provider's responsibility to identify and factor cost of each and every commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected service provider (Service Provider) has to provide the services at its own cost. However, if anything is missed out by SIDBI in the RfP document, SIDBI would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Service Provider for similar such item.
6. The Commercial Bid should be strictly as per format mentioned in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.

6.24 No Commitment to Accept Lowest or Any Offer

1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Bank will not be obliged to meet and have discussions with any service provider and/or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

6.25 Acceptance of the Services

The selected Service Provider need to make all arrangement to start forward transition process as and when asked by SIDBI from our existing service provider and be in position to deliver the services. The services will be accepted once all the requisite services/ deliveries have been commenced as per scope to the satisfaction of SIDBI. Service provider must obtain the signature of acceptance from SIDBI at appropriate time.

6.26 Ownership of Delivered Items

1. The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services/products under the contract and be responsible for the services/products delivered. All the deliverables as per the scope of contract will become the property of the Bank.
2. The Bank has the sole ownership of and the right to use, all data that may be in possession of the Bidder or its representative while performing the services under the agreement that may be entered into. All documents, report, information, data etc. collected and prepared by Bidder in connection with the scope of work submitted to the bank will be property of the Bank. The Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by the bank for carrying out of any services with any third parties. Bidder shall not without the prior written consent of the



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bank be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

6.27 Payment Terms

1. Payment Terms:

- i. For forward transition, payment shall be made after successful takeover from existing vendor and acceptance of the same by SIDBI.
- ii. For maintenance, development and support, payment would be settled **quarterly**, at the end of Quarter, against the delivery of the Services during the corresponding period.
- iii. For new developments, 100% of the payment shall be made after development and acceptance of the same by the bank.

2. Payments - Invoices should be submitted in accordance with the specific instructions provided below:

- a. Subject to SIDBI being satisfied that the Service Provider (SP) are or have been carrying out their duties, obligations and responsibilities under the assignment, sums duly approved shall be paid within 30 days of receipt of a valid invoice along with supporting documents, if any. TDS will be deduced as applicable.
- b. If for any reason SIDBI is dissatisfied with performance of the Contract, an appropriate sum may be withheld from any payment otherwise due. In such an event SIDBI shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- c. Should SIDBI determine after paying for a particular service that the service has not been completed satisfactorily, SIDBI may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.

3. Payment in case of Termination of assignment - In case the engagement is terminated payment will be made as follows:

- Payment towards services will be made on pro rata basis, for the services, which have been completed & accepted by SIDBI, after deducting applicable TDS/ other taxes.
- SIDBI will continue to own the deliverable submitted by SP and reserve the right to appoint any third-party.

4. At the end of the contract period or in the event of termination / cancellation of agreement, the Service Provider will transfer the knowledge and handover the websites smoothly to the new vendor/ SIDBI as defined in Reverse Transition.

6.28 Penalty for Default in Services

Penalty charged towards shortfall in achieving Service Level Requirement during the contract period has been defined in [Chapter – 4.9](#).

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

Bank reserves the right to adjust the penalty and Liquidity damages if any against any amount payable to the service provider or PBG.

6.29 Addition/ Deletion of qualified offerings

The intent of this Tender is to establish an initial set of service offerings. The Bank recognizes that, as the use of these services expands, it is possible that additional services and/ or service categories will be needed. Accordingly, the Bank may request/ demand for additional services. In case of requirement of service delivery for associates/ subsidiary, a separate order may be placed by the Bank or associates/ subsidiary at the same terms & conditions.

For this purpose, a Change Order Procedure will be followed. Bank may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The Service provider will have to prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Service provider will be liable to carry out such services as required by the Bank at mutually agreed terms and conditions.

6.30 Expenses

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.

6.31 Waiver

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

6.32 Taxes and Duties

1. The service provider shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of services at site including incidental services.



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2. The service provider must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing services. The selected Service Provider may have to execute an indemnity bond in favour of the Bank in this regard.
3. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the Service Provider at his cost.
4. **Tax deduction at Source** - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Service Provider in respect of this contract.
5. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

6.33 Execution of Agreement and NDA

1. The selected service provider should execute agreement with the Bank which will remain valid for at least 3 (three) years. 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.

6.34 Term and Termination

1. The contract shall commence on the effective date and continue for a period of Three year thereafter. If so desired by SIDBI, contract may be extended for a maximum period of 12 months on the same terms and conditions.
2. SIDBI reserves the right to discontinue any of the services categories as given in scope of work along with optional services as mentioned in the commercial bid for any of the SIDBI website(s) from the selected service provider during the contract period. In this regard, decision of SIDBI will be binding and final.
3. Bank shall have the option to terminate the contract, in whole or in part by giving the Successful Service provider/ Service Provider at least 90 (ninety days) prior notice in writing. Without prejudice to the generality of the foregoing, the Bank will be entitled to terminate the contract, if Service provider breaches any of its obligations set forth in this RFP and subsequent contract and



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- 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 Service provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.
4. The successful Service provider shall not have any right to terminate the contract entered into subsequent to this RfP for convenience. However, without prejudice to the generality of the foregoing, the successful Service provider will be entitled to terminate the agreement entered into subsequent to this RfP, 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 Service provider 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 Service provider, within thirty (30) Working Days, with a reasonable plan to cure such breach.
5. 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.
6. 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.
7. 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.
8. 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.
9. Upon the termination or expiry of this Tender and subsequent Agreement:



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- a. The rights granted to Service provider shall immediately terminate.
- b. Upon Bank's request, with respect to, (i) any agreements for development/ maintenance, services or other third-party services used by Service provider to provide the Services; and (ii) the assignable agreements, Service provider 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, Service provider will be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

6.35 Subcontracting

Subcontracting is generally not allowed. The service provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by the service provider under the contract without the prior written consent of the SIDBI.

6.36 Applicable laws

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

1. Compliance with all applicable laws: The Service provider 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 Service provider 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 there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the service provider.

6.37 No Employer-Employee Relationship



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The selected service provider 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.
3. The selected Bidder or any of its holding/subsidiary/joint-venture/ affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with SIDBI or any of its employees/ officers/ staff/ representatives/ personnel/agents. Staff deployed by the bidder shall never be deemed to be appointed by SIDBI nor shall they be under its service conditions.

6.38 Rights to Visit

1. All records of the Service provider 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 Service provider or where the services are being rendered by the service provider.
3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Service provider's premises with prior notice to ensure that data provided by the Bank is not misused. The Service provider 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 service provider in advance.

6.39 Audit

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, including Hardware, Software provided to the Bank and services under the RFP/subsequent PO and the bidder shall extend all cooperation in this regard.



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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 arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.
4. The bank will also carry out annual review of the contract to ascertain the financial stability of the bidder in addition to the performance and service reliability. The bidder is required to submit the audited balance sheet and CA certificate, etc.
5. Service provider shall allow RBI or its authorised persons to access the Bank's document, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time as prescribed by RBI or SIDBI. In the event that these are not made accessible to RBI within prescribed reasonable time, Bank shall have the right to recover the amount payable to RBI towards supervisory fees, if any.

6.40 IPR Infringement

As part of this project 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, 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 Service provider under this project.

6.41 Indemnity

1. The Service provider 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 Service provider under this RfP document; and/or any subsequent agreement; and/or
 - b. An act or omission of the Service provider, employees, agents, sub contractors in the performance of the obligations of the Service provider under this RfP document or any subsequent agreement; and/or
 - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service provider, against the Bank; and/or
 - d. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to this RfP or breach of any representation or false



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- representation or inaccurate statement or assurance or covenant or warranty by the successful Service provider under this RfP document and/or of the agreement to be entered subsequent this RfP; and/ or
- e. Negligence or gross misconduct attributable to the Service provider 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 Service provider contained in this RfP document; and/ or
 - h. The use of unlicensed and illegal Software and/or allied components by the successful Service provider
2. The Service provider 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 RfP 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 Service provider in writing; and
 - b. Cooperates with the Service provider in the defence and settlement of the claims.
3. The Service provider shall not be liable for defects or non-conformance resulting from:
- a. Software, hardware, interfacing not approved by Service provider; or
 - b. Unauthorized modification of Software or any individual product supplied under this RfP 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 Service provider where the unmodified version of the Deliverable would not be infringing.

6.42 Limitation of liabilities

1. The maximum aggregate liability of Service Provider, subject to s.no. 3 hereunder, in respect of any claims, losses, costs or damages arising out of or in connection with the RfP/subsequent contract shall not exceed the total contract value.
2. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
3. The limitations set forth in s.no.1 hereabove shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to Clause infringement of third party Intellectual Property Right;



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- b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations ;
 - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider and applicable to current scope of work.
4. For the purpose of s.no. 3(b) hereabove the definition of “Gross Negligence “ and “Willful Misconduct” are as follows:
- a) **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.
 - b) **Willful Misconduct”** means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

6.43 Vicarious Liability

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

6.44 “Confidentiality and Non-disclosure



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1. The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available in whole or in part by the Recipient to any other person. Bank may update or revise the RFP 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 RFP 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.
2. 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.
3. The bidder shall take all necessary precautions to ensure that all confidential information shared by the Bank are treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information.
4. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.
5. "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:
 - a) relates to the Disclosing Party; and
 - b) 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
 - c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
6. 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.
7. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
8. 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:
9. 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.



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10. 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 who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this document; and h) 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.
11. 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 hardware 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.
12. The restrictions in the preceding clause shall not apply to:



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- 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. 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.
- c) The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

13. The shortlisted bidder shall be required to execute a Non-Disclosure Agreement as per format provided by the Bank.

6.45 Corrupt and fraudulent practice

- 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 RfP and subsequent contract(s). In this context, the bidders 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) **“Coercive practice”** means impairing or harming or **threatening** to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and



- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or **arrangement among** Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
2. The Bank reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 3. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
 4. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder’s bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
 5. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of bidder.

6.46 Resolution of Disputes

1. It will be the Bank’s endeavour to resolve amicably any disputes or differences that may arise between the Bank and the Service provider 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 Service provider 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 Service provider 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 Service provider 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.



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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 Service provider and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

6.47 Grievances Redressal Mechanism

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

6.48 Force Majeure

1. The 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 the RFP is the result of an event of Force Majeure.
2. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and /or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
3. 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.
4. 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 endeavor to find a solution to the problem.
5. 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.

6.49 Miscellaneous



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1. Service provider is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures.
2. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
3. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
4. Service provider 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. Any publicity by Service provider in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.
6. Service provider 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. Service provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
7. SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.
8. Personnel engaged by the service provider 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 service provider and they shall have no claim to be appointed in the services of the bank. Service provider shall take suitable measures for them in this regard.
9. In order to perform the services, the service provider must obtain at its sole account, necessary assignments, permits and authorizations from title holder of corresponding patents, models, trademarks, names or other protected rights and shall keep SIDBI harmless and indemnify SIDBI from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
10. All documents, report, information, data etc. collected and prepared by service provider in connection with the scope of work submitted to SIDBI will be property of the Bank. The service provider shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. The service provider / service provider shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.
11. The Bank shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules supplied by service provider as part of procurement under the RFP. It is expressly agreed that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the service provider.



Request for Proposal for SIDBI Website Maintenance, Development and Support

12. The selected Service provider or any of its holding/ subsidiary/ joint-venture/ affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents shall not, under any circumstances, be deemed to have any employer- employee relationship with the Bank or any of its employees/ officers/ staff/ representatives/ personnel/ agents. Staff deployed by the service provider shall never be deemed to be appointed by the Bank nor shall they be under its service conditions. The Service Provider should ensure statutory and regulatory compliance towards ESIC, EPFO, minimum wage requirements with regard to such staff as may be applicable from time to time.
13. Information provided under this RfP and subsequent agreement, if any, is confidential and neither party shall at any time, either during the association or at any time thereafter, divulge either directly or indirectly to any person, firm or company, business entity, or other organization whatsoever. The confidentiality obligations shall survive the expiry or termination of this agreement between the service provider and the Bank.



Request for Proposal for SIDBI Website Maintenance, Development and Support

7. Annexures

Annexure I – Eligibility Bid – Covering Letter

(To be submitted on Service Providers Company letter head)

Date: _____

The Chief General Manager (ERDAV)
Small Industries Development Bank of India,
2nd Floor, ERDA Vertical,
MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Madam/ Dear Sir,

SIDBI Website –Maintenance, Development and Support

1. We, the undersigned, offer to submit our bid in response and accordance with your tender **RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022**. 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 to the project of SIDBI Website, Maintenance, Development & Support 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:



Request for Proposal for SIDBI Website Maintenance, Development and Support

Annexure II – General Information about Service provider

RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022

SNo.	Description	Service provider's response
1	Name of the service provider 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	Address of Registered Office with contact numbers.	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
6	Address for Correspondence (if different from above).	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
7	MSME Status (Tick appropriate).	
A	Company does not qualify the status of MSE.	
B	Company does qualify the MSE status.	
C	SC/ST	
D	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No).	
8	PAN No. Copy of PAN enclosed. (Yes/No)	
9	GSTIN No. Copy of GST enclosed. (Yes/No)	
10	Sales Tax Registration No. Copy of Sales Tax certificate enclosed. (Yes/No)	
11	Service Tax Registration No. Copy of Service Tax certificate enclosed. (Yes/No)	



Request for Proposal for SIDBI Website Maintenance, Development and Support

SNo.	Description	Service provider's response	
12	Contact Details of Service provider's authorized representative to make commitments to SIDBI.		
A	Name		
B	Designation		
C	Land Line No. (with STD code)		
D	Mobile No.		
E	Fax No. (with STD code)		
F	Mail Id		
13	Financials (for last three years)		
	Parameter	FY	Amount in lakh
A	Annual Turnover	2018 - 2019	
		2019 - 2020	
		2020 - 2021	
B	Cash Profit	2018 - 2019	
		2019 - 2020	
		2020 - 2021	
C	Net worth	2018 - 2019	
		2019 - 2020	
		2020 - 2021	
D	CA certificate attached for a, b, c above.	(Yes/ No)	
E	1. Audited balance sheet and 2. P/L account attached.	(Yes/ No)	



Request for Proposal for SIDBI Website Maintenance, Development and Support

Annexure III – Response to Minimum Eligibility Criteria

RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022

SNo.	Pre-Qualification Criteria	Service provider Compliance (Yes/No)	Page No. of Response where proof is attached.
1.	The Service provider should be a registered corporate/ firm/ LLP/ Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.		
2.	The service provider should be in business of designing, development and maintenance of websites with experience in India for last 2 (two) years as on date of issue of this RfP.		
3.	The service provider should have experience of designing, development and maintenance of at least three (3) responsive Websites out of which any one website should be interactive, bilingual and should meet success criteria of latest WCAG standards.		
4.	The service provider should have experience of development of websites in PHP platforms and Analytics and Tracking using analytical tools for last 2 (two) year as on date of issue of this RfP.		
5.	The service provider should have cash profit [i.e. no cash loss] in two (2) years out of last three (3) years.		
6.	The Service provider should have an office registered in India along with office in Mumbai/Navi Mumbai/Thane.		
7.	Service provider should not have been blacklisted by any government agency/ quasi government agency/ PSU/ BFSI organization as on the last date of submission of Bid.		

Format for Details of Website Maintenance, Development & Support Projects:

SNo.	Client Name and Location	Project Start Date	Project End Date	Scope/ Description of the Project	Contact details (Person name, designation, phone, mobile, email)
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Request for Proposal for SIDBI Website Maintenance, Development and Support

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Note

- Service provider 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. Service providers 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 service provider referenced customer for verifications of facts, the service provider to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the service provider to take necessary approvals for the same. SIDBI will not make any separate request to the service providers customers.
- Proposal of the service providers are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.



Request for Proposal for SIDBI Website Maintenance, Development and Support

Annexure IV – Declaration regarding Clean Track Record

(To be submitted on Service Providers Company letter head)

Date: _____

The Chief General Manager (ERDAV)
Small Industries Development Bank of India,
2nd Floor, ERDA Vertical,
MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Madam/ Dear Sir,

Declaration regarding Clean Track Record

I have carefully gone through the Terms & Conditions contained in the **RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022** regarding selection of the Service Provider for **Maintenance, Development & Support for SIDBI Websites** 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 RFP document.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:



Request for Proposal for SIDBI Website Maintenance, Development and Support

Annexure V – Conformity of Hardcopies

(To be submitted on Service Providers Company letter head)

Date: _____

The Chief General Manager (ERDAV)
Small Industries Development Bank of India,
2nd Floor, ERDA Vertical,
MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Madam/ Dear Sir,

Conformity of Hardcopies

RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022 We, the undersigned service providers, having read and examined bid along with terms & conditions the aforesaid RfP 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 RFP 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:



Request for Proposal for SIDBI Website Maintenance, Development and Support

Annexure VI – Statement of Deviations

RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022

(To be submitted on Service Providers Company letter head)

Service provider 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 service provider 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:



Request for Proposal for SIDBI Website Maintenance, Development and Support

Annexure VII – Letter of Competence

RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022

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

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

We also certify that all the information given by in response to this RfP 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:



Request for Proposal for SIDBI Website Maintenance, Development and Support

Annexure VIII – Power of Attorney

RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022

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

BY THIS POWER OF ATTORNEY executed on _____, 2018, We _____, A company within the meaning of the Companies Act, 2013, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>, <Employee no.>, < Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal **RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022** for “ **Maintenance, Development & Support for SIDBI Websites**” 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



Request for Proposal for SIDBI Website Maintenance, Development and Support

Annexure IX – Letter of Conformity

(To be submitted on Service Providers Company letter head)

Date: _____

The Chief General Manager (ERDAV)
Small Industries Development Bank of India,
2nd Floor, ERDA Vertical,
MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Madam/ Dear Sir,

Letter of Conformity

RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022

We, the undersigned service providers, having read and examined along with terms and conditions the aforesaid RfP document on "SIDBI Website Design, Maintenance, Development & Support", issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows:

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

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

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Request for Proposal for SIDBI Website Maintenance, Development and Support

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 “ **Maintenance, Development & Support for SIDBI Websites**” as per scope defined in the Request for Proposal **RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022** 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 RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

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

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 RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

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

Authorised Signatory

Name:

Designation:

Office Seal:

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Request for Proposal for SIDBI Website Maintenance, Development and Support

Annexure – XI Bank Mandate Form

(To be submitted in Duplicate)

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

- 1. Name of Borrower / Service Provider / supplier: -

- 2. Service Provider Code (if applicable):

- 3. Address of the Borrower/ vendor/ supplier: _____

City _____ Pin Code _____

E-mail id: _____ ne No. with STD code: _____ Mobile No.: _____
_____Permanent Account Number _____

GSTIN _____ GSTIN State _____

MSME Registration/ CA Certificate (if applicable): _____

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(As appearing in the Cheque book)		
(Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE2	For RTGS transfer		For NEFT transfer

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

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

Place: _____



Request for Proposal for SIDBI Website Maintenance, Development and Support

Date: _____

Signature of: the party / Authorized Signatory

.....

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

Bank's stamp:

Date:

[Signature of Authorized Official from the Bank]



Request for Proposal for SIDBI Website Maintenance, Development and Support

Annexure – XII EMD/ Bid Security Form

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

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

WHEREAS (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Request for Proposal **RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022** for **Maintenance, Development & Support for SIDBI Websites** (Herein after called the ‘the RFP’) to you.

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

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

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

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

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

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

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

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Request for Proposal for SIDBI Website Maintenance, Development and Support

any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

- 5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- 6. any change in constitution of the vendor;
- 7. any petition for the winding up of the SERVICE PROVIDER has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Service Provider has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within six months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (**Vendor’s Bank**)

.....

Date.....

Address



Request for Proposal for SIDBI Website Maintenance, Development and Support

Annexure XIII – Performance Bank Guarantee

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

BANK GUARANTEE

Small Industries Development Bank of India

SIDBI Tower

15, Ashok Marg

Lucknow - 226001

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989 and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001 and office at , SME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the SIDBI) having agreed to award a contract to M/s. ' Service Provider Name' having its office at ' Service Provider's Office Address', (hereinafter called "the Service Provider") for **Maintenance, Development & Support for SIDBI Websites (RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022)** on the terms and conditions contained in the Managed Services Agreement dated _____ made between the Service Provider and the SIDBI (hereinafter called "the said Agreement") which terms, inter alia, stipulates for submission of an Bank guarantee for 10% of the contract value i.e. ` _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Agreement.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of _____ only as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the contract entered into by it with SIDBI for providing IT Infrastructure Management Services and Support Maintenance Services to SIDBI in the manner and in accordance with the design



Request for Proposal for SIDBI Website Maintenance, Development and Support

specification, terms and conditions, contained or referred to in the said Agreement during its tenure.

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



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- 11. We, (bank name, place) _____lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.
- 12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` _____ (Rupees _____).
- 13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address)_____, delivered by hand, courier or registered post, prior to close of banking hours on (date)_____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____shall absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place_____) shall have exclusive jurisdiction.
- 14. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to ` _____ (Rupees _____) (b) fulfilment of the purpose for which this guarantee was issued; or (c)_____ (date)”
- 15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Mumbai

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

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : Name

Signature.....

Designation.....

Name

Signature.....

Designation.....



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Annexure XIV – Pre-Contract Integrity Pact

(To be submitted by service providers on non-judicial stamp paper of Rs.100/-)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of -----, 2016 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “SERVICE PROVIDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to shortlist Service Provider for carrying out **Maintenance, Development & Support for SIDBI Websites** () and the SERVICE PROVIDER/Seller is willing to offer/has offered the services and

WHEREAS the SERVICE PROVIDER is a private company/public company, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

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

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

2 Commitments of the BUYER

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



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- 2.2 The BUYER will during the pre-contract stage, treat all SERVICE PROVIDERs alike and will provide to all SERVICE PROVIDERs the same information and will not provide any such information to any particular SERVICE PROVIDER which could afford an advantage to that particular SERVICE PROVIDER in comparison to other SERVICE PROVIDERs.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the SERVICE PROVIDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of SERVICE PROVIDERs

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

- 3.1 The SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 SERVICE PROVIDERs shall disclose the name and address of agents and representatives and Indian SERVICE PROVIDERs shall disclose their foreign principals or associates.
- 3.4 SERVICE PROVIDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The SERVICE PROVIDER further confirms and declares to the BUYER that the SERVICE PROVIDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the



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SERVICE PROVIDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The SERVICE PROVIDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the SERVICE PROVIDER or any employee of the SERVICE PROVIDER or any person acting on behalf of the SERVICE PROVIDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the SERVICE PROVIDER's firm, the same shall be disclosed by the SERVICE PROVIDER at the time of filling of tender.

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

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

4 Previous Transgression

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



5 **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the SERVICE PROVIDER shall deposit an amount **₹ 80,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful SERVICE PROVIDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

6 **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provision by the SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the SERVICE PROVIDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the SERVICE PROVIDER. However, the proceedings with other SERVICE PROVIDER(s) would continue
 - ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the SERVICE PROVIDER
 - iv. To recover all sums already paid by the BUYER and in case of Indian SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a service provider from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the service provider from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.



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

7 **Fall Clause**

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

8 **Independent Monitors**

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.



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

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

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



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

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

BUYER

SERVICE PROVIDER

Name of the Officer

Designation

SIDBI

Witness

1. _____

2. _____

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____



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Annexure XV – Commercial Bid – Covering Letter

(To be submitted on Service Providers Company letter head)

Date: _____

The Chief General Manager (ERDAV)
Small Industries Development Bank of India,
2nd Floor, ERDA Vertical,
MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Madam/ Dear Sir,

Commercial Bid – Covering Letter

I, the undersigned, offer to provide services for the above-mentioned project, in accordance with your **RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022** on “ **Maintenance, Development & Support for SIDBI Websites**” and our proposal dated..... The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and the other expenses like out-of-pocket expenses that we might incur and there will be no additional charges whatsoever. We will abide by the payment terms as mentioned in the aforesaid RfP.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the proposal, i.e., **[Insert date]**

Authorized Signatories

Name: _____

Designation: _____

Company Seal:



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Annexure XVI – Commercial Bid Format

RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022

No.	Service Categories as given in scope of work	Annual Cost			
		()			
		Year 1	Year 2	Year 3	Total for 3 years
I. Fixed Cost					
1	Website Maintenance, Development & Support for www.sidbi.in (A)				
2	Website Maintenance, Development & Support for www.sidbivcf.in (B)				
3	Website Maintenance, Development & Support for P&D Subsite (C)				
Total [D] = (A+B+C)					
Taxes and levies on D @.....% [E]					
Total cost of Maintenance, Development & Support of websites including Taxes [F] = (D+E)					
4	Forward transition cost for www.sidbi.in (G)				
5	Forward transition cost for for www.sidbivcf.in (H)				
6	Forward transition cost for for P&D Subsite (I)				
Total [J] = (G+H+I)					
Taxes and levies on J @.....% [K]					
Total cost of Forward transition of websites including Taxes [L] = (J + K)					
II. Optional Cost					
7	Person month rate for Change Request viz. Application / New Features Development etc. [M]				
Taxes and levies on L @.....% [N]					
RFP No. 314/2022/1684/HO1/ITV		Issued on : 11-FEB-2022			Page:92 of 96



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	Person month rate including Taxes [O] = (M + N)				
--	---	--	--	--	--

Note: Service providers are requested to note the following:

- No additional terms and conditions should be imposed by service providers for submissions of commercial bids.

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



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Annexure XVIII – Technical Bid

RfP No. 314/2022/1684/HO1/ITV Dated 11-FEB-2022

Sr. No.	Criteria	Evaluation Parameters	Max. Scores	Attachment Tag \$\$
1	Please provide count of personnel for following: <ul style="list-style-type: none"> No. of personnel for content writing / editing No. of personnel for designing No. of personnel for digital channel 	Proportionate marks based on number of personnel Bidder is required to submit self-declaration on its letterhead duly signed by authorised signatory.	6	
2	Evaluation of three best websites designed and developed by the bidder	Bidder is required to submit URLs of three websites. The bidder is required to submit certificate from its customers certifying that the website have been designed and developed by the bidder.	15	
3	Evaluation of dummy designs of sidbi.in <ul style="list-style-type: none"> Home page Inside page (atleast one) (The bidder may submit more than one design option.)	<ul style="list-style-type: none"> Max. 12 marks for home page Max. 3 marks for inside page 	15	
4	Presentation by the bidder to the evaluation Committee Date and time will be advised suitably	<ul style="list-style-type: none"> Project implementation methodology (max. 4 marks) Explanation of any one dummy design submitted by the bidder (max. 5 marks) Bidder's observations for improvements in existing sidbi.in website as a visitor (max. 5 marks) 	14	
Total Marks			50	



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

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. Screen shots of main functionality screens of apps
3. 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	Scope / Description of the Project	Contact details (Person name, designation, phone, mobile, email)

Signature of Authorised Signatory

Seal of the Organisation



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END of DOCUMENT