



भारतीय लघु उद्योग विकास बैंक

**Small Industries Development Bank of India**

अनुप्रयोग सॉफ्टवेयर विकास सेवाएं हेतु प्रस्ताव का आमंत्रण

**REQUEST FOR PROPOSAL (RFP) FOR  
APPLICATION SOFTWARE DEVELOPMENT SERVICES  
(November 2019 till October 2022)**

[निविदा सं. **ITV/19072019/OUT/01871** दिनांक **जुलाई 22, 2019**]

[RFP No. **ITV/19072019/OUT/01871** dated **July 22, 2019**]

**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'.
- 'Bidder' means the respondent to the RFP document.
- 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
- 'Service Provider' refers to the successful bidder who provides the services to the bank after the contract is awarded by the bank, also abbreviated as 'SP'.
- 'RFP' or 'Tender' means the Request for Proposal document
- 'Bid' may be interchangeably referred to as 'Offer'.
- Onsite : Resources deployed on SIDBI Premises
- OffShore : Development work undertaken on project basis out of Bidder's Location/Premises

## Glossary

Acronym	Description
AMC	Annual Maintenance Contract
BG	Bank Guarantee
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
TCO	Total Cost of Ownership

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## Critical Information/ महत्वपूर्ण सूचना

(RFP No. ITV/19072019/OUT/01871 dated July 22, 2019)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	July 26, 2019 / जुलाई 26, 2019	-
2	Pre Bid meeting (no clarifications would be given after pre-bid meeting)/ पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा।	July 29, 2019 / जुलाई 29, 2019	12:00pm
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	August 13, 2019 / अगस्त 13, 2019	4:00pm
4	Address for pre-bid meeting and Bid Submission/ पूर्व-बोली बैठक व बोली जमा करने का पता	<b>महाप्रबन्धक / General Manager (ITV)</b> Small Industries Development Bank of India SIDBI Tower, 15, Ashok Marg, Lucknow – 226001 (Uttar Pradesh) Phone: 0522-2288546-50 Fax: 0522-2288459	
5	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	August 13, 2019 / अगस्त 13, 2019	4:30 pm
6	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा	
7	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	The bidders are required to arrange for Presentation. Date would be intimated after bid submission.  बोलीदाताओं को प्रस्तुतियों का प्रबंध करना होगा।	
8	Bid Validity/ बोली के वैद्यता	<b>Six Months</b> from the last date of bid submission. बोली जमा करने की अंतिम तिथि से छह महीने तक।	
9	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	Sudhir Tandon, DGM(Systems) 0522 4259738, standon@sidbi.in Avinash G Ambarkhane, AGM 0522-4261663, aavinash@sidbi.in	
10	स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) केन्द्रीय सतर्कता आयोग द्वारा नियुक्त / Independent External Monitor (IEM) appointed by the CVC	श्री अशोक कुमार सिन्हा, (आईएएस, सेवानिवृत्त) 13 ययाति, सेक्ट-58ए, नेरुल (पश्चिम), पाम बीच रोड, नवी मुंबई – 400706 मोबाइल: 9821844044 <a href="mailto:asinha51@gmail.com">asinha51@gmail.com</a>	



		Shri. Ashok Sinha, (IAS retd.) 13 Yayati, Sect-58A, Nerul (West), Palm Beach Road, Navi Mumbai – 400706 Mobile : 9821844044 <a href="mailto:asinha51@gmail.com">asinha51@gmail.com</a>
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## **1. Introduction and Disclaimers**

### **1.1 Preface**

This Request for Proposal document ('RFP document' or RFP) has been issued for "Application Software Development Services" for a period of three years starting from **November 01, 2019 to October 31, 2022**. The RfP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

### **1.2 Information Provided**

The RfP document contains statements derived from information that is believed to be 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 Bidder") i.e. Government Organization/ PSU/ PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted and no other person or organization.

### **1.4 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim

all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this 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.

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### **1.5 Costs to be borne by Respondents**

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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.

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### **1.6 No Legal Relationship**

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

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### **1.7 Recipient Obligation to Inform Itself**

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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.

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### **1.8 Evaluation of Offers**

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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.

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## **1.9 Acceptance of Selection Process**

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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.

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## **1.10 Errors and Omissions**

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

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## **1.11 Acceptance of Terms**

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

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## **1.12 Requests for Proposal**

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

**Contact** : **Avinash G Ambarkhane**  
**Position** : Asst. General Manager  
**Email** : aavinash@sidbi.in  
**Telephone** : 0522-4261663

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.

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### **1.13 Notification**

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SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their 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 ₹ 5,000/- (Five thousand only) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring "Small Industries Development Bank of India", must be submitted along with RFP response.
2. 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).
3. 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/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
4. Bidder is required to inform its MSME status, if applicable.
5. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

### 2.2 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit. Details of the EMD are given in [section 6.7](#).

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.

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## **2.3 RFP closing date**

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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.

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## **2.4 RFP Validity Period**

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

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## **2.5 Late RFP Policy**

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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.

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## **2.6 Receiving of RFP Response**

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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.

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## **2.7 Requests for information**

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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.

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## **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 of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
2. It would be the responsibility of the Bidders to be present at the venue of the meeting.
3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information Section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank ([www.sidbi.in](http://www.sidbi.in)) website and Central Public Procurement Portal (CPPP) within three working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.



## 2.9 Disqualification

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

## 2.10 Selection process

Successful Bidder will be selected through three bids evaluation process:

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

## 2.11 Details of Bids to be Submitted

(a) Bidders 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	<p><b>Minimum Eligibility Bid</b></p> <p>i. Eligibility Bid – Bid Covering letter as per format prescribed in <b>Annexure-I</b></p> <p>ii. General Information about the bidder as per format prescribed in <b>Annexure-II</b></p> <p>iii. Response to Minimum Eligibility Criteria as per format prescribed in <b>Annexure-III</b></p> <p>iv. DDs/Instruments towards bid price</p> <p>v. DDs/Instruments towards Earnest Money Deposit (<b>EMD</b>)</p> <p style="text-align: center;"><b>OR</b></p> <p>Bank guarantee towards EMD as per format prescribed in <b>Annexure-XIII</b>.</p> <p>vi. Declaration regarding clean track record, as per format prescribed in <b>Annexure-IV</b></p> <p>vii. Bank Mandate Form as per format prescribed in <b>Annexure-XII</b>.</p>	<p>Hardcopy – 2 A CD containing Softcopy - 1</p>	<p><b>“Minimum Eligibility”</b> <b>Application Software Development Services RfP No. ITV/19072019/OUT/01871 dated July 22, 2019</b></p>
II	<p><b>Technical Bid</b></p> <p>i. Details and corresponding documents as required for all the Technical Parameters stipulated under section 5.5</p> <p>ii. Statement of deviations as per format prescribed in <b>Annexure-VI</b></p> <p>iii. Letter of competence as per format prescribed in <b>Annexure-VII</b></p>	<p>Hardcopy – 2 A CD containing Softcopy - 1</p>	<p><b>“Technical Bid”</b> <b>Application Software Development Services RfP No. ITV/19072019/OUT/01871 dated July 22, 2019</b></p>

	<ul style="list-style-type: none"> <li>iv. Power of Attorney as per format prescribed in <b>Annexure-VIII</b></li> <li>v. Letter of Conformity as per format prescribed in <b>Annexure-IX</b></li> <li>vi. Conformity of Hard Copies as per format prescribed in <b>Annexure – V</b></li> <li>vii. Pre-Contract Integrity Pact as per format <b>Annexure XV</b></li> <li>viii. Masked Commercial bid as per format prescribed in <b>Annexure-XVI</b></li> <li>ix. Technical Bid as per format prescribed in <b>Annexure-XVII</b></li> </ul>		
<b>III</b>	<p><b>Commercial Bid</b></p> <ul style="list-style-type: none"> <li>i. Commercial Bid Covering letter as per format prescribed in <b>Annexure-X</b></li> <li>ii. Response to Commercial Bid as per format prescribed in <b>Annexure-XVI</b></li> </ul>	Hardcopy – 1	<p><b>“Commercial Bid”</b>  <b>Application Software Development Services RfP No. ITV/19072019/OUT/01871 dated July 22, 2019</b></p>

- (b) Above mentioned three separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing **“Application Software Development Services RfP No. ITV/19072019/OUT/01871 dated July 22, 2019”**.
- (c) All the individual envelopes must be super-scribed with the following information as well:
- i. Name of the bidder, Contact Number and mail id.
  - ii. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
  - iii. Envelope I, II & III should also contain softcopy in the form of DVD/CD of respective response documents.

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

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

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

## 2.13 Important

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

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

### 3. Background

#### 3.1 Introduction

SIDBI was established on April 2, 1990 under the Small Industries Development Bank of India Act, 1989 with an aim to be the principal financial institution for the promotion, financing and development of industry in the small-scale sector and to co-ordinate the functions of the institutions engaged in 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](http://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.

#### 3.3 Present IT Setup (Related to Web Applications and Services)

SNo	Type	Details of Components
1	Hardware	Servers (Tower, Rack & Blades with majority on Intel and few on RISC architecture),
2	Operating Systems	HP-UX 11. 31 v3, Windows 2008, Linux, XenServer Enterprise Edition, VMware for virtualization.
3	Database	Oracle 10g in RAC (Real Application Cluster) or higher
4	Application Servers	IBM Websphere, Oracle Application Server, Open source application servers

<b>SNo</b>	<b>Type</b>	<b>Details of Components</b>
5	Web Server	Apache Tomcat, IIS, IBM HTTP
6	Development Tools	Oracle Forms and Reports 12c Lotus Domino IBM Rational .Net Java – JDK 1.4, 1.5, 1.6. JDK 8 JSP Servlets Struts 1.2 and above Spirngs Spirngs jersey Rests Hibernate 3 and above CSS Java Script Ajax Jasper Reports Bootstrap 3.3.7 Web Services (including APIs) Power BI

## 4. Project Scope

### 4.1 Objective

SIDBI intends to select company for software development, maintenance and support using onsite/ offshore / hybrid model. The services will be used for hiring of resources towards development, maintenance and support of Applications and Services and /or undertaking offshore software development/ maintenance on project basis, for a period of three years starting from **November 01, 2019 to October 31, 2022**.

In case of resource deployment at onsite, vendor is required to deploy resources as per "Section 4.5 Requirement of Resources" mainly at SIDBI offices in Lucknow/Chennai/Mumbai/New Delhi or any other location in India as decided by SIDBI. Successful bidder should have provisions to deploy resources at the above mentioned locations within one month notice period as per the requirements of SIDBI without any additional cost to SIDBI.

The purpose behind issuing this RfP is to invite pre-qualification / minimum eligibility, technical bid and commercial bid from the eligible bidders and carryout selection of bidder(s) for the above purpose.

### 4.2 Scope at a Glance

This RFP is being issued to select company for resource deployment and / or software development using onsite/ offshore / hybrid model, on need basis, at SIDBI locations i.e. Lucknow, Chennai, Mumbai, New Delhi NCR (or any other location in India) for development, maintenance and support of Applications and Services and /or undertaking off-site software development on project basis, as mentioned in the "Section 4.3 Requirement of Resources". The bidder will be required to manage resources / projects and be in a position to visit above SIDBI offices for any discussions / meetings. The Bank recognizes that, as the requirement expands or shrink, it is possible that additional resources will be needed or resources may be reduced. Accordingly, the Bank may request / demand for additional resources for self and / or its associates / subsidiary concerns. In case of requirement of resources for associates / subsidiary, a separate order may be placed by the Bank or associates / subsidiary at the same terms & conditions. SIDBI would generally require these resources for design, development, maintenance and support of applications, websites / web portals, mobile applications,

development of APIs / web services, OCR, data analytics and modeling, business intelligence (BI), software testing and quality control, project management for complete project lifecycle.

**The Scope of work includes but not limited to:**

1. Development / Enhancement of New applications, new modules, forms & reports as per the requirement of the Bank.
2. Implementation of new changes in the application software as and when any new business rules, logic processes etc. come into effect.
3. Tuning and code changes for optimal performance.
4. Version Maintenance using VSS for Development, UAT and Production environment of Web Applications and Services.
5. Software Development / Maintenance Procedure/Stages should include the following:
  - ✓ Undertake Requirement Gathering, preparation of Project Documents
  - ✓ Preparation of System Requirement Specification (SRS) and System Design Document (SDD)
  - ✓ Development of the Application Software
  - ✓ Testing of the Application
  - ✓ Assisting UAT (User Acceptance Team) in providing the Test Scenarios / cases prepared at the time of testing the application
  - ✓ Deployment and Configuration of Application
  - ✓ Undertake activities like bug fixing, application enhancement etc.
  - ✓ Debugging, modification and updation in the Application
  - ✓ Maintain change management log
  - ✓ Proper version control of the source code
6. Documentation details: The following system documentation (including, but not limited to) to be maintained as part of software development / enhancements.  
Database Design Document, Prototype / UI, High Level Design Document, Low Level Design Document, STC (System Test Cases).
7. Deploy and configure the application on the production server in co-ordination with SIDBI
8. Post deployment of the application, the application development team shall monitor the performance of the application and make necessary modifications to enhance application

performance. Team shall also undertake necessary corrective actions to resolve all the reported bugs to achieve Application Go Live.

9. Providing resolutions/patches for all the issues reported in Audits/VAPTs/testing for the software developed or taken over for maintenance.
10. Providing day to day support (includes debugging & fixing of problems) for Web Application users through Call Tracking / Monitoring System (which is presently in use at SIDBI)
11. Hand holding training to the end-users and systems personnel.

In addition, the vendor is expected to apprise and advise the bank of current trends and best practices in the market in relations to the application software and components being used by SIDBI.

### **4.3 Statement of Work**

1. The bidder shall maintain Applications and Services so as to ensure its effective day to day operational usage. The job includes support maintenance to the application related modules
2. The successful bidder shall debug and fix the operational problems, perform error handling while running the Application by users.
3. The successful bidder shall generate additional reports and modify existing reports & queries, as per user's requirement
4. The successful bidder shall provide hands-on assistance to the users to resolve any operational doubts as and when needed while the Application is in operation.
5. The successful Bidder shall document all the changes incorporated in the application software and also improve the documentation of existing user / system reference manuals of different modules wherever it is necessary.
6. The successful bidder and its manpower deployed and involved in support, maintenance of the Application System shall maintain confidentiality of data, logic or any other matters related to the bank on their part.
7. On need basis, deployed on-site resource may also be utilized for IT projects or for any software development work related to Associates Institutions of the Bank.



## 4.4 Transition Management

### 4.4.1 Forward Transition

SIDBI recognizes that the transition process and its effectiveness, has a significant impact on success of ongoing services. SIDBI has the following key requirements for transition:

1. Maintain steady operation of all services and maintenance of current service levels during migration of controls and responsibility from current vendor / SIDBI to selected Service Provider.
2. **Transition period (4 weeks) tentatively starting from October 01, 2019.** Exact schedule will be decided with the selected bidder.

### 4.4.2 Reverse Transition

The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder 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 Bidders obligations under a reverse transition mechanism. During this period of Reverse Transition, the Bidder 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 Service levels.

## 4.5 Requirement of Resources

Based on requirements, SIDBI may hire following kind of resources for on-site deployment on required technologies. During the overall contract period, Requirement of resources may increase/decrease as per project requirements.

Sr. No.	Category
1	Web Designer
2	Database Designer
3	Technical Architect
4	Business Analyst
5	Test Lead / Senior Developer
6	Technical Writer
7	Tester
8	Data Analyst

9	Software Developer
10	Mobile application developer
11	Integration / Information Security Architect
12	Middleware expert
13	Customer journey specialist
14	UX design framework specialist
15	UI component specialist
16	Power BI Developer
17	Oracle Forms / Reports Developer

Tentatively, at the start of engagement with the successful bidder, following resources will be required at SIDBI Lucknow and Chennai Office. However, the final requirement will be informed in the purchase order issued to the successful bidder.

Onsite Resource	No. of Resources Required	Location	Skill set (Not Exhaustive)
Senior Developer	3	Lucknow	Java, J2EE, Springs, Forms, UI Designer, Jasper, etc.
Junior Developer	4	Lucknow	Java, J2EE, Springs, Forms, UI Designer, Jasper, etc.
Junior Developer	3	Lucknow	Oracle Forms / Reports
Junior Developer	3	Chennai	Java, J2EE, Springs, Forms, UI Designer, Jasper, etc.

**Vendor shall ensure the following in connection with resource deployment:**

- Resources deployed on the project should possess qualifications as prescribed at Section 4.6 (Qualification of Resources) of the RFP.
- Bank will have right to upscale or downscale any number of resources during contract period under same terms & conditions by serving one month's notice to the selected vendor/bidder, except the time of first deployment following issue of purchase order.
- The bidder shall submit complete details of Personnel to be deployed at SIDBI. SIDBI reserves the right to accept/reject the proposed personnel. SIDBI will evaluate the Bio-data and discuss with the resources for selection before deployment. After confirmation from SIDBI, selected resources may be deployed.
- The bidder shall carryout due-diligence, background verification and submit referral check including Police verification for all their personnel deployed at SIDBI.
- Vendor and all the deployed resource members will be required to sign the declaration form as per bank's IT security policy or any other similar guideline issued by the bank during the course of the contract.

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

## 4.6 Qualification of Resources:

Sr. No.	Resource Details	Minimum Educational Qualifications	Experience & Skill Set
<b>1</b>	Senior Developer	B. E./ B. Tech / M.C.A. from a recognized institute / university	<ul style="list-style-type: none"> <li>• Minimum 4 Years in handling IT Software delivery projects in an Enterprise environment, Out of which:               <ul style="list-style-type: none"> <li>➤ Minimum 3 Years in Java project in an Enterprise environment on                   <ul style="list-style-type: none"> <li>○ J2EE platform (ver. 1.5 or above) with Struts (Ver. 1.2 or Above), Hibernate (Ver.3 or Above), Spring</li> <li>○ Oracle Database (including sql, plsql)</li> <li>○ Web Services</li> <li>○ Forms</li> <li>○ UI Designer, Jasper, etc</li> </ul> </li> <li>➤ Minimum 1 year experience as team lead for IT Project.</li> <li>➤ Must be on the rolls of the Vendor since at least of 3 months prior to posting at SIDBI.</li> </ul> </li> </ul>
<b>2</b>	Junior Developer	B. E. / B. Tech / M.C.A. from a recognized institute / university OR 3 Years Diploma / degree in Computer science / application from a recognized institute OR Graduate with 1 Years Diploma / degree in Computer application from a recognized institute.	Mainly resources would be required with experience as given in point (a) below. However, few resources would also be required with experience as mention in point (b) and (c). (a) Minimum 2 Years in Software development project in an Enterprise environment on: <ul style="list-style-type: none"> <li>○ J2EE platform (ver. 1.5 or above)</li> <li>○ Struts (ver. 1.2 or above),</li> <li>○ Spring</li> <li>○ Hibernate (ver. 3 or above),</li> <li>○ Sql, PLSql</li> <li>○ CSS, Java Script,</li> <li>○ Ajax</li> <li>○ Web Services</li> <li>○ Forms</li> <li>○ UI Designer, Jasper, etc</li> <li>○ Bootstrap</li> <li>○ Angular JS</li> </ul>

Sr. No.	Resource Details	Minimum Educational Qualifications	Experience & Skill Set
			(b) At least one of the resource should have experience in SQL/PLSQL. (c) Minimum 2 Years in WEB Services development in an Enterprise environment on: <ul style="list-style-type: none"> <li>○ J2EE platform Spring(ver. 3 or above), Hibernate (ver. 3 or above), Spring Jersey Rest</li> <li>○ Groovy and Grails framework</li> </ul> PHP (d) Oracle Forms(12c) Development with minimum experience of 2 years

## 4.7 Optional Items - Additional Resources (Onsite):

### 4.7.1 Requirement 1:

Besides the resources with experience mentioned in section 4.5 & 4.6 above, during the contract period SIDBI may also require additional resource(s) having experience in following other technologies:

1. **Java Development Related:** Java J2EE, DB Design, GUI Design, Ajax, Web Services (APIs), Report Writing (Crystal), MySQL etc,
2. **Microsoft Dot Net Platform:** .NET 4.0 or above /C# / SQL Server 2008 / WCF/WPF etc.
3. **Oracle Technology:** Oracle Forms & Reports, Oracle APEX, ORDS, PLSql, Power BI etc.
4. **Mobile Technology:** Native technologies like Android, iOS, Windows 8.1/10. Hybrid and web technologies like, Java, REST API, HTML5, JavaScript, CSS, bootstrap, AngularJS, Ionic framework, jquery mobile, Apache Cordova or any other development technologies found suitable during requirement analysis.

On need basis, successful bidder is required to provide the required resources with required technologies.

Vendor is not required to separately specify the cost (man-month rate) for resources on above technologies. Cost of resources will be arrived by taking corresponding cost of respective category i.e. Senior developer or Junior Developer, as mentioned in **Commercial Bid (Annexure XVI)**.

#### 4.7.2 Requirement 2:

**Other Resources:** Web Designer, Database Designer, Technical Architect, Business Analyst, Test Lead, Technical Writer, Tester, Data Analyst, Integration / Information Security Architect, Middleware expert, Customer journey specialist, UX design framework specialist, UI component specialist.

Rates for Resources (under Requirement 2), having minimum **four years' experience** in respective area, to be specifically mentioned by the vendor in the **Commercial Bid (Annexure XVI)**.

SIDBI reserves the right to take / not to take the services of the optional items mentioned at **section 4.7**.

### 4.8 Offshore Development / Maintenance of applications

This will include development / enhancement of applications, modules and its maintenance thereafter, as per the requirement of the Bank at service provider's own facility using back-end resources on project basis as per mutually agreed time-lines.

The service provider will be required to provide off-site services towards development, maintenance and support of Applications on project basis (whether existing or new) along with performance tuning, version maintenance, documentation etc. comprising of all activities towards development / maintenance of application life cycle. The applications would be required to be deployed on UAT and production environment at SIDBI data Centre or any other setup as required by SIDBI or its associates/ subsidiaries. Additionally, Vendor may be required to provide maintenance support for all the applications developed under the project as per the Objective /Scope of Work/Statement of Work.

The development / enhancement of applications comprises of various technical aspects / features. The cost of any development / enhancement will be computed based on the total of mutually agreed Person-Day efforts with the selected bidder. A person month will comprise of 26 days to arrive at person day rate for Offshore development.

SIDBI reserves the right to take / not to take the services for Off Shore Development / Maintenance of Applications as mentioned at **section 4.8**

### 4.9 Working Days / Hours (Onsite)

1. SIDBI office time and holiday calendar shall be applicable for resources deployed on site.
2. Following is the service window to be followed by Vendor:

Service Scope	Service Window
Working hours will be advised to the selected bidder. Staggered duty may be considered beyond normal office hours, if required.	As per SIDBI's working hours; Presently 8 hrs x 5 days (Monday to Friday)

## 4.10 Leaves and Holidays

1. SIDBI holidays will be applicable for the hired resources deployed onsite. In case required, the resources will have to work beyond normal working hours and holidays.
2. In case of resource requirement on holiday /Saturday/ Sunday, on advice from SIDBI, resources should work on holiday / Saturday / Sunday also. For this extra day of working, SIDBI will compensate either by (decision to select the mode of compensation is with SIDBI on case to case basis):
  - a) additional payment, on the basis of proportionate amount (person-day rate) of the cost of respective year mentioned for respective category as mentioned in Commercial Bid.

**OR**

- b) Compensatory off may be given to the respective resource (which should be utilized by the resource within a period of 3 months)
3. A person month will comprise of 22 days to arrive at person day rate for broken periods less than one month for resources deployed onsite.
4. A person month will comprise of 26 days to arrive at person day rate for Off Shore development.

## 4.11 Responsibilities of Project Manager

The service provider will be required to identify Project Manager for SIDBI. Project Manager plays the role of single point of contact (SPOC) for the project.

Project Management/Governance responsibilities would primarily cover the following:

- a. To ensure Services Delivery and resource management.
- b. To prepare project Plan, Managing the contingencies, resource management & logistics while maintaining Service delivery.
- c. Risk identification and mitigation strategy.
- d. To design, implement and demonstrate processes
- e. Training for its resources.
- f. To factor resource redundancy plan for better continuity and reliability of services.
- g. To create documentation for all the processes in line with quality standards.
- h. Smooth taking over of the IT Projects during the transition phase.
- i. Overall responsibility for delivery of services as per Scope and Service Level Agreement (SLA).
- j. Act as a primary interface to SIDBI for all matters that can affect the baseline, schedule and cost of the project.
- k. Maintain project communications with stakeholders of SIDBI.
- l. Provide strategic and tactical recommendations in relation to technology related issues and technology improvement.



- m. Provide escalation to Service Provider's senior management if required.
- n. Resolve deviations from the phased project plan.
- o. Conduct regularly scheduled project status/ review meetings involving officials of the Service Provider and SIDBI.
- p. Submission of all periodic reports
- q. Preparatory activities and submission of all related information required to facilitate SIDBI in clearing invoices submitted by SP.
- r. In case of Off Shore development, Project Manager will be SPOC and needs to co-ordinate with Off Shore development team for ensuring end to end delivery of the project.
- s. For any reason, if any technical issue could not be resolved by the resources, the Project Manager / Team Leader should escalate the technical issue with the bidder company for expert advice and if required, call the expert at SIDBI location (with approval from SIDBI) for resolving the issue. Align expertise from its respective backend technology practice/tower/vertical in the organisation to attend any critical technical issue as and when required. These services would be in addition to the resources deployed on-site in SIDBI premises. It may be noted that SIDBI will not allow remote access of its data or systems for attending to any technical problem. SIDBI will not pay any additional amount for this service.

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#### **4.12 Responsibilities of Team Leader**

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SIDBI will identify a Senior Developer deployed on-site as Team Leader.

- 1. Team Leader is required to steer all of the on-site projects with respect to Project Plan, Schedules, Resource Management, system design, Integration testing, Code Review, providing weekly / monthly project report and Review of pending / on-going / future tasks as per requirement
- 2. Should have sound technical knowledge on database and technologies being used as part of the project.
- 3. To ensure KRAs (Key Responsibility Area) are complied.
- 4. In addition to close monitoring and ensuring the KRAs team leader will also be responsible for the following:
  - a) Guide the team by using Industry best practices and coding standards (including the Standards that are defined at SIDBI)
  - b) Prepare and help team to prepare the design;
  - c) Build and maintain high team morale
  - d) Quality with on time delivery of agreed deliverable
  - e) Co-ordinate with the team in doing Unit and Integration Testing
  - f) Responsible for Code Review and Code Optimisation



## 4.13 Continuity of Resources

1. Successful bidder is required to take utmost care in identifying the resources to be deployed at SIDBI location, as the resources deployed should continue in the project for long time (minimum 1 year) and should not leave the project in short period without written approval from SIDBI.
2. Identified Project Manager and Team Lead should continue at the site across the contract period (i.e. 3 years) except in the case of retirement, resignation or termination of the employment.
3. Resources deployed at SIDBI site, should not be removed from the site by the vendor without prior written approval from SIDBI. If any resource to be replaced from SIDBI location, an advance notice of at least 30 days to be given to SIDBI.
4. Only after prior written approval from SIDBI, resources can be replaced.
5. Any shortfall in notice period will be treated as absence and corresponding liquidated damages would be applicable. Also, the replacements, if necessary, need to be done in a staggered manner, so as no two resources to be replaced at a time.
6. A resource shall be considered absent if allowed leave of absence has already been availed for the month and no standby resource has been arranged.
7. Necessary stand-by resource with similar profile should be arranged during absence of any regular resource on account of leave or any other reason if the leave of absence is more than 5 working days.
8. The permanent shadow resource / extra resource with matching profile / experience may only be provided based on written approval from SIDBI. Presence of one shadow resource on any day will be adjusted against absence of one regular resource for that day.
9. New resources (who will replace the existing resources) to be deployed at SIDBI location at least 15 days before the date of relieving of existing resources. I.e., a transition period of 15 days is required. No additional payment will be made by SIDBI for this purpose. Not doing so, will be considered as absent for the purpose of levying liquidated damages in addition to the shortfall in notice period, if any.
10. No resource deployed at SIDBI location is allowed to be elevated to next level within a period of 2 years (irrespective of his / her position at bidder company) and resource should work at the site minimum for a period of 2 years in the same position.

11. Service provider and all the deployed staff members will be required to sign the declaration form as per bank's IT security policy or any other similar guideline.
12. No additional resources should be deputed at SIDBI location without prior written approval from SIDBI. If required, SIDBI may deploy additional resources from other vendor(s). Under such cases all the team member (including resource from other vendor) would form part of the team and will be managed by team lead (SPOC).

## 4.14 Service Criteria – Maintenance & Support (Off Shore Development)

### 4.14.1 Problem Identification

Severity Level	Problem Type
Level_1	<ol style="list-style-type: none"> <li>1. Any problem due to which users cannot access the application due to malfunction of application</li> <li>2. Showstoppers involving major functional failure in the solution. There are no usable workarounds available to troubleshoot the problem.</li> <li>3. Interface integration issue with backend systems stopping data flow.</li> </ol>
Level_2	<ol style="list-style-type: none"> <li>1. Any incident which is not a showstopper, for which an acceptable workaround has been provided by the Bidder</li> <li>2. Moderate functional restrictions in the solution irrespective of the cause. Has a convenient and readily available workaround.</li> <li>3. All other bugs/performance issues not defined in "Level 1"</li> <li>4. Security related Audit observations under High &amp; Medium category</li> </ol>
Level_3	<ol style="list-style-type: none"> <li>1. Test, Migration and Training Infrastructure and Solution</li> <li>2. Security related Audit observations under Low category</li> <li>3. Any other issues not defined in Level 1 &amp; Level 2</li> </ol>

### 4.14.2 Incident Response and Resolution

Issue Classification	Response Time	Resolution Time
Level 1	30 Minutes	2 Hours
Level 2	2 Hours	By Next 3 calendar date
Level 3	Next working day	As per agreed timelines

- Date/Time stamp of the incident reporting & resolution mail shall be considered for SLA.
- If service provider provides any incident reporting software/tool to bank, incident report as generated from the software/tool shall be considered for SLA.

## 4.15 Liquidated Damages

### 4.15.1 Liquidated damages for delay in deployment of Onsite resource(s)

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

For delay <= 7 days	For delay > 7 days
110% of the Man day cost	120 % of the Man day cost

### 4.15.2 Liquidated damages for absence of Onsite resource(s)

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

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

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

Note: Un-availed leave (if any) will carry forwarded to next month. In case of change of resource (refer to **Clause 4.13**), un-availed leave by earlier resource will lapse and not be carried / clubbed with new resource.

### 4.15.3 Liquidated damages for delay in development and enhancement having agreed delivery time of more than 7 days (OffShore Development)

In the event of failure to submit the deliverables within the stipulated completion period, the liquidated damages are payable by the vendor at 1% (One percent) of the cost of corresponding project, for each week of delay or part thereof. However, the total liability of the vendor under this clause shall be restricted to 10% of the cost of corresponding project.

### 4.15.4 Liquidated damages for delay in Maintenance and support (Off Shore Development):

In the event of failure to submit the resolution within the stipulated completion period, the liquidated damages are payable by the vendor as per table given below. However, the total

liability of the vendor under this clause shall be restricted to 10% of the AMC cost of corresponding project.

Issue Classification	Resolution Time	Liquidated Damages
Level 1	2 Hours	0.5% for each hour of delay or part thereof.
Level 2	By Next 3 calendar date	0.5% for each day of delay or part thereof.
Level 3	As per agreed timelines	0.5% for each week of delay or part thereof.

#### 4.16 Backend Technical Support / Tower Matrix

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

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

#### 4.17 Statutory & Regulatory Compliance

The bidder should ensure all statutory and regulatory compliance towards :

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

## **5. Evaluation Methodology**

### **5.1 Objective**

1. The objective of this evaluation methodology is to facilitate the selection of one Service Provider (SP) fulfilling selection criteria and providing professional services at optimal cost.
2. The selected bidder will be entrusted with end-to-end responsibility of management of Web Applications and Services of the bank for the period of three (03) years. Initially, order will be placed for one year with selected service provider and the same will be renewed on yearly basis based on review of satisfactory performance during past year.

### **5.2 Evaluation process**

1. The Bank has adopted a Three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - i. Minimum Eligibility / pre-qualification Criteria
  - ii. Technical Evaluation
  - iii. Commercial Evaluation
2. The Bank shall, first evaluate the response submitted against 'Minimum Eligibility / pre-qualification' criteria and based on its evaluation, 'Technical bids' shall be opened only for the bidders qualifying the eligibility criteria. The final selection will be done based on the commercial evaluation (L1) of technically short listed bidders.
3. The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.
4. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail/Fax), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.

### **5.3 Preliminary Examinations**

1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For the purpose of this clause, a substantially responsive Bid is one, which conforms to all the essential and mandatory requirements and / or contains reservations with regard to the critical and essential terms and conditions of the Bidding Document without material deviations.
4. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, Force Majeure etc. will be deemed to be a material deviation.
5. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.
6. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
7. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
8. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
9. The bidder should satisfy the pre-qualification criteria as specified in the tender.

## 5.4 Evaluation of Eligibility Criteria

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

Sr. No.	Criteria	Documents to be submitted as a proof
1	The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.	<ul style="list-style-type: none"> <li>• Partnership firm: Certified copy of Partnership Deed.</li> <li>• Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business.</li> <li>• Reference of Act/Notification</li> </ul>
2.	The bidder should be in the field of application development / maintenance for last 3 (three) years as on 30 <sup>th</sup> June, 2019.	Copy of Work order / agreement along with completion certificate for completed projects.

3	The Bidder should have made cash profit in at least 2 years out of last 3 financial years out of Indian Operations.	Chartered Accountant (CA) certificate and copies of last three years' profit and Loss statement and balance sheet
4	The Bidder should have minimum SEI CMM Level 3 or higher certification and the certificate should be valid as on June 30, 2019.	Copy of the same is to be attached
5.	The Bidder should have a minimum number of 200 full time professional staff.	Certificate to this effect signed by Statutory Auditor of the Bidder
6.	The Bidder should have an office registered and its development centre in India.	Self-declaration with address and contact details on letter-head signed. by authorized signatory of the Bidder
7.	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.	<ul style="list-style-type: none"> <li>• Letter of undertaking to this effect on company's letter-head signed by authorized signatory of the Bidder</li> <li>• Provide declaration as per Annexure-IV</li> </ul>
8.	Compliance of Statutory & Regulatory guidelines towards clause # 4.17 under Chapter 4.	Self declaration on company's letter-head duly signed by authorized signatory of the bidder

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

Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with the eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation. Bank reserves the right to cancel the bid / call for clarifications in this regard. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

## 5.5 Technical Evaluation

The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria.

The criteria for evaluation of technical bids are as under:



Sr. No.	Criteria	Evaluation Parameters	Max. Scores	No. of project to get full marks
1	The Bidder should have application development / maintenance experience in following technologies in last 3 (three) years i.e. from July 1, 2016 onwards:			
i	Experience in Java based application development projects	Each project reference would carry 5 marks	25	5
ii	Experience in development and implementation of API / Web Services	Each Project reference would carry 5 marks	10	2
iii	Experience in Mobility / Social Media / Mobile Apps	Each project reference would carry 5 marks	15	3
iv	Experience in Oracle development technologies (Oracle Forms & Reports OR APEX 11g or above)	Each project reference would carry 5 marks	10	2
v	Experience in .NET technologies	Each project reference would carry 5 marks	5	1
2	Experience in providing resources for software development at the customer site in last 3 (three) years i.e. from July 1, 2016 onwards	Each reference would carry 5 marks	25	5
3	Presentation to showcase development capabilities	Presentation of: <ul style="list-style-type: none"> <li>• One or maximum two web applications; AND</li> <li>• One or maximum two Mobile applications</li> </ul>	10	
<b>Total Marks</b>			<b>100</b>	

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

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

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

3. 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.

- A. **Relative Technical Score (RS<sub>Tech</sub>)** 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<sub>Tech</sub>** = Relative score obtained by the bidder  
**T** = Technical score obtained by bidder  
**T<sub>High</sub>** = Highest Technical score secured among the Bidders

- B. Technical Bids receiving RSTech greater than or equal to a score of 75 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- C. If less than 3 bidders qualify as per above criteria (RSTech >= 75), SIDBI reserves the right to short list top 3 (three) bidders subject to RSTech >= 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 criteria in previous phase, will be taken for commercial evaluation. Bidders who do not qualify the technical evaluation will not be invited for opening of commercials.
2. The date for opening of commercial bids will be separately advised.
3. SIDBI will award the contract to the successful bidder 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) for 03 Years**, calculated as under:

$$\begin{aligned} \text{GTC} = & \text{Net Present Value (NPV) of yearly quoted Cost of Onsite resources for the} \\ & \text{three years} + \text{Forward transition cost} + \text{Notional cost of off-shore} \\ & \text{development i.e. ( NPV of (2 man-month cost of year 1 for new} \\ & \text{development) + NPV of (2 man-month cost of year 2 for new development)} \\ & \text{+ NPV of (2 man-month cost of year 3 for new development) ) + AMC value} \\ & \text{of Offshore development/maintenance i.e. ( NPV of (2 man-month cost of} \\ & \text{year 1 for new development) + NPV of (2 man-month cost of year 2 for new} \\ & \text{development) + NPV of (2 man-month cost of year 3 for new development)} \\ & \text{+ (Sum of Man-month rates of Resources-Optional (Requirement-2)} \\ & \text{Onsite)/4)} \end{aligned}$$

Net Present Value (NPV) of the yearly cost of Onsite resources 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 8.5% per annum.

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

$$\text{TPC} = \text{Quoted Cost of Onsite resources for the three years} + \text{Forward Transition Cost}$$

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## 5.7 Arithmetic errors correction

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1. 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 vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
  - iv. If the unit price quoted by the bidder 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 bidder shall be taken as correct.
  - v. The bidders, 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.

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## 5.8 Final Selection of the Eligible Bidder

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The vendor 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.

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## 5.9 Issue of purchase order and renewal of Contract

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1. Contract period is from November 01, 2019 to October 31, 2022.
2. Initial Order will be given for one year i.e. starting from November 01, 2019 to October 31, 2020.
3. At the end of each year, SIDBI will review the performance of the contract. Subject to satisfactory performance for the reviewed period, SIDBI may further renew the contract

with the vendor for next year. In case of non-satisfactory performance, SIDBI will not renew the contract with the vendor.

4. It may also be mentioned that, if required, SIDBI has the right to extend the contract for a period of not less than 1 month (up-to 1 year). Vendor is required to un-conditionally accept the same. Cost of the extended period would be as per the rates quoted for the third year as mentioned in Commercial bid

## **6. Terms and Conditions**

### **6.1 General**

1. The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
2. Information provided in this RFP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RFP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
3. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
4. SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this 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 Bidder, and / or to respond to any representations.
5. SIDBI reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website.
6. Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidders' 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 services specified under this RFP.
9. Bidder must be ready to accept the extension of the contract by a further period of maximum 12 (twelve) months on the same terms and conditions, if so desired by SIDBI.
10. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.
11. Resources can be hired by Associates of SIDBI also at the contracted rates, however, order will be placed directly by the Associate Institute to the selected vendor and payment will also be made directly by the Associate Institute to the vendor.

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## **6.2 Clarification of Bids**

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1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in Bid Information Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
1. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted by date as mentioned in 'Critical information' section of RfP. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
2. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the website. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.
3. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail/letter), and no change in the price of substance of the Bid shall be sought, offered or permitted.
4. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.

5. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

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### **6.3 Amendment to the bidding document**

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1. At any time prior to the deadline for submission of Bids, SIDBI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RFP by amendment and same will be placed on the bank's website for information of all prospective Bidders.
2. The amendment will be posted on Bank's website [www.sidbi.in](http://www.sidbi.in) and CPP portal.
3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

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### **6.4 Language of Bid**

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

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### **6.5 Rules for Responding to the RFP**

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1. The responses to the RFP would be deemed to be legal documents and will form part of the final contract. Bidders are required to attach a '**Letter of competence**' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in [Annexure-VII](#).
2. Bidders 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 Bidder, which posed the question, will remain anonymous.
3. Any part of the response either technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the bank.
  4. SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of SIDBI, the information furnished is incomplete or the Bidder does not qualify for the contract.
  5. The bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be rejected.
  6. The Bidder must submit the response exactly in the formats mentioned in this 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 bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant additional information.
  7. By submitting a proposal, the Bidder agrees to promptly contract with SIDBI for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with SIDBI within stipulated time will relieve SIDBI of any obligation to the Bidder, and a different Bidder may be selected.
  8. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by SIDBI.
  9. Responses received after the due date / time would be considered late and shall not be accepted or opened. Late received bids shall be returned un-opened.
  10. SIDBI would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the bid to the Bidder.
  11. SIDBI shall not be liable for costs incurred during any discussion on proposals or proposed contracts or for any work performed in connection therewith.
  12. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description of the product being

offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

13. Responses received become the property of SIDBI and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
14. The Bidders shall adhere to the terms of this RFP document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this 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.

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## **6.6 Bid Security & Performance Guarantee**

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### **6.6.1 Bid Security / Earnest Money Deposit (EMD)**

1. All the responses must be accompanied by a refundable interest free security deposit of amount of ` 5,00,000/- ( **Five Lakh only**) in the form of Demand Draft/ Pay Order 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 Lucknow 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 XIII – 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 Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
- ii. Bidder 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 Bidder fails to accept and sign the contract as specified in this document within time stipulated by SIDBI for any reason whatsoever; or
- iv. In case the successful Bidder fails to provide the performance guarantee within 15 days from the date of issuing the Letter of Intent / 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 bidder from subsequent bidding for a period of not less than 3 years.

6. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:
  - i. Receipt of the signed contract and performance security from the successful bidder. **OR**
  - ii. The end of the bid validity period, including extended period (if any), **OR**
  - iii. Issue of Letter of Intent / Purchase order to the successful bidder
7. Successful bidder 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. (For MSMEs, refer Clause 2.1 Point No.3)

### 6.6.2 Performance Bank Guarantee (PBG)

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to **10%** of the total contract value for one year. The year having highest contract value will be used for calculation of value of PBG. The performance guarantee will be valid till at least three months beyond the expiry of the contract period i.e. till January 31, 2020. The performance security is to be submitted within ONE month from the date of award of

- contract as per the format provided by Bank. The guarantee should be from a scheduled commercial bank only.
2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
  3. In case of expiry of BG prior to project completion, the bidder 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.
  4. The Performance Bank Guarantee would be returned to the successful Bidder 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 Bidder.
  5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
  6. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by SIDBI.
  7. If aggregated liquidated damages exceeds 10% of the aggregate cost of all orders placed for the corresponding year, SIDBI will inter-alias, be at liberty to invoke the performance guarantee within the ambit of Section 6.7 (2) hereinafter in addition to other remedies available to it under the contract or otherwise.
  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 Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

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## **6.7 Forfeiture of performance security**

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

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

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

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## **6.9 Period of Validity of Bids**

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1. Prices and other terms offered by Bidders must be firm for an acceptance period of six (6) months from last date for submission of bids as mentioned in 'Critical information' sheet.
2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

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## **6.10 Deadline for submission of Bids**

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1. The bids must be received by the Bank at the specified address not later than date mentioned in 'Critical Information', given in the beginning of this document.
2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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## **6.11 Late Bids**

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

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

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1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
2. The Bid modification or withdrawal notice must be on bidder's letterhead, signed by authorized signatory and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
3. No bid may be modified or withdrawn after the deadline for submission of bids.
4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

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

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

The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.

3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, bank at its discretion will proceed further with opening of the technical bids in their absence.
4. The Bidder name, and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of bid opening.
5. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

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### **6.14 Preliminary Examinations**

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1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning qualification criteria, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
6. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

## 6.15 Use of Contract Documents and Information

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

## 6.16 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 Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. SIDBI has the right to disqualify the Bidder whose clarification is not received by SIDBI by the stipulated time or is found not suitable to the proposed project.
4. SIDBI may appoint the services of an external consultant for evaluation of the bid proposal.
5. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
6. SIDBI may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of SIDBI contains any false or misleading claims or statements. SIDBI shall not be liable to any person for excluding or rejecting any such proposal.
7. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
8. SIDBI reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document. SIDBI would not give any clarification/explanation to the concerned bidder in case of such rejection.

9. SIDBI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
10. SIDBI will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and qualifying evaluation criteria. However, SIDBI shall not be bound to accept any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

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### **6.17 Contacting the Bank**

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

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### **6.18 Award of Contract**

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1. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the L1 Bidder.

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### **6.19 Conditional Bids**

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

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### **6.20 Commercial Bid**

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1. Non-refundable price of the bid has been fixed at `5,000/-. Bidder has to necessarily deposit `5,000/- ( Five Thousand 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 Lucknow. Any bid received without this shall be considered unresponsive and rejected.
2. **Currency** – The Bidder is required to quote in Indian Rupees ('INR'/ `). Bids in currencies other than INR may not be considered.
3. **Tax & Octroi** -The prices quoted would include all costs such as GST, sales tax, VAT, custom duties, transportation, out of pocket expenses, lodging and boarding expenses, service tax, Education cess, Swachh Bharat Cess, Krishi Kalyan Cess, Octroi etc., that need to be incurred (at current rate). No additional cost whatsoever would be paid.



4. **Validity of Bids** - The prices and other terms offered by Bidders must be firm for an acceptance period of six (6) months from date of opening of the commercial bids.
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. It would be bidder'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 bidder (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.
7. 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.

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## **6.21 No Commitment to Accept Lowest or Any Offer**

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

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## **6.22 Acceptance of the Services**

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After the transition period, the services will be accepted once all the requisite services deliveries have been commenced and requisite resources as per the agreement has been deployed at respective locations to the satisfaction of SIDBI. Service provider must obtain the signature of acceptance from SIDBI at appropriate time.

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## **6.23 Service Delivery**

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1. Successful Bidder / Service provider will be required to commence all the services with effect from **November 1, 2019**.



2. To meet SIDBI's requirements, as spelt out in the RFP, the Bidder must have the requisite experience in providing services in the field of Information Technology, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the services sought by SIDBI, for the entire period of the contract.
3. Project is based on delivery of on-site services at SIDBI's office premises as per defined 'Service Level Agreement' (SLA). Bidder is required to post certain number of resources under several categories on-site at SIDBI office as per its response to this RfP.
4. In addition to providing services as per service window defined in this RfP document, service provider is required to provide services on Saturdays /Sundays /Holidays in case of urgent requirement of the bank.
5. The Bidder would align its expertise from its respective backend technology practice/tower/vertical in its organisation to attend any critical technical issue as and when required. These services would be in addition to the resources deployed on-site in SIDBI premises. It may be noted that SIDBI will not allow remote access of its data or systems for attending to any technical problem.
6. Service provider must arrange for posting of staff members having requisite qualification, experience, skill-set etc. as mentioned in the "**Chapter 4: Project Scope**" of this document.
7. Time is the essence of this RfP/ Contract to be entered with the Successful Bidder, therefore, the Bidder must strictly adhere to the delivery schedule of the manpower and services identified in their proposal. Failure to do so will be considered as breach of the terms and conditions of the contract.
8. The Bidder undertakes to provide appropriate human as well as other resources required, to execute various tasks assigned as part of the project, from time to time.
9. SIDBI reserves the right to reduce resources anytime during the contract period without assigning any reason thereof, with a prior written notice of **30 days**. Payment of such resources shall be made on pro-rata basis till the date of stopping.

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## **6.24 Ownership of Delivered Services**

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The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services under the contract and be responsible for the services delivered. All the deliverables as per the scope of this RfP will become the property of the Bank.

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## **6.25 Application Integrity Statement**

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The selected Bidder, who will be awarded the contract, will be required to provide application integrity statement, in the format as prescribed by bank, along with

acceptance of the purchase order, declaring softwares/patch releases/ new versions developed under the contract shall be free of any malware, free of any obvious bugs and free of any covert channels in the code. Bidder will follow industry standards viz. Open Web Application Security Project (OWASP) guidelines during software development / maintenance.

## 6.26 Terms of Payment

### 1. Payment Terms

- a. Payment will be made **monthly** on submission of invoices. The service provider will submit invoices at the end of the month. The Bank will make the payment within 30 days subject to submission of invoices along with supporting documents / reports towards delivery of services. Applicable liquidity damages will be deducted to arrive at the payable for the month.
- b. First payment to the vendor will be payable after submission of Performance Bank Guarantee for an amount equivalent to 10% of the order value. The performance bank guarantee should be as per the format given in **Annexure -XIV**.
- c. All the payments will be made electronically through RTGS/ NEFT. Vendor to submit Bank Mandate Form (as per **Annexure -XII**) along with cancelled cheque in original before raising first invoice.
- d. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- e. TDS, if any, will be deducted while releasing the payment.
- f. All Payments will be made to the Bidder in Indian Rupee only.

### 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.

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

## **6.27 Taxes and Duties**

1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of services at site including incidental services.
2. The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.
3. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
4. **Tax deduction at Source** - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax

that may be levied in India on income and profits made by the Vendor in respect of this contract.

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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## **6.28 Addition / Deletion of qualified offerings**

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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 Bidder will have to prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Bidder will be liable to carry out such services as required by the Bank at mutually agreed terms and conditions.

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## **6.29 Expenses**

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

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

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

Liquidity Damages charged towards shortfall in achieving Service Level Requirement during the contract period has been defined in [Chapter – 4.15](#).

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

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

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### **6.31 Waiver**

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No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this 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.

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### **6.32 Execution of Agreement and NDA**

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

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### **6.33 Term and Termination**

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1. The contract shall commence on the effective date and continue for a period of THREE years thereafter. If so desired by SIDBI, contract may be extended for a maximum period of 12 months on the same terms and conditions.
2. 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 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 Bidder/ Service Provider at least 90 days' prior notice in writing. Without prejudice to the generality of the foregoing, the Bank will be entitled to terminate the contract, if Bidder breaches any of its obligations set forth in this RFP and subsequent contract and
  - a. Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
  - b. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.
4. The successful Bidder 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 Bidder 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 Bidder gives written notice, or
  - c. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bank to provide Bidder, within thirty (30) Working Days, with a reasonable plan to cure such breach.
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:
  - a. The rights granted to Bidder shall immediately terminate.
  - b. Upon Bank's request, with respect to, (i) any agreements for maintenance, services or other third-party services used by Bidder to provide the Services; and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavours to assign such agreements to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
  - c. Upon Bank's request in writing, Bidder will be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

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### **6.34 Subcontracting**

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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.

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### **6.35 Applicable laws**

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

1. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ resource/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.



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

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### **6.36 No Employer-Employee Relationship**

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

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

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### **6.37 Rights to Visit**

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



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

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### **6.38 Audit**

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1. The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.
2. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.
3. Audit under this clause shall be restricted to physical files related to this arraignment. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

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### **6.39 IPR Infringement**

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

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### **6.40 Indemnity**

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1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
  - a. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP document; and/or any subsequent agreement; and/or
  - b. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RFP document or any subsequent agreement; and/or

- c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
  - d. Breach of any of the term of this RFP document and/or of the agreement to be entered subsequent to this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder 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 Bidder or its employees or subcontractors.
  - f. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - g. Breach of confidentiality obligations of the Bidder contained in this RFP document; and/or
  - h. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this 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 Bidder in writing; and
  - b. Cooperates with the Bidder in the defence and settlement of the claims.
3. The Bidder shall not be liable for defects or non-conformance resulting from:
- a. Software, hardware, interfacing not approved by Bidder; or
  - b. Unauthorized modification of Software or any individual product supplied under this 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 Bidder where the unmodified version of the Deliverable would not be infringing.

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## **6.41 Limitation of liabilities**

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Save and except the liability under Section of 'IPR Infringement' in Clause 6.39 and indemnity provision in Clause 6.40 [1(f,g,h)] herein above, in no event shall either party be liable with

respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of bidder / service provider, arising at any time shall not exceed the total contract value.

## **6.42 Confidentiality**

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the 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.

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

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

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

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

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

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

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

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### **6.43 Corrupt and fraudulent practice**

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1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RFP and subsequent contract(s). In this context, the bidders are requested to note the following:
  - a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
  - b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission)

designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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## **6.44 Resolution of Disputes**

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1. It will be the Bank's endeavour to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
2. In case of Dispute or difference arising between the Bank and a Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
3. The Bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
4. Arbitration proceedings shall be held at Lucknow, 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 Lucknow, India only.
6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
8. No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

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## **6.45 Grievances Redressal Mechanism**

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

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## **6.46 Force Majeure**

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1. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract subsequent to this RFP is the result of an event of Force Majeure.
  2. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
  3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem
  4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.
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## **6.47 Miscellaneous**

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1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures.
2. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
3. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
4. Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
5. Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act



- or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfil the scope of this project.
6. Any publicity by Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.
  7. Bidder is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI that are consistent with the terms of the order. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.
  8. SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RFP.
  9. Personnel engaged by the bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the bidder and they shall have no claim to be appointed in the services of the bank. Bidder shall take suitable measures for them in this regard.
  10. In order to perform the services, the bidder 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.
  11. All documents, report, information, data etc. collected and prepared by bidder in connection with the scope of work submitted to SIDBI 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 SIDBI for carrying out of any services with any third parties. The bidder / 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.
  12. 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 bidder 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 bidder.
  13. 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 the Bank or any of its employees/ officers/ staff/ representatives/personnel/agents. Staff deployed by the bidder shall never be deemed to be appointed by the Bank nor shall they be under its service conditions. The vendor 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.

14. 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 bidder and the Bank.



## 7. Annexures

### Annexure I – Eligibility Bid – Covering Letter

(To be submitted on Bidders Company letter head)

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

The General Manager  
Small Industries Development Bank of India,  
Information Technology Vertical  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow - 226001  
Uttar Pradesh

Dear Sir,

#### **APPLICATION SOFTWARE DEVELOPMENT SERVICES**

1. We, the undersigned, offer to submit our bid in response and accordance with your **RfP No. ITV/19072019/OUT/01871 dated July 22, 2019** 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 **180 days** from the date of last day for submission of offer (Bid).
3. If our offer is accepted we undertake projects for application software development services for a period of three years starting from **November 01, 2019 to October 31, 2022**.
4. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.
6. We understand that the Bank is not bound to accept any proposal it receives.

Yours sincerely,

Authorized Signatories

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

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

Company Seal:

**Annexure II – General Information about Bidder**  
(To be submitted on Bidders Company letter head)

**RfP No. ITV/19072019/OUT/01871 dated July 22, 2019**

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

10	<b>Contact Details of Bidder's authorized representative to make commitments to SIDBI.</b>		
A	Name		
B	Designation		
C	Land Line No. (with STD code)		
D	Mobile No.		
E	Fax No. (with STD code)		
F	Mail Id		
11	<b>Financials (for last three years)</b>		
	<b>Parameter</b>	<b>FY</b>	<b>Amount in lakh</b>
A	Annual Turnover	2016 - 2017	
		2017 - 2018	
		2018 - 2019	
B	Cash Profit	2016 - 2017	
		2017 - 2018	
		2018 - 2019	
C	Net worth	2016 - 2017	
		2017 - 2018	
		2018 - 2019	
D	CA certificate attached for a, b, c above.	<b>(Yes / No)</b>	
E	1. Audited balance sheet and 2. P/L account attached.	<b>(Yes/ No)</b>	

**Authorized Signatories**

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

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

Company Seal:

**Note**

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

to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.

- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

**Annexure III – Minimum Eligibility Criteria**

(To be submitted on Bidders Company letter head)

**RfP No. ITV/19072019/OUT/01871 dated July 22, 2019**

S.N.	Pre-Qualification Criteria	Bidder Compliance (Yes / No)	Page No. of Response where proof is attached.
1	<p>The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.</p> <p><b>Proof:</b></p> <ul style="list-style-type: none"> <li>• Partnership firm: Certified copy of Partnership Deed.</li> <li>• Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business.</li> <li>• Reference of Act/Notification</li> </ul>		
2	<p>The bidder should be in the field of Web based application development / maintenance for last 3 (three) years as on 30<sup>th</sup> June, 2019.</p> <p><b>Proof:</b></p> <p>Copy of Work order / agreement along with completion certificate for completed projects.</p>		
3	<p>The Bidder should have made cash profit in at least 2 years out of last 3 financial years out of Indian Operations.</p> <p><b>Proof:</b></p> <p>Chartered Accountant (CA) certificate and copies of last three years' profit and Loss statement and balance sheet.</p>		
4	<p>The Bidder should have minimum SEI CMM Level 3 or higher certification and the certificate should be valid as on June 30, 2019.</p> <p><b>Proof:</b></p> <p>Copy of the same is to be attached</p>		
5	<p>The Bidder should have a minimum number of 200 full time professional staff engaged in software development.</p> <p><b>Proof:</b></p> <p>Certificate to this effect signed by Statutory Auditor of the Bidder</p>		
6	<p>The Bidder should have an office registered and its development centre in India.</p> <p><b>Proof:</b></p>		

	Self declaration with address and contact details on letter-head signed. by authorized signatory of the Bidder.		
7	<p>The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.</p> <p><b>Proof:</b></p> <ul style="list-style-type: none"> <li>Letter of undertaking to this effect on company's letter-head signed by authorized signatory of the Bidder</li> <li>Provide declaration as per Annexure-IV</li> </ul>		
8	<p>Compliance of Statutory &amp; Regulatory guidelines towards clause # 4.17 under Chapter 4.</p> <p><b>Proof:</b></p> <p>Self declaration on company's letter-head duly signed by authorized signatory of the bidder</p>		

**Format for Details of Projects:**

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

**Authorized Signatories**

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

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

Company Seal:

**Note**

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



to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.

- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

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

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

To

The General Manager  
Small Industries Development Bank of India,  
Information Technology Vertical  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow - 226001  
Uttar Pradesh

Dear Sir,

**Declaration regarding Clean Track Record**  
**RfP No. ITV/19072019/OUT/01871 dated July 22, 2019**

I have carefully gone through the Terms & Conditions contained in the **RfP No. ITV/19072019/OUT/01871 dated July 22, 2019** regarding selection of the vendor for Application Software Development Services for a period of three years.

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

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

Authorized Signatories

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

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

Company Seal:

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

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

To

The General Manager  
Small Industries Development Bank of India,  
Information Technology Vertical  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow - 226001  
Uttar Pradesh

Dear Sir,

**Conformity of Hardcopies****RfP No. ITV/19072019/OUT/01871 dated July 22, 2019**

We, the undersigned bidders, 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:

**Annexure VI – Statement of Deviations****RfP No. ITV/19072019/OUT/01871 dated July 22, 2019****(To be submitted on Bidders Company letter head)**

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

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

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

Authorized Signatories

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

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

Company Seal:

**Annexure VII – Letter of Competence**

**RfP No. ITV/19072019/OUT/01871 dated July 22, 2019**

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

This is to certify that we [Insert name of Bidder], address.....are fully competent and eligible to undertake and successfully deliver the scope of services mentioned in the above 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:

**Annexure VIII – Power of Attorney**

**RfP No. ITV/19072019/OUT/01871 dated July 22, 2019**

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

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_, 2019, We \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint **<Name>**, **<Employee no.>**, **< Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Small Industries Development Bank of India' ("SIDBI") relating to Request for proposal **No. ITV/19072019/OUT/01871 dated July 22, 2019** for "Application Software Development Services " and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:

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

\_\_\_\_\_  
Attested

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

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

To

The General Manager  
Small Industries Development Bank of India,  
Information Technology Vertical  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow - 226001  
Uttar Pradesh

Dear Sir,

**Letter of Conformity**

**RfP No. ITV/19072019/OUT/01871 dated July 22, 2019**

We, the undersigned bidders, having read and examined along with terms and conditions the aforesaid RFP document on "**Application Software Development Services**", 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:

**Annexure X – Commercial Bid – Covering Letter**  
**(To be submitted on Bidders Company letter head)**

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

To

The General Manager  
Small Industries Development Bank of India,  
Information Technology Vertical  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow - 226001  
Uttar Pradesh

Dear Sir,

**Commercial Bid – Covering Letter**

**RfP No. ITV/19072019/OUT/01871 dated July 22, 2019**

I, the undersigned, offer to provide services for the above-mentioned project, in accordance with your **RfP No. ITV/19072019/OUT/01871 dated July 22, 2019** on “**Application Software Development Services**” and our proposal (Technical and Commercial Proposals) dated **[Date]**. 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:



**Annexure – XI 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 "**Application Software Development Services**" as per scope defined in the Request for Proposal (RFP) **RFP No. ITV/19072019/OUT/01871 dated July 22, 2019** 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:

**Annexure – XII Bank Mandate Form**  
**(To be submitted in Duplicate)**

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

1. Name of Borrower / vendor / supplier: \_\_\_\_\_

2. Vendor Code (if applicable): \_\_\_\_\_

3. Address of the Borrower / vendor / supplier: \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ Pin Code \_\_\_\_\_ E-mail id: \_\_\_\_\_

Phone 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)		
<b>(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 &amp; code and Account Number)</b>			
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 : \_\_\_\_\_

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]

**Annexure – XIII 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. ITV/19072019/OUT/01871 dated July 22, 2019** for **Application Software Development Services** (Herein after called the ‘the RFP’’) to you.

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

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

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during 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 Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ` ...../- (Rupees ..... only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might

operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

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

This guarantee is valid until the ..... day of ..... And a claim in writing is required to be presented to us within 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 .....

.....

.....

**Annexure XIV – 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 , SWAVALAMBAN BHAVAN, 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 providing **Application Software Development Services (RfP No. ITV/19072019/OUT/01871 dated July 22, 2019)** 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 fulfilment 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 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 has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to \_\_\_\_\_ (Rupees \_\_\_\_\_).
10. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) \_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of 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) fulfillment of the purpose for which this guarantee was issued; or (c)\_\_\_\_\_ (date)“
15. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at Lucknow.

In witness where of we ..... have set and subscribed our hand and seal this .....day of .....2019.

SIGNED, SEALED AND DELIVERED.

BY

AT

- IN THE PRESENCE OF WITNESS :
- 1) Name .....
  - Signature.....
  - Designation.....
  
  - 2) Name .....
  - Signature.....
  - Designation.....

**Annexure XV – Pre-Contract Integrity Pact**  
(To be submitted by bidders 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 -----, 2019 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at SWAVALAMBAN BHAVAN, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to shortlist vendor for carrying out **Application Software Development Services (RfP No. ITV/19072019/OUT/01871 dated July 22, 2019)** and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER 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 BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

**2 Commitments of the BUYER**

2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to

the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facia 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 BIDDERS**

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

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

officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.

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

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

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

#### **4 Previous Transgression**

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

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

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.5,00,000/-** 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 Lucknow.
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be

applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

## **6 Sanctions for Violations**

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

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

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of

the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

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

## **8 Independent Monitors**

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

## **9 Facilitation of Investigation**

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

Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10 Law and Place of Jurisdiction**

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

**11 Other Legal Actions**

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

**12 Validity**

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

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

13 The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

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

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

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

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



**Annexure XVI – Commercial Bid Format**

**RfP No. ITV/19072019/OUT/01871 dated July 22, 2019**

**Application Software Development Services**

Amount in `

<b>I. Cost of Resources-Main (Onsite)</b>						
S.N.	Resource Categories (as per the scope of work)	Resource Quantity	Annual Cost			Total for 3 Years
			Year – 1	Year – 2	Year – 3	
1	Senior Developer	3				
2	Junior Developer	10				
<b>Total [A]</b>						
<b>Taxes &amp; Levies @ ____ % [B]</b>						
<b>Grand Total of Resources including tax [ C=A+B ]</b>						
<b>II. Cost of Forward Transition</b>						
<b>Activity</b>						<b>Cost ( ` )</b>
Forward Transition [D]						
Taxes & Levies @ ____ % [E]						
<b>Total cost of Forward Transition including tax [ F=D+E]</b>						
<b>Total Contracted cost for three years [ C+F ]</b>						

**Optional Items**

<b>I. Cost of new development (Off Shore)</b>				
Activity	Rate for Year – 1	Rate for Year – 2	Rate for Year – 3	Total Rate
	(1)	(2)	(3)	(1+2+3)
Person - Month rate for off-site development [ G ]				
<b>Taxes &amp; Levies @ ____ % [ H ]</b>				
<b>Total of Person – Month Rate [ I = G + H ]</b>				
<b>II.</b>				Rate (%)
<b>Activity</b>				
<b>Annual Maintenance Contract (AMC) rate of new developments (Off Shore) [J] (Subject to a maximum of 20%) In case any bidder bids AMC rate for more than 20%, it will be treated as 20%</b>				
<b>III. Man-month rate of Resources-Optional (Requirement-2) Onsite</b>				
S.N.	Resource Type			Person Month Rate [ I ]
1	Web Designer			
2	Database Designer			



3	Technical Architect	
4	Business Analyst	
5	Test Lead	
6	Technical Writer	
7	Tester	
8	Data Analyst	
9	Integration / Information Security Architect	
10	Middleware expert	
11	Customer journey specialist	
12	UX design framework specialist	
13	UI component specialist	
<b>Total – [L]</b>		
<b>Taxes &amp; Levies @ ___ % [M]</b>		
<b>Total of Person-month rates of Resources [N=L+M]</b>		

**Note: Bidders are requested to note the following:**

- Cost should be inclusive of all taxes.
- TDS will be deducted as per rules applicable.
- Purchase order would be placed for Total Project Cost (TPC).
- No additional terms and conditions should be imposed by bidders for submissions of commercial bids

**Calculation of Lowest Bidder (L1):**

L1 would be based on the **Grand total of Cost (GTC) for 03 Years**, calculated as under:

$$\begin{aligned}
 \text{GTC} = & \text{Net Present Value (NPV) of yearly quoted Cost of Onsite resources for the} \\
 & \text{three years} + \text{Forward transition cost} + \text{Notional cost of off-shore} \\
 & \text{development i.e. ( NPV of (2 man-month cost of year 1 for new} \\
 & \text{development) + NPV of (2 man-month cost of year 2 for new development)} \\
 & \text{+ NPV of (2 man-month cost of year 3 for new development) ) + AMC value} \\
 & \text{of Offshore development/maintenance i.e. ( NPV of (2 man-month cost of} \\
 & \text{year 1 for new development) + NPV of (2 man-month cost of year 2 for new} \\
 & \text{development) + NPV of (2 man-month cost of year 3 for new development))} \\
 & \text{+ (Sum of Man-month rates of Resources-Optional (Requirement-2)} \\
 & \text{Onsite)/4)
 \end{aligned}$$

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

$$\text{TPC} = \text{Quoted Cost of Onsite resources for the three years} + \text{Forward Transition Cost}$$

Date  
Place

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

**Annexure XVII – Technical Bid**

**RfP No. ITV/19072019/OUT/01871 dated July 22, 2019**

**Application Software Development Services**

Srl. No.	Parameters (Project experience for last Three years, starting from July 01, 2016 onwards)	Proof / Document Required	Attachment Tag <sup>\$\$</sup>
1.i	Experience in Java based application development projects	Please provide following details for all the projects: <ul style="list-style-type: none"> <li>• Work Order + Completion Certificates from the client for completed projects.</li> <li>• Brief details of the project delivery (Scope of the Project, Project Start Date, End Date, Order Value etc)</li> <li>• Contact details of the client (Person name, designation, phone, mobile, email)</li> </ul>	
1.ii	Experience in development and implementation of API / Web Services		
1.iii	Experience in Mobility / Social Media / Mobile Apps		
1.iv	Experience in Oracle development technologies (Oracle Forms & Reports OR APEX 11g or above)		
1.v	Experience in .NET technologies		
2	Experience in providing resources for software development at the customer site in last 3 (three) years i.e. from July 1, 2016 onwards		
3	Presentation	Date and time will be advised suitably	

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

Signature of Authorised Signatory

Seal of the Organisation

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