



***Request for Proposal
For
Resource deployment for
Mobile and Web Application/Services development***
मोबाइल एवं वेब एप्लिकेशन/सेवाओं के विकास के लिए संसाधन-
परिनियोजन

हेतु

प्रस्ताव का आमंत्रण

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
MSME Development Center
Plot No.C-11, 'G' Block, 3rd Floor,
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051
Website: www.sidbi.in

Tender No. 400/2016/1120/BYO/ITV
Date : 26-10-2015

Cost of RfP: ₹ 1,000/-

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1. Introduction and Disclaimers

1.1 Purpose of RfP

The purpose of RfP is to Outsource the Resource deployment for development, maintenance, support and enhancement of mobile and web-based applications for a period of one year under two Bid Systems viz. 1) Pre-qualification/ Eligibility Criteria and 2) Commercial bid.

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 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

1.4 Costs to be borne by Respondents

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

1.5 No Legal Relationship

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

1.6 Recipient Obligation to Inform Itself

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

1.7 Evaluation of Offers

Each Recipient acknowledges and accepts that SIDBI may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s). The RfP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

1.8 Acceptance of Selection Process

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

1.9 Errors and Omissions

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

1.10 Acceptance of Terms

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

1.11 Requests for Proposal

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

Contact	: R K Sharma
Position	: General Manager (ITV)
Email	: rksharma@sidbi.in
Telephone	: +91 - 22 - 67531228
Fax	: +91 - 22 - 67531236

SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

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

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

1.12 Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP response.

2. RfP Response

2.1 Critical Information

Events	Date	Time	
Last date for requesting any clarifications for pre-bid meeting	29-OCT-2015	04:00PM	
Pre Bid meeting (no clarifications would be accepted after pre-bid meeting)	02-NOV-2015	11:00AM	
Last date for submission of bids	06-NOV-2015	3:30 PM	
Address for Bid Submission	The General Manager (Systems) Small Industries Development Bank of India 3rd Floor, MSME Development Centre, Plot No. C-11, G Block Bandra Kurla Complex (BKC), Bandra (E) Mumbai - 400 051 Phone No. : 022-67531100 / 6753111229 Fax No. : 022-67531236		
Opening of Pre-qualification/ Eligibility bid	06-NOV-2015	04:00 PM	
Date and time of opening of commercial bids	To be intimated at a later date		
Contact details in SIDBI			
Name	Designation	Phone	E-mail
Avinash Ambarkhane	AGM	67531235	aavinash@sidbi.in
Asish Topdar	DGM	67531244	atopdar@sidbi.in

2.2 Bid Price

Non-refundable Bid Price of `1,000/- (One thousand only) by way of Banker's Cheque/ Demand Draft/ Pay Order favoring 'Small Industries Development Bank of India', must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

2.3 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit of ` 60,000/- (Sixty Thousand only) in the form of Demand Draft / Banker's Cheque drawn in favour of "Small Industries Development Bank of India" payable in Mumbai or Bank Guarantee as per format prescribed in **Annexure - IX**.

2.4 RFP Closing date

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

2.5 RfP Validity Period

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

2.6 Late RFP Policy

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

2.7 Receiving of RFP Response

Receiving of RFP response will be recorded by SIDBI in a 'Bid Receipt 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 preferable through hand delivery. If the submission to this notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents. 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,

2.8 Requests for information

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

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

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

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

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

2.9 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 enquiry will be entertained after pre-bid meeting.
2. It would be the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of the meeting.
3. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted on or before the date as indicated in the Critical Information sheet.. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and CPP Portal within 04 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

2.10 Disqualification

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

2.11 Selection process

Successful Bidder will be selected through **two** bids evaluation process:

- 1) Pre-qualification/ Eligibility evaluation
- 2) Commercial evaluation.

2.12 Details of Bids to be Submitted

Proposals along with the following documents must be submitted in a non-window sealed envelope super scribing "**RfP – Resource deployment for Mobile and Web Application/Services development**":

Envelope	Bid Contents	No. of Copies	Label of Envelope	Reference in RfP
I	Eligibility Bid i. DDs/ Instruments towards Bid Price & Earnest Money Deposit (EMD) or Bank Guarantee as per Annexure IX. ii. Eligibility Bid – Covering letter as per format prescribed in Annexure-I iii. Response to Eligibility Criteria as per format prescribed in Annexure-II iv. Power of Attorney as per format prescribed in	Hardcopy – 1 Editable Softcopy - 1	"Eligibility Bid for Resource deployment for Mobile and web Application/services development – Rfp No. 400/2016/1120/BYO/ITV "	Chapter 9

Envelope	Bid Contents	No. of Copies	Label of Envelope	Reference in RfP
	<p>Annexure-IV v. Letter of competence as per format prescribed in Annexure-VII vi. Non-disclosure Agreement as per Annexure VIII.</p>			
II	<p>Commercial Bid i. Commercial Bid Covering letter as per format prescribed in Annexure-III Response to Commercial Bid as per format prescribed in Annexure-III</p>	Hardcopy – 1	“Commercial Bid for Eligibility Bid Resource deployment for Mobile and web Application/services development – Rfp No. 400/2016/1120/BYO/ITV “	Chapter 9

1. Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “**Bid for Resource deployment for Mobile and Web Application/Services development – Rfp No 400/2016/1120/BYO/ITV**”.
2. All the individual envelopes must be super-scribed with the following information as well:
 - i) Name of the bidder, Contact Number and e-mail id.
3. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
4. Envelope I should also contain softcopies of respective response documents.

2.13 Important

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

1. Authorized signatory must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. The RfP is hosted on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and CPPP. Bidders must have close watch on website and CPPP during the intervening period before submitting response to RfP.

3. Background

3.1 About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990.

The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over the period of time, now meet almost all the requirements of sector which fall into a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

The bank provides its services through a network of more than 80 offices located all over India. Detailed information on the functions of the bank is provided on the website www.sidbi.in.

4. Project Scope

4.1 Objective

SIDBI intends to hire the Resource deployment for Mobile and web-services based application software development which included the Maintenance, Support and Enhancement of software for a period of one. The job includes the deployment / posting of qualified and experienced software professionals at SIDBI site as per the requirement of this Project.

As part of outsourcing, vendor is required to deploy resources as per “**RfP Section 4.4 Staffing Requirements**” at SIDBI location, Mumbai.

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

4.2 Scope at a Glance

The Scope of work includes but not limited to:

- ❖ Development / Enhancement of New modules, forms & reports as per the requirement of the Bank.
- ❖ Implementation of new changes in the application software as and when any new business rules, logic processes etc. come into effect.
- ❖ Tuning and code changes for optimal performance.
- ❖ Maintenance of System and User documentation of the applications
- ❖ Providing day to day support (includes debugging & fixing of problems) for Applications
- ❖ Document all the changes incorporated in the software and also improve the documentation of existing user / system reference manuals of different modules wherever it is necessary.
- ❖ 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.

4.3 Experience of Resources:

Sr. No.	Resource Details	Minimum Educational Qualifications	Experience & Skill Set
1	Team Leader	B. E./ B. Tech / M.C.A. from a recognized institute / university	<ul style="list-style-type: none">• Min. 5 Years in handling IT Software delivery projects in an Enterprise environment.• Min. 2 Years in handling Mobile development projects specially

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Sr. No.	Resource Details	Minimum Educational Qualifications	Experience & Skill Set
			<p>with Hybrid technology in an Enterprise environment. He/She must also be having experience of handling Web based applications & services projects.</p> <ul style="list-style-type: none"> • Min.1 year experience on Project Management for IT Project. • Must be on the rolls of the Vendor since at least of 6 months prior to posting at SIDBI.
2	Mobile Application Developer	B. E./ B. Tech / M.C.A. from a recognized institute / university	<ul style="list-style-type: none"> • Minimum 2 years in mobile application development • Minimum 2 mobile application projects implemented • Should have experience in Hybrid Technology - Java, REST API, HTML5, JavaScript, CSS, twitter bootstrap, AngularJS, Iconic framework, jquery mobile, Apache Cordova, <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Native Technology - Android, Wndows and iOS technologies for mobile application development like c# sharp using visual studio on Windows, objective C for iOS and Java/SDK for Android <p><i>Note : SIDBI will primarily need skillsets of Hybrid technology. However depending on requirement SIDBI may ask for resource of native technology.</i></p>
3	Application Developer	B. E. / B. Tech / M.C.A. from a recognized institute / university	<ul style="list-style-type: none"> • Minimum 2 Years in WEB based application development • Minimum 2 projects completed • Min. 2 Years in handling Java project in an Enterprise environment on <ul style="list-style-type: none"> ✓ J2EE platform Struts, Hibernate, Hibernate 3 or above, ✓ Oracle database ✓ CSS, Java Script ✓ Ajax
4	Web Services Developer	B. E. / B. Tech / M.C.A. from a recognized institute / university	<ul style="list-style-type: none"> • Minimum 2 Years in WEB Services development • Minimum 2 projects completed

Sr. No.	Resource Details	Minimum Educational Qualifications	Experience & Skill Set
			<ul style="list-style-type: none"> • Min. 2 Years in handling Web Services in an Enterprise environment on <ul style="list-style-type: none"> ✓ J2EE platform Struts, Hibernate, Spring ✓ Groovy and Grails framework ✓ PHP

4.4 Staffing Requirements

The quality of resources deployed to manage the contracted services across all locations of SIDBI is of utmost importance to the Bank. Bank reserves the right not to accept any of the resources deployed, if he/she is not found up to the mark as per bank's expectations/ requirements. Vendor will be responsible for any delay in delivery on account of such non-acceptance of resource by SIDBI consequent upon deployment of inappropriate resource/personnel.

4.5 Requirement of Resources

The tentative requirement of resources is as follows. However, exact type and number of resources shall be advised in purchase order.

Onsite Resource	Manpower Required
Team Leader	1
Mobile Application Developer	2
Web services developer or Application developer or Mix of both	2
Total	5

Vendor shall ensure the following in connection with resource deployment:

- ❖ On-site resources deployed should possess qualifications and skill-sets as prescribed at para 4.4 (Experience of Resources) of the RfP.
- ❖ Bank will like to have prior discussion with the resource members, being posted for the job to find out their suitability and decide to accept his/her services.
- ❖ Bank will have right to upscale or downscale the 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.
- ❖ Before deploying those resources at SIDBI location, successful bidder should declare and provide experience certificates of the resources, Bio-data of the resources as a proof of the work experience. SIDBI will evaluate the Bio-data /

resources for selection before deployment. After confirmation from SIDBI, selected resources may be deployed.

- ❖ Frequent change of resource(s) will not be acceptable. In case of unavoidable circumstances, change of resource must be done in consultation of 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.
- ❖ Vendor shall ensure to carry out the background check of all the resources deployed during the course of the contract.
- ❖ Vendor has to take approval / permission from Bank for bringing in their own equipments (laptop / pen drives / PCs/ Tablets/ Media /iPAD and similar devices.)
- ❖ Resource members deployed by Vendor will be subjected to the disciplines, office decorum, etiquettes as applicable to any other resource member of the bank.
- ❖ Deployed resource members have to make their own arrangement of transport in case of night shift or late sitting in the office.
- ❖ 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.
- ❖ All the resource deployed shall have good communication skills .
- ❖ 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 consent of competent authority except in the case of retirement, resignation or termination of the employment of any team member of the successful bidder. For whatsoever reason provided, the target for schedule of work should not be suffered.
- ❖ The successful bidder will not have the right to use/ reproduce the software developed/modified in SIDBI in whatsoever manner even after the end of this contract.
- ❖ The successful bidder shall be responsible to ensure that all the persons employed by them in execution of this contract shall maintain confidentiality and not divulge to any third party, without prior permission, any information shared 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.
- ❖ 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.

- ❖ At the end of the contract period, if required, the successful bidder shall provide a detailed report on the details of new program developed within the scope of work / changes in the existing program, their function, flow charts and operational procedure.

4.6 Responsibilities of Team Leader

- ❖ Team Leader in addition to performing development related work, is required to steer the project with respect to Project Plan, Schedules, Resource Management, providing weekly / monthly project report, if required. Review of pending / on-going / future tasks as per requirement
- ❖ Team Leader plays the role of single point of contact with respect to the projects being handled in SIDBI under this contract.
- ❖ Should have sound technical knowledge on database, web technologies and Project Management.
- ❖ To ensure KRAs (Key Responsibility Area) are complied.
- ❖ In addition to closely monitoring and ensuring the KRAs, on need basis, team leader should also get involved in development, testing.
- ❖ For any reason, if any technical issue is not resolved at SIDBI on-site end, Team Leader should escalate the technical issue with the bidder company for expert advice and if required, call the expert at SIDBI location (with written approval from SIDBI) for resolving the issue. SIDBI will not pay any additional amount for this service.

4.7 Working Days / Hours

Following is the service window to be followed by Vendor:

Service Scope	Service Window
<i>Working hours will be advised to the selected bidder. Staggered duty may be considered beyond normal office hours.</i>	As per SIDBI's working hours; Presently 8 hrs x 5 days

4.8 Leaves and Holidays

SIDBI holidays will be applicable for the hired resources. In exceptional cases, the resources will have to work beyond normal working hours as well as on Saturdays.

In case of resource requirement on holiday / Sunday, additional payment will be made, on the basis of proportionate amount (person-day rate) of the cost mentioned for respective category as mentioned in Commercial Bid.

Other than the holidays mentioned above, hired resources will be eligible for one leave for every month of providing service. If leave is not availed by a resource in a month, the same will be carried forward to next month subject to SIDBI's approval. However, carried forward leaves of one resource cannot be utilized by any other resource.

5. Service Level Requirement and Penalty

5.1 Human Resources

Service provider shall ensure the availability of resources as per defined Service Window..

5.2 Continuity of Resources

- ❖ 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 and should not leave the project in short period
- ❖ Resources deployed at SIDBI site, should not be removed from the site by the vendor without written approval from SIDBI. If any resource to be replaced from SIDBI location, a request / advance notice of 15 days to be given to SIDBI. Only after approval from SIDBI, resources can be replaced.
- ❖ 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.
- ❖ Necessary stand-by arrangement has to be made during absence of any regular resource on account of leave or any other reason if the leave of absence is more than 2 working days.
- ❖ New resources (who will replace the existing resources) to be deployed at SIDBI location at least 10 days before the date of relieving of existing resources. i.e., a transition period of 10 days is required. No additional payment will be made by SIDBI for this purpose.
- ❖ In case services of an existing resource are to be withdrawn / terminated by Vendor, minimum 15 days notice has to be given by Vendor. In case of Team Leader, however the notice period would be of 30 days. This is required for smooth take over/hand over of the desk. Any shortfall in notice period will be treated as absence. Also, the replacements, if necessary, need to be done in a staggered manner, so as no two resources to be replaced at a time.
- ❖ No additional resources should be deputed at SIDBI location without 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.

5.3 Penalty Calculation

Any absence beyond the prescribed leave of absence shall attract a penalty as under in case no substitute is arranged by the Service Provider as per defined requirement:

Allowed leave of absence per month	Penalty beyond leave of absence	
	where continuous leave of absence \leq 10 working days	where continuous leave of absence $>$ 10 working days
01 day	20% over & above per person-day rate	30% over & above per person-day rate

E.g. : Suppose, Team Leader or Developer is absent for 13 days (over and above allowed one day leave) in a month and his/her per person-day rate is Rs. X. For the first 10 days, penalty would be calculated as $[10 * (X + X*20\%)]$. For the remaining 3 days, penalty would be calculated as $[3*(X + X*30\%)]$.

Penalty will be deducted from the total payable for the month for the respective resource.

5.4 Call Escalation Matrix

Successful bidder is required to submit the call escalation matrix (from level1 to level3) with name, designation, mail ID, telephone No, Mobile No. in the following format.

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

5.5 Disclaimer

In case selected vendor / bidder fails to provide satisfactory services, SIDBI reserves the right to re-look into the contract for redefining Service Level Requirements and penalty clauses or even terminate the contract, whatever deems fit to save its own interest.

6. Minimum Eligibility Criteria

The bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

SNo	Criteria	Proof to be Submitted
1	The bidder should be a registered company incorporated in India, registered under Company act 1956.	Copy of registration certificate to be enclosed.
2	The company should have architected & developed at least two mobile application development projects and two WEB services/applications development projects (order value of 5 Lakh or above each) during last 2 years as on 30-SEP-2015	Proof of same to be attached by way of Purchase Order or Project Completion Certificate from the customer by mentioning the time frame clearly Project Details & References from the companies to be provided in the format mentioned in Annexure II (C and D)
3	The company must have minimum annual turnover of Rs. 4 Crore in each of the last 3 financial years.	Supporting the fact the bidder should furnish copy of auditor's certificate for last three years ending March' 2015.
4	The Bidder should have made cash profit in at least 2 years out of last 3 financial years.	Supporting the fact the bidder should furnish copy of auditor's certificate for last three years ending March' 2015.
5	Should be in existence for three years as on 30-SEP-2015 in software development field	Copy of certificate of Incorporation/CA Certificate to be furnished
6	The Bidder should have an office registered in India. One of its offices must be in Mumbai/Navi Mumbai/Thane to handle the project smoothly	Self-declaration by authorized signatory with address and contact details on bidder's letter-head
7	Minimum 20 developers on bidder's roll providing similar services	Self-declaration by authorized signatory with address and contact details on bidder's letter-head
8	The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body.	Self-declaration by authorized signatory with address and contact details on bidder's letter-head

Note: Proposals of bidders who do not fulfill the above criteria or who fail to submit any documentary evidence (as per the formats mentioned) thereon would be rejected.

7. Evaluation Methodology

7.1 Methodology

1. The Bank shall adopt a Two **(2) bid** processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - i) Eligibility Criteria
 - ii) Commercial Bids
2. The Bank shall evaluate first the 'Eligibility Criteria' bids and based on its evaluation, 'Commercial bids' shall be opened only for the bids qualifying the eligibility criteria. The final selection will be done based on the commercial evaluation (L1) of 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 (Fax/e-Mail), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.

7.2 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 purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, bid price, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. 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.

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

7.3 Evaluation of Eligibility Criteria

1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with 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.
2. 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.

7.4 Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the Bidders, who have qualified Eligibility criteria in previous phase, will be taken for commercial evaluation. Bidders who do not qualify the minimum eligibility Criteria 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).

7.5 Arithmetic errors correction

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

- i) If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
- ii) If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- iii) If the 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.

7.6 Final Selection of the Eligible Bidder

The vendor with the lowest (L1) commercial bid will be selected subject to all the terms and conditions defined in this RfP document for further discussion prior to finalizing contract.

7.7 Renewal of Contract

Contract period is for one year. It may also be mentioned that, if required, SIDBI has the right to extend the contract, after expiry of first year contract, for a period **upto 1 year on the same terms and conditions**. Vendor should unconditionally accept the same.

8. Terms and Conditions

8.1 General

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.

8.2 Definitions

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

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

8.3 Clarification of Bids

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

be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.

8.4 Amendment to the bidding document

1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
2. The amendment will be posted on Banks website www.sidbi.in.
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.

8.5 Language of Bid

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

8.6 Commercial Bid

1. Bid Currency :

Bids should be quoted in Indian Rupee only.

2. Earnest Money Deposit (EMD):

1. All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 80,000/- (₹ Eighty Thousand only).
2. EMD should be in the form of Demand Draft in favour of "Small Industries Development Bank of India" payable at Mumbai or in the form of Performance Security. Format of Performance Security is prescribed in Annexure IX. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
3. No interest will be paid on EMD.
4. In case the EMD is submitted in the form of a BG, the same should be valid till the date of bid validity (three months from the submission of bid) with claim period one month beyond the BG validity.
5. Request for exemption from EMD will not be entertained.
6. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events, **whichever is earlier:**

- a. Issue of Purchase Order to the successful bidder.
OR
 - b. The end of the bid validity period, including extended period (if any),
7. The EMD amount of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
- The end of the bid validity period, including extended period (if any),
OR
Receipt of the signed contract from the selected Bidder.
8. Successful Bidder will be refunded the EMD amount only after submission of performance guarantee by the bidder.
9. The bid security may be forfeited if:
- ❖ Bidder withdraws its bids during the period of bid validity.
 - ❖ Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - ❖ In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

8.7 MSME Status

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to ` 25 Lakh	Up to ` 10 Lakh
Small	Up to ` 500 Lakh	Up to ` 200 Lakh
Medium	Up to ` 1000 Lakh	Up to ` 500 Lakh

8.8 Availability of resources / Start of the Contract

The resources hired by SIDBI should be available for the project from the date mutually decided between SIDBI and successful bidder after issue of purchase order.

8.9 Period of Validity of Bids

1. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from last date for submission of bids as mentioned in bid 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.

8.10 Deadline for submission of Bids

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

8.11 Late Bids

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

8.12 Modification And/ Or Withdrawal of Bids

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax 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.

8.13 Opening of Bids by the Bank

1. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the bid 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 a document evidencing their attendance.
3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.
4. The Bidder name, presence or absence of requisite EMD and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of bid opening.
5. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

8.14 Clarification of bids

1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.

2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
3. Any deviations from the specifications should be clearly brought out in the bid.
4. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

8.15 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 purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, bidders presentation etc.
4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

8.16 Minimum Eligibility / Evaluation

1. Pursuant to the evaluation of Preliminary Examination, minimum eligibility Criteria as specified in this document is verified. The bidder should satisfy the pre-qualification criteria as specified in the tender. All the documentary proofs to be submitted along with the bid in this regard. Bank reserves the right to cancel the bid / call for clarifications in this regard
2. During evaluation, Bank at its discretion can ask the bidders for clarifications.

3. 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 effect the relative ranking of any bidder

8.17 No Commitment to Accept Lowest or Any Offer

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

8.18 Conditional Bids

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

8.19 Contacting the Bank

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.

8.20 Award of Contract

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 lowest commercial Bid.

8.21 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 therewith, 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.

8.22 Subcontracts

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

The successful bidder shall notify and obtain concurrence from the Bank in writing of all subcontracts / Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Bidder from any liability or obligation under the Contract.

8.23 Price

Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs, etc.

Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the 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.

8.24 Expenses

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

However for project related work, travelling, boarding and lodging expenses outside Mumbai, if any, will be mutually discussed and decided depending upon the need, duration, number of personnel involved, etc

Settlement of bills in such cases will be at rates mutually agreed and reimbursable against production of tickets and bills. Mumbai will be considered as the base station for the purpose of travelling.

8.25 Terms of Payment

The standard payment terms are given below:

Payment will be made monthly on submission of invoices. Applicable penalty will be deducted to arrive at the payable for the month. However, 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 -VI**.

All the payments will be made by SIDBI, Mumbai electronically through RTGS/NEFT. Vendor to submit Bank Mandate Form (as per **Annexure -V**) along with cancelled cheque in original before raising first invoice.

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.

TDS, if any, will be deducted while releasing the payment.

All Payments will be made to the Bidder in Indian Rupee only.

8.26 Governing language

The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

The technical documentation, users' Manual etc. is to be delivered for all the modifications done in software. The language of the documentation should be English.

8.27 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 products/services at site including incidental services and commissioning.
2. The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.

3. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
4. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

8.28 Applicable laws

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

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.

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 there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

8.29 Performance security

The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an

amount equivalent to 10% of contract value and valid for a period of 1 year + THREE months (invocation period) from the date of acceptance. The performance guarantee to be submitted within ONE month as per the format provided by Bank.

8.30 Forfeiture of performance security

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.

8.31 Termination of Contract

SIDBI shall have the option to terminate work-order without assigning any reason thereof, in whole or in part by giving the successful bidder/ service provider with at least 90 days prior notice in writing. The successful Bidder shall not have any right to terminate the agreement entered into subsequent to this RfP, for convenience

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

- ❖ Failure of the successful bidder to accept the contract
- ❖ Delay in deploying the resources
- ❖ Serious problems in quality of resources deployed

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

8.32 Force Majeure

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

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

8.33 Resolution of Disputes

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

In case of Dispute or difference arising between the Bank and a 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.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

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

9. Annexure

Annexure – I Bid Forwarding Letter **Bid Forwarding Letter**

(To be submitted on Vendor's letter head)

Date:

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

Dear Sir,

Resource deployment for Mobile and Web Application/services development

We, the undersigned, offer to submit our bid in response and accordance with your **tender No. 400/2016/1120/BYO/ITV** having examined the tender document including all annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

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 3 months from the last day for submission of offer (Bid). If our offer is accepted, we undertake to provide Service support as per the above referred RFP

We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Annexure – II Minimum Eligibility Criteria

A. General Details:

1. Name of the Company : _____
2. Number of Years in the field : _____
3. MSME Status as per the definition at para 10 of the RfP <tick appropriate>:
 - Company **does not qualify** the status of MSME.
 - Company **does qualify** the MSME status. Relevant document is attached herewith. **<Please attach MSME registration certificate or a certificate from Chartered Accountant>**.
4. Bank Mandate Form: (please tick appropriate option as the case may be)
 - Already Submitted with SIDBI
 - Being submitted herewith
5. Vendor's Bank Account Details as in Bank Mandate Form :

S.N.	Bank Name and Branch	Account Type / No.	IFSC Code
6. Name of Account Manager for SIDBI: _____

B. Compliance to Minimum Eligibility Criteria:

SNo	Minimum Eligibility Criteria	Bidders Response	Complied (Yes/No) Should not be left blank	List of Supporting Documents for compliance
1	The bidder should be a registered company incorporated in India, registered under Company act 1956.			
2	The company should have architected & developed at least two mobile application development project and two WEB services/applications development project (order value of 5 Lakh or above) during last 2 years as on 30-SEP-2015			
3	The company must have minimum annual turnover of Rs. 4 Crore in each of the last 3 financial years.			
4	The Bidder should have made cash profit in at least 2 years out of last 3 financial years.			
5	Should be in existence for three years as on 30-SEP-2015 in software development field			

6	The Bidder should have an office registered in India. One of its offices must be in Mumbai/Navi Mumbai/Thane to handle the project smoothly			
7	Minimum 20 developers on bidder's roll providing similar services			
8	The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body.			

C. Format for Details of web enabled & Mobile application Projects:

SNo	Client Name and Location	Name of the Project	Project Start and End Date	Scope / Description of the Project	Order Value (in ` Lakh)	Technology

D. Format for Reference Details:

SNo	Name of the Client	Reference Person Name	Designation	Address	E-Mail	Telephone & Mobile No.

Annexure – III Commercial Bid

RfP – Resource deployment for Mobile and web Application/services development

S.No	Resource Type	Person month rate () (A)	Resource Quantity (B)	Taxes & Levies – Rate % (C = A*B*Rate%)	Monthly Total D=(A*B) + C	Annual Total D*12
1	Team Leader		1			
2	Mobile application developer		2			
3	WEB Services or/and application Developer		2			
4	Grand Total for the Year					

Note: Bidders are requested to note the following:

- Grand total cost should be inclusive of all taxes, and will be used to arrive at L1 vendor.
- TDS will be deducted as per rules applicable.
- In case of any deviation in general terms and conditions, bids would be liable for rejection.

Date
Place

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

Annexure – IV Power of Attorney **Power of Attorney**

(To be executed on non-judicial stamp paper)

BY THIS POWER OF ATTORNEY executed on _____, 2015, We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>, <Employee no.>, < Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal **No. 400/2016/1120/BYO/ITV dated 26-OCT-2015** for “**Resource deployment for Mobile and web Application/services development**” and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DO 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 – V Bank Mandate Form

बैंक अधिदेश फॉर्म /BANK MANDATE FORM

(दो प्रतियों में प्रस्तुत किया जाए /To be submitted in Duplicate)

(कृपया सूचनाएँ साफ अक्षरों में भरें। जहाँ-कहीं लागू हो ,उस पर सही का निशान लगाएँ।)

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

1. उधारकर्ता/विक्रेता/आपूर्तिकर्ताका नाम
Name of Borrower / vendor / bidder : _____
विक्रेता का कूट Vendor Code (if applicable) _____
2. उधारकर्ता/विक्रेता/आपूर्तिकर्ताका पता
Address of the Borrower / vendor / bidder : _____
नगर/City _____ पिनकोड Pin Code _____
ई-मेल आईडी /E-mail id: _____
एसटीडी कूट के साथ दूरभाषसं./Phone No. with STD code: _____
मोबाइल सं./Mobile No.: _____
स्थायी खाता संख्या/Permanent Account Number _____
एमएसई पंजीकरण/सीए प्रमाणपत्र/MSE Registration / CA Certificate _____
(यदि लागू हो/if applicable)

3. बैंक खाते का विवरण / Particulars of Bank account:

हिताधिकारी का नाम Beneficiary Name			
बैंक का नाम Bank Name		शाखा का नाम Branch Name	
शाखा का स्थान Branch Place		शाखा का नगर Branch City	
पिनकोड PIN Code		शाखा कूट Branch Code	
एमआईसीआर सं . MICR No.			
खाते का स्वरूप Account type	बचत/Saving	चालू/Current	नकद उधार Cash Credit
खाता सं .Account No.	(जैसी चेकबुक में अंकित है ())as appearing in the Cheque book)		
(बैंक से आपूर्त एमआईसीआर¹ चेक पर अंकित कूट संख्या। कृपया यह सुनिश्चित करने के लिए कि बैंक का नाम ,शाखा का नाम एवं कूट तथा खाता संख्या सही है ,अपने बैंक का निरस्त किया हुआ चेक संलग्न करें ()Code number appearing on the MICR¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
आईएफएससी कूट ² IFSC CODE ²	आरटीजीएस अंतरण के लिए For RTGS transfer	एनईएफटी अंतरण के लिए For NEFT transfer	

4. अधिदेश के प्रभावी किए जाने की तिथि

Date from which the mandate should be effective :

मैं एतद् द्वारा घोषित करता हूँ कि ऊपर दिए गए विवरण सही और पूर्ण हैं। यदि अपूर्ण या गलत सूचना के कारण लेनदेन) भुगतान (में कोई बिलम्ब होता है या भुगतान नहीं हो पाता है ,तो मैं **सिडबी / आईडीबीआई बैंक को उसके लिए उत्तरदायी** नहीं बनाऊँगा। मैं यह भी वचन देता हूँ कि यदि मेरे खाते के विवरण में कोई परिवर्तन होगा ,तो मैं उसकी सूचना दूँगा ,ताकि **भा.रि.बैंक के आरटीजीएस/एनईएफटी** के माध्यम से राशि जमा किए जाने के प्रयोजन के लिए अभिलेख अद्यतन किए जा सकें।

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**.

स्थान/Place : _____

दिनांक/Date : _____ पार्टी/प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर
Signature of the party / Authorized Signatory

प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।

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

बैंक की मुहर/Bank's stamp :

दिनांक/Date :

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर)
)Signature of the Authorized Official from the Banks)

टिप्पणी : यदि आरटीजीएस/एनईएफटी संबंधी कोई प्रभार होगा ,तो उसका वहन पार्टी करेगी।

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

1, 2: आईएफएससी/एमआईसीआर के बारे में टिप्पणी

भारतीय वित्तीय प्रणाली कूट एक अक्षरांकीय/वर्णांकीय कूट है ,जो भारत में किसी बैंक-शाखा की अनन्य रूप से पहचान के लिए बनाया गया है। यह 11 अंकों का कूट है ,जिसमें प्रथम 4 अक्षर बैंक के कूट को दर्शाते हैं ,जबकि पाँचवाँ अंक नियंत्रण अंक के रूप आरक्षित है) वर्तमान में पाँचवें स्थान पर 0 है (तथा शेष अंक शाखा की पहचान हैं। चेक पर अंकित एमआईसीआर कूट) चुम्बकीय स्याही अंक पहचान (में 9 अंक होते हैं ,जिनसे बैंक-शाखा की पहचान होती है। भा.रि.बैंक ने सभी बैंकों को सूचित किया है कि वे अपने ग्राहकों को जारी किए जाने वाले चेक पत्रों पर आईएफएससी मुद्रित कराएँ। कोई ग्राहक भी अपनी बैंक-शाखा से संपर्क कर उस शाखा का आईएफएस कूट प्राप्त कर सकता है।

1, 2: Note on IFSC / MICR

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

Annexure VI – Performance Guarantee Format

Performance Bank Guarantee

(To be executed on non-judicial stamp paper)

(This is a sample format and final content is subject to
Verification before execution of the document)

BANK GUARANTEE

Small Industries Development Bank of India

SIDBI Tower

15, Ashok Marg

Lucknow - 226001

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

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider

of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.

2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of _____ only as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the contract entered into by it with SIDBI for providing IT Infrastructure Management Services and Support Maintenance Services to SIDBI in the manner and in accordance with the design 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 Mumbai

In witness where of we have set and subscribed our hand and seal thisday of2015 .

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

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

Annexure –VII Letter of Competence

Letter of Competence

(To be executed on a non judicial stamp paper)

RfP No : 400/2016/1120/BYO/ITV dated 26-10-2015

This is to certify that we *[Insert name of Bidder]*, address.....are fully competent to undertake and successfully deliver the services as per scope 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 certify that the quality and number of resources to be deployed by us for implementation will be adequate to deliver the services professionally and competently within the prescribed Service Level Agreements (SLAs).

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

Thanking you,

Yours sincerely,

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

Annexure – VIII Non-disclosure Agreement

NON-DISCLOSURE AGREEMENT

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute "**Resource deployment for Mobile and web Application/services development**" as per scope defined in the Request for Proposal (RfP) No 400/2016/1120/BYO/ITV dated 26-OCT-2015 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 – IX EMD / Performance Security Form

EMD / PERFORMANCE SECURITY FORM

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

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

WHEREAS (Name of Vendor) (hereinafter called the "the Vendor") has undertaken, in pursuance of Request for Proposal (RFP) No. for the "**Resource deployment for Mobile and web Application/services development**"(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 ` ----- (Rs. ----- only) on behalf of the Vendor .

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

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding ` ----- (----- 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:

- (i) any time or waiver granted to the vendor;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;

- (iii) 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;
- (iv) 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;
- (v) 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;
- (vi) any change in constitution of the vendor;
- (vii) 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 <validity date> and a claim in writing is required to be presented to us within one months from <validity date> i.e. on or before <claim period> failing which 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

.....

.....
