



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

विकास, रखरखाव और स्टैंड-अप व उद्यमी-  
मित्रा पोर्टल की होस्टिंग

हेतु

प्रस्ताव का आमंत्रण

Request for Proposal

For

Development Maintenance and Hosting of  
Standupmitra and Udyamimitra Portal

(निविदा सं.: 400/2016/1205/BYO/ITV दिनांक सितंबर 23, 2016)

(RfP No : 400/2016/1205/BYO/ITV dated September 23, 2016)

This page has been left blank intentionally

---

## Notice

*This document is the property of Small Industries Development Bank of India (SIDBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without SIDBI's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.*

## Important Clarifications

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

1. 'Bank' means 'Small Industries Development Bank of India'.
2. 'Bidder' means the respondent to the RFP document.
3. 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
4. 'Service provider' means the Bidder selected out of this RFP and contracted to provide the services as per scope of this RfP.
5. 'RFP' or 'Tender' means the Request For Proposal document .
6. 'DC' means Data centre, 'DR' means disaster recovery site
7. 'Bid' may be interchangeably referred to as 'Offer'.
8. 'Authorised Signatory' of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.
9. For the purpose of this RfP, "The Portal" refers to the Standup Mitra Portal and associated Website SIDBI Udyami Mitra alongwith associated services and facilities and arrangements for e-mails, SMS etc.

## Glossary

Acronym	Description
BG	Bank Guarantee
DC	Data Centre
DR	Disaster Recovery
EMD	Earnest Money Deposit
EOI	Expression of Interest
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
RfP	Request for Proposal
TAT	Turn-Around-Time
TTT	Train The Trainer
SUI	Stand-Up India
LDM	Lead District Managers
SUHC	Standup India Help Centres
SUCC	Standup India Connect Centres
NABARD	National Bank for Agriculture and Rural Development
FAQ	Frequently Asked Questions
SMS	Short Message Service
RPO	Recovery Point Objective
RTO	Recovery Time Objective
CSP	Cloud Service Provider



---

PDC	Primary Data Centre
UTM	Unified Threat Management
SIEM	Security Information and Event Management
SMERA	SMERA Ratings Limited
UIDAI	Unique Identification Authority of India
NPCI	National Payments Corporation of India
KUA	KYC User Agency
AUA	Authentication User Agency
NCGTC	National Credit Guarantee Trustee Company Limited
CGTMSE	Credit Guarantee Fund Trust for Micro and Small Enterprises

## **Bid Critical Information/ निविदा महत्वपूर्ण सूचना**

(RfP No : 400/2016/1205/BYO/ITV dated September 23, 2016)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	September 29, 2016	1:00pm
2	Pre Bid meeting (no clarifications would be given after pre-bid meeting)/ पूर्व-बोली बैठक )पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा(	September 30, 2016	11:00am
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	October, 14, 2016	3:00pm
4	Address for Bid Submission/ बोली जमा करने का पता		
	महाप्रबन्धक (सिस्टम्स) भारतीय लघु उद्योग विकास बैंक, तीसरा तल ,इन्फॉर्मेशन टेक्नालजी वर्टिकल, एमएसएमई विकास केंद्र, प्लाट-सी ,11-जी ब्लॉक, बांद्रा कुर्ला काम्प्लेक्स, बांद्रा)पू. <b>मुम्बई – 051 400</b> दूरभाष: 022-67531100 / 67531228 फैक्स: 022-67531236	महाप्रबन्धक (सिस्टम्स) / <b>General Manager (Systems)</b> Small Industries Development Bank of India, 3rd Floor, Information Technology Vertical, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), <b>Mumbai - 400 051</b> Phone: 022-67531100 / 67531229 Fax: 022-67531236	
5	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	October, 14, 2016	4:30pm
6	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा	
7	Bid Validity/ बोली के वैद्यता	<b>90 days</b> from the last date of bid submission. / बोली जमा करने की अंतिम तिथि से 90 दिन तक।	
8	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	The bidders are required to arrange for Presentation. Date would be intimated after bid submission. बोलीदाताओं को प्रस्तुतियों का प्रबंध करना होगा।	
9	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण		
	Saikat Daw, AGM (Systems) 022-67531227. <a href="mailto:saikat@sidbi.in">saikat@sidbi.in</a>	Shaju Raphael T, AGM 022-67531162. <a href="mailto:shaju@sidbi.in">shaju@sidbi.in</a>	

## Table of Contents

<b>1. INTRODUCTION AND DISCLAIMERS.....</b>	<b>11</b>
1.1 PREFACE .....	11
1.2 INFORMATION PROVIDED .....	11
1.3 FOR RESPONDENT ONLY.....	11
1.4 DISCLAIMER .....	11
1.5 COSTS TO BE BORNE BY RESPONDENTS .....	11
1.6 NO LEGAL RELATIONSHIP .....	12
1.7 RECIPIENT OBLIGATION TO INFORM ITSELF.....	12
1.8 EVALUATION OF OFFERS .....	12
1.9 ACCEPTANCE OF SELECTION PROCESS .....	12
1.10 ERRORS AND OMISSIONS .....	12
1.11 ACCEPTANCE OF TERMS .....	12
1.12 REQUESTS FOR PROPOSAL .....	12
1.13 NOTIFICATION .....	13
<b>2. RFP RESPONSE .....</b>	<b>14</b>
2.1 BID PRICE.....	14
2.2 EARNEST MONEY DEPOSIT (EMD).....	14
2.3 RFP CLOSING DATE .....	14
2.4 RFP VALIDITY PERIOD .....	14
2.5 LATE RFP POLICY .....	14
2.6 RECEIVING OF RFP RESPONSE.....	14
2.7 REQUESTS FOR INFORMATION.....	14
2.8 PRE-BID MEETING .....	15
2.9 DISQUALIFICATION .....	15
2.10 SELECTION PROCESS .....	15
2.11 DETAILS OF BIDS TO BE SUBMITTED .....	16
2.12 IMPORTANT POINTS FOR BID SUBMISSION.....	17
<b>3. BACKGROUND .....</b>	<b>18</b>
3.1 INTRODUCTION .....	18
3.1.1 Financial Support.....	18
3.1.2 Promotional and Developmental (P & D) Support.....	20
3.2 STAND-UP INDIA SCHEME .....	20
3.3 IT INFRASTRUCTURE OF THE PORTAL .....	21
3.3.1 Current Setup .....	21
3.3.2 Current landscape of hosting at datacentre .....	21
3.3.3 Solution Architecture.....	22
3.3.4 Portal Stakeholders .....	22
3.3.5 Portal Functionality.....	22
<b>4. PROJECT SCOPE .....</b>	<b>24</b>
4.1 OBJECTIVE .....	24
4.2 SCOPE IN DETAIL .....	25
4.2.1 Hosting of the existing portal / website and its management .....	25
4.2.1.1 Expected landscape of primary site hosting .....	26
4.2.1.2 Website Maintenance .....	27
4.2.2 Development / enhancement of the portal for planned activities.....	28
4.2.2.2 Penalty Development / enhancement of the portal for planned activities.....	28
4.2.3 Manage and implement evolving changes.....	29
4.2.4 Deployment of Onsite Resources.....	30
4.2.5 Documentation .....	31
4.2.6 General Requirements .....	32
4.2.7 Application related Technical Requirements.....	33
4.2.7.1 Capacity Building and Training .....	34

4.2.8	<i>Data-Center and DR site Hosting Infrastructure Technical Requirements</i> .....	34
4.2.8.1	General Cloud Requirements .....	34
4.2.8.2	Disaster Recovery Management .....	35
4.2.8.3	Penalty for breach in Disaster Recovery Management .....	37
4.2.8.4	Cloud Service Provisioning Requirements .....	37
4.2.8.5	Data Management .....	38
4.2.8.6	Operational Management .....	38
4.2.8.7	Compatibility Requirements .....	38
4.2.8.8	Cloud Network Requirement .....	38
4.2.8.9	Cloud datacenter specifications .....	39
4.2.8.10	Cloud Storage Service Requirements .....	39
4.2.8.11	Portal Security .....	40
4.2.8.12	Penalty for non-compliance of Portal Security Audit .....	41
4.2.8.13	Cloud Security Requirements .....	41
4.2.8.14	Virtual Machine specifications .....	42
4.2.8.15	Cloud resource and Network monitoring .....	42
4.2.8.16	Application Performance Monitoring (APM) .....	43
4.2.8.17	Backup Services .....	45
4.2.8.18	Web Application Firewall (WAF) as Service .....	45
4.2.8.19	Malware Monitoring Services, Application Audit, External Vulnerability Assessment Service .....	46
4.2.8.20	Database Support Service.....	48
4.2.8.21	Managed Services.....	49
4.2.8.22	Helpdesk Support from Cloud Service Provider .....	50
4.2.8.23	SMS and E-mail Service .....	50
4.2.9	<i>Technical Requirements of the Portal</i> .....	51
4.2.10	<i>Proposed Initial Configuration of Private Cloud at DC:</i> .....	52
4.2.10.1	Production Environment.....	52
4.2.10.1	Development Environment .....	53
4.2.10.1	Testing / Demo / Quality Environment.....	54
4.2.10.2	Upscaling / downscaling of Infrastructure.....	54
4.2.11	<i>Performance Criteria</i> .....	55
4.2.11.1	Users of the overall IT Solutions.....	55
4.2.11.2	Response Time .....	55
4.2.11.3	Payment transaction response time .....	55
4.2.11.4	Severity, Priority and SLAs.....	55
4.3	CHANGE MANAGEMENT .....	58
4.3.1.1	Penalty for Default in Change Management .....	58
4.4	TRANSITION MANAGEMENT .....	59
4.5	PROJECT DURATION.....	60
4.6	PROJECT GOVERNANCE AND MANAGEMENT .....	60
4.7	IT ASSETS AND INTELLECTUAL PROPERTIES (IP) OWNERSHIP .....	60
<b>5.</b>	<b>ELIGIBILITY CRITERIA</b> .....	<b>62</b>
<b>6.</b>	<b>EVALUATION METHODOLOGY</b> .....	<b>64</b>
6.1	OBJECTIVE .....	64
6.2	EVALUATION PROCESS .....	64
6.2.2	<i>Evaluation of Eligibility Criteria</i> .....	64
6.2.3	<i>Evaluation of Technical Bids</i> .....	65
6.2.4	<i>Evaluation of Commercial Bids</i> .....	66
<b>7.</b>	<b>TERMS AND CONDITIONS</b> .....	<b>68</b>
7.1	GENERAL .....	68
7.1.1	<i>Definitions</i> .....	68
7.1.2	<i>Location</i> .....	68
7.2	CONSORTIUM.....	68
7.2.1	<i>Relation between the Parties</i> .....	70
7.2.2	<i>Rights and obligations</i> .....	70
7.2.3	<i>Language</i> .....	70
7.2.4	<i>Corrupt and fraudulent practice</i> .....	70
7.2.5	<i>Pre Contract Integrity Pact (IP)</i> .....	71
7.2.6	<i>Applicable laws</i> .....	71
7.2.7	<i>Grievances Redressal Mechanism</i> .....	72

7.2.8	Leaves and Holidays.....	<b>Error! Bookmark not defined.</b>
7.2.9	Miscellaneous.....	72
7.3	BID CONDITIONS.....	72
7.3.2	Clarification of Bids .....	73
7.3.3	Amendment to the bidding document .....	73
7.3.4	Language of Bid .....	73
7.3.5	Commercial Bid.....	73
7.3.6	Earnest Money Deposit (EMD).....	74
7.3.7	Procurement Policy on Micro and Small Enterprises (MSEs) .....	75
7.3.8	Period of Validity of Bids.....	75
7.3.9	Deadline for submission of Bids.....	76
7.3.10	Late Bids.....	76
7.3.11	Modification And/ Or Withdrawal of Bids .....	76
7.3.12	Opening of Technical Bids by the Bank .....	76
7.3.13	Clarification of bids.....	77
7.3.14	Preliminary Examinations .....	77
7.3.15	Bid Evaluation.....	78
7.3.16	Arithmetic errors correction .....	78
7.3.17	No Commitment to Accept Lowest or Any Offer.....	78
7.3.18	Conditional Bids.....	79
7.3.19	Contacting the Bank .....	79
7.3.20	Award of Contract .....	79
7.3.21	Miscellaneous.....	80
7.4	COMMENCEMENT, COMPLETION, TERM AND TERMINATION.....	80
7.4.1.1	Cessation of Services .....	83
7.4.1.2	Payment upon Termination.....	83
7.4.1.3	Disputes about Events of Termination .....	83
7.4.2	Project Closure .....	83
7.4.3	Force Majeure.....	83
7.4.3.1	Definition .....	83
7.4.3.2	No breach of Agreement .....	84
7.4.3.3	Delay, Penalty and Termination.....	84
7.4.4	Indemnity .....	84
7.4.5	Limitation of liabilities.....	85
7.4.6	Waiver.....	86
7.4.7	Violation of terms .....	86
7.5	OBLIGATIONS OF THE BIDDER .....	86
7.5.1	Ownership of Delivered Product / Services .....	86
7.5.2	Confidentiality.....	86
7.5.3	Subcontracts.....	87
7.5.4	Standards of Performance.....	88
7.5.5	IPR Infringement .....	88
7.5.6	Accounting, Inspection and Auditing.....	88
7.5.6.1	Rights to Visit.....	89
7.5.7	Publicity.....	89
7.5.8	Statutory & Regulatory Compliance.....	89
7.5.9	Conflict of Interests and Non Compete .....	90
7.5.10	Documents prepared by the Bidder to be the Property of the "SIDBI".....	92
7.6	OBLIGATIONS OF SIDBI.....	92
7.6.1	Assistances in Clearances.....	92
7.6.2	Access to Land and Property.....	92
7.6.3	Payment .....	92
7.6.4	Intellectual Property Rights.....	92
7.7	PAYMENT AND PENALTY.....	93
7.7.1	Terms of Payment.....	93
7.7.1.2	Payment in case of upscaling / downscaling of Infrastructure .....	94
7.7.1.3	Payment in case of termination of projects .....	94
7.7.2	Taxes and Duties .....	94
7.7.3	Performance Bank Guarantee (PBG).....	95
7.7.4	Forfeiture of performance security.....	96

7.7.5	Penalty for Default in Services .....	96
7.8	SETTLEMENT OF DISPUTES.....	96
7.8.1	Amicable Settlement.....	96
7.8.2	Dispute Resolution.....	97
7.8.3	Arbitration.....	97
<b>8.</b>	<b>ANNEXURES.....</b>	<b>101</b>
8.1	ANNEXURE – I: BID COVERING LETTER.....	101
8.2	ANNEXURE – II: GENERAL INFORMATION ABOUT BIDDER.....	102
8.3	ANNEXURE –III : RESPONSE TO THE ELIGIBILITY CRITERIA .....	105
8.4	ANNEXURE – IV : TECHNICAL BID .....	107
8.5	ANNEXURE – V : DECLARATION REGARDING CLEAN TRACK RECORD.....	109
8.6	ANNEXURE – VI: LETTER OF COMPETENCE .....	110
8.7	ANNEXURE – VII : POWER OF ATTORNEY .....	111
8.8	ANNEXURE – VIII : LETTER OF CONFORMITY.....	112
8.9	ANNEXURE – IX : BANK GUARANTEE .....	113
8.10	ANNEXURE – X : COMMERCIAL BID.....	116
8.10.1	Format A (Cloud Hosting and Services and Maintenance of Portal) .....	116
8.10.2	Format B-Fixed Cost for Development / enhancement of the portal for planned activities .....	117
8.10.3	Format C –Optional Rates .....	117
8.11	ANNEXURE – XI: NON-DISCLOSURE AGREEMENT .....	121
8.12	ANNEXURE – XII : BANK MANDATE FORM .....	122
8.13	ANNEXURE – XIII : STATEMENT OF DEVIATIONS.....	124
8.14	ANNEXURE – XIV - EMD / BID SECURITY FORM.....	125
8.15	ANNEXURE – XV : RESOURCE CREDENTIALS .....	127
8.16	ANNEXURE – XVI : PRE CONTRACT INTEGRITY PACT.....	128
8.17	ANNEXURE – XVII : ROLES AND RESPONSIBILITIES OF LEAD BIDDER AND CONSORTIUM PARTNER...	134
8.18	ANNEXURE – XVIII : TECHNICAL COMPLIANCE FOR CLOUD REQUIREMENTS .....	135

## List of Tables

Table 2-1	Submission of Bids.....	16
Table 3-1	IT Infrastructure Details.....	21
Table 4-1	Project Scope Categories .....	25
Table 4-2	Features for Malware monitoring, Audit, Vulnerability Assessment Service.....	47
Table 4-3	Standards for the Portal .....	51
Table 4-4	Projected Concurrent Users .....	55
Table 4-5	Severity of Defects.....	56
Table 4-6	Priorities of Defects and Resolution SLAs.....	56
Table 4-7	Compliance Level for SLAs.....	57
Table 4-8	Penalty for SLAs.....	57
Table 4-9	Project Duration .....	60
Table 4-10	Assets and IPR Ownership.....	60
Table 5-1	Minimum Eligibility Criteria .....	62
Table 6-1	Technical Scoring Parameters.....	65
Table 7-1	MSME Status.....	75
Table 7-2	Terms of Payment .....	93
Table 7-3	Terms of Payment for Fixed Cost.....	93
Table 8-1	Instance Sizing Details.....	119
Table 8-2	List of Deviations.....	124
Table 8-3	Resource Credentials .....	127

---

## 1. Introduction and Disclaimers

### 1.1 Preface

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling SIDBI to select a Service Provider for development, maintenance, hosting and support of Standup Mitra portal and associated web-sites which are used to re-direct end-users to the Standup Mitra portal. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

### 1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

### 1.3 For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder").

### 1.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

### 1.5 Costs to be borne by Respondents

---



---

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

## **1.6 No Legal Relationship**

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

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

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

## **1.8 Evaluation of Offers**

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

## **1.9 Acceptance of Selection Process**

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

## **1.10 Errors and Omissions**

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

## **1.11 Acceptance of Terms**

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

## **1.12 Requests for Proposal**

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

Contact : Saikat Daw  
Position : Asst. General Manager (Systems)  
Email : saikat@sidbi.in  
Telephone : +91 - 22 - 67531227  
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 will be taken to form part of that Respondent's response.

---



---

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

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

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

### **1.13 Notification**

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

## 2. RfP Response

### 2.1 Bid Price

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

### 2.2 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit. Details of the EMD are given in section 7.3.6. MSMEs are exempted from submission of EMD.

### 2.3 RFP Closing date

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

### 2.4 RfP Validity Period

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

### 2.5 Late RFP Policy

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

### 2.6 Receiving of RFP Response

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

### 2.7 Requests for information

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

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

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

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

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

## 2.8 Pre-Bid Meeting

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

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

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

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

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

## 2.9 Disqualification

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

## 2.10 Selection process

Successful Bidder will be selected through three bids evaluation process :

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

## 2.11 Details of Bids to be Submitted

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

**Table 2-1 Submission of Bids**

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
<b>I</b>	<b>Minimum Eligibility Bid</b> <ol style="list-style-type: none"> <li>Bid Covering letter as per format prescribed in <a href="#">Annexure-I</a></li> <li>General Information about Bidder as prescribed in <a href="#">Annexure-II</a></li> <li>Response to Minimum Eligibility Bid as per format prescribed in <a href="#">Annexure-III</a></li> <li>DDs/Instruments towards bid price</li> <li>DDs/Instruments towards Earnest Money Deposit (EMD) OR Bank guarantee towards EMD as per format prescribed in <a href="#">Annexure-XIV</a>.</li> <li>Bank Mandate Form as per format prescribed in <a href="#">Annexure-XII</a>.</li> </ol>	One hardcopy and one softcopy on CD / pendrive	<b>“Minimum Eligibility – Request for Proposal for Development Maintenance and Hosting of Portal – (RfP No : 400/2016/1205/BYO/ITV)”</b>
<b>II</b>	<ol style="list-style-type: none"> <li>Technical Bid</li> <li>Response to Technical Bid as per format prescribed in <a href="#">Annexure-IV</a></li> <li>Declaration regarding clean track record, as per format prescribed in <a href="#">Annexure-V</a>.</li> <li>Letter of competence as per format prescribed in <a href="#">Annexure-VI</a>.</li> <li>Power of Attorney as per format prescribed in <a href="#">Annexure-VII</a>.</li> <li>Letter of Conformity as per format prescribed in <a href="#">Annexure-VIII</a>.</li> <li>Non-disclosure Agreement as per format prescribed in <a href="#">Annexure-XI</a>.</li> <li>Statement of Deviation as per format prescribed in <a href="#">Annexure-XIII</a></li> <li>Masked Commercial bid as given in <a href="#">Annexure-X</a></li> <li>Resource credentials <a href="#">Annexure-XV</a></li> <li>Pre Contract Integrity Pact as per format prescribed in <a href="#">Annexure-XVI</a></li> <li>Roles and Responsibilities of Lead Bidder as per format in <a href="#">Annexure-XVII</a></li> <li>Technical Compliance for Cloud</li> </ol>	One hardcopy and one softcopy on CD / pendrive	<b>“ Technical Bid – Request for Proposal for Development Maintenance and Hosting of Portal – (RfP No : 400/2016/1205/BYO/ITV)”</b>

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	Requirements as per format given in <b>Annexure-XVIII</b>		
<b>III</b>	<b>Commercial Bid</b> <ul style="list-style-type: none"> <li>Response to Commercial Bid as per format prescribed in <b>Annexure-X</b>.</li> </ul>	Hardcopy – One	<b>“Commercial Bid – Request for Proposal for Development Maintenance and Hosting of Portal – (RfP No : 400/2016/1205/BYO/ITV)”</b>

2. Above mentioned three separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “Bid for Request for Proposal for Development Maintenance and Hosting of Portal – **(RfP No : 400/2016/1205/BYO/ITV)**”
3. All the individual envelopes must be super-scribed with the following information as well:
  - i) Name of the bidder, Contact Name, Number and e-mail id.
  - ii) Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

## 2.12 Important Points for Bid Submission

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

1. Authorised signatory must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. The RfP is floated on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP) 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.

## 3. Background

### 3.1 Introduction

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities.

#### 3.1.1 Financial Support

Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions (PLIs), such as, banks, State Financial Corporations (SFCs), etc. for onward lending to MSMEs and (b) direct assistance in the niche areas like risk capital/equity, sustainable finance, receivable financing, service sector financing, cluster specific financial products, schemes and processes, funding for MSME infrastructure and funding for marketing activities. The cumulative disbursement till March 31, 2015 by SIDBI to the MSME sector since inception stood over ` 3.90 lakh crore, benefitting around 346 lakh persons / units.

#### INDIRECT FINANCE

- **Refinance:** The Bank provides refinance support to primary lending institutions (PLIs) comprising mainly banks together having a network of more than 1 lakh branches. Refinance constitutes around 80% of the Bank's portfolio as on March 31, 2015. Refinance is extended for (i) Setting up of new projects and for technology upgradation / modernisation, diversification, expansion, rehabilitation, energy efficiency, adoption of clean production technologies, etc. of existing MSMEs, (ii) Service sector entities and (iii) Infrastructure development and up-gradation.
- **Micro Finance:** SIDBI's micro finance serves as a potent tool of inclusive growth and attainment of Millennium Development Goals by catering to the bottom-of-the-pyramid sections of the society. As a part of its responsible finance initiative, SIDBI has created a Lenders' Forum comprising key MFI Funders with a view to promote cooperation among MFI lenders for leveraging support to MFIs. Besides, SIDBI has developed a Code of Conduct Assessment (COCA) Tool, which applies to providing credit services, recovery of credit, collection of thrift, etc. undertaken by MFIs.

#### DIRECT FINANCE

SIDBI provides direct credit to MSMEs mainly to supplement and complement the efforts of banks and FIs in providing credit to the MSME sector. Focus of direct lending is mainly on the areas, where gaps exist or in clusters or in niche areas through product and process innovations. Some of the major financing schemes of SIDBI are as under:

- **Equity Assistance:** With a view to ameliorating the problems faced by the MSMEs in accessing growth capital, SIDBI had started the risk capital operations to support the growth requirements of a number of MSMEs including leveraging of senior loans, marketing / brand building, technical knowhow, etc. where bank loans are generally not available as such investments are non-asset creating. SIDBI offers the quasi-equity support which is collateral free, having higher moratorium on repayment and a flexible structuring.
- **Sustainable Finance:** As a part of its Green initiative, SIDBI has developed specialized loan schemes to promote energy efficiency (EE), cleaner production (CP) and environment protection in the MSME sector. These loans are under bilateral lines of credit from international agencies such as JICA, Japan; AFD, France; and KfW, Germany. SIDBI's strategic partnership with World Bank (WB) and Bureau of Energy Efficiency (BEE), Ministry of Power, Govt. of India for financing energy efficiency in MSMEs has provided an impetus to EE based investments.
- **Service Sector Financing:** In view of the growing share and importance of service sector to national income, employment and entrepreneurial opportunities, SIDBI has focused on increasing the share of service sector portfolio in its business. SIDBI has negotiated new lines of credit for service sector with international funding agencies like World Bank and JICA, Japan.
- **Addressing Delayed Payments:** In order to help the MSMEs for quicker realization of their receivables, SIDBI fixes limits to well-performing purchaser companies and discounts usance bills of MSMEs / eligible service sector units supplying components, parts, sub-assemblies, services, etc. so that the MSME / service sector units realise their sale proceeds quickly. SIDBI also offers invoice discounting facilities to the MSME suppliers of purchaser companies.

### Recent Initiatives

- **SIDBI Make in India Loan for Enterprises [SMILE] Scheme** to make available soft loan, in the nature of quasi-equity to meet the required debt-equity ratio and term loan on relatively soft terms for establishment of new MSMEs, as also for pursuing opportunities for growth for existing MSMEs.
- **India Aspiration Fund** to boost the start-up Venture Capital ecosystem in the country. It will act as a Fund of Funds managed by SIDBI and will be contributing to MSME focused VCFs, which will enable them to raise private capital, thus enhancing the flow of equity to start-ups and growth stage MSMEs in the country.
- **Make in India Fund** to make our MSMEs world class manufacturing hub. Under the fund, concessional finance are provided to identified MSME sectors.
- **Micro Units Development & Refinance Agency (MUDRA)** for funding the unfunded by way of providing refinance support to last mile financial



institutions for extending credit to small and micro enterprises up to Rs 10.00 lakh.

- SIDBI has also set up various subsidiaries / associates to create an enabling ecosystem for MSME growth.
  - i) SIDBI Venture Capital Ltd. (SVCL) was set up in 1999 to give venture capital / private equity assistance,
  - ii) Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) set up in 2000 to provide collateral free / third-party guarantee free loans to micro and small enterprises (MSEs),
  - iii) SMERA Ratings Ltd. (SMERA) set up in 2005 to provide comprehensive ratings to MSMEs,
  - iv) India SME Technology Services Limited (ISTSL), set up in 1995 offers technology advisory and consultancy services,
  - v) India SME Asset Reconstruction Company Ltd. (ISARC) set up in 2008 for speedier resolution of NPAs.

### 3.1.2 Promotional and Developmental (P & D) Support

- **Promoting Youth Entrepreneurship** through a website [www.smallB.in](http://www.smallB.in) to provide handholding guidance information on how to set up new units and how to expand the existing ones.
- **MSME Advisory services** like guiding new / existing entrepreneurs regarding availability of credit from banks, government subsidies, debt counselling.
- **Loan Facilitation** to MSMEs to help them avail credit from banks/FIs.
- **Micro Enterprises Creation** which aims at promoting viable rural enterprises leading to employment generation in rural areas.
- **Entrepreneurship and Skill development** through reputed institutions throughout the country, with special emphasis on women, weaker section, specific industry groups / service sector.
- 

## 3.2 Stand-up India Scheme

- Stand-Up India scheme (SUI) and web based interactive portal ( [www.standupmitra.in](http://www.standupmitra.in) ) were launched by the Hon'ble Prime Minister on April 05, 2016.
- Under the guidance of Dept. of Financial Services, Ministry of Finance, Govt. of India, [www.standupmitra.in](http://www.standupmitra.in) portal has been developed by SIDBI.
- Stand Up India (SUI) Scheme envisages to enhance inclusive access of credit to the excluded segments of the society (SC/ST/Women) and endeavours to activate entire banking network comprising 1.25 lakh bank branches coupled with availability of active handholding agencies across the country.
- SUI has 3 important features viz. (i) handholding support; (ii) loans from banks and (iii) guarantee support for collateral free lending from NCGTC



- Collateral free Access:- The Credit Guarantee Scheme for Stand Up India (CGSSI) for collateral free loans under Standup India has been notified (effective from April 5, 2016).
- Further details about the scheme and its objectives can be obtained at [www.standupmitra.in](http://www.standupmitra.in)

### 3.3 IT Infrastructure of the Portal

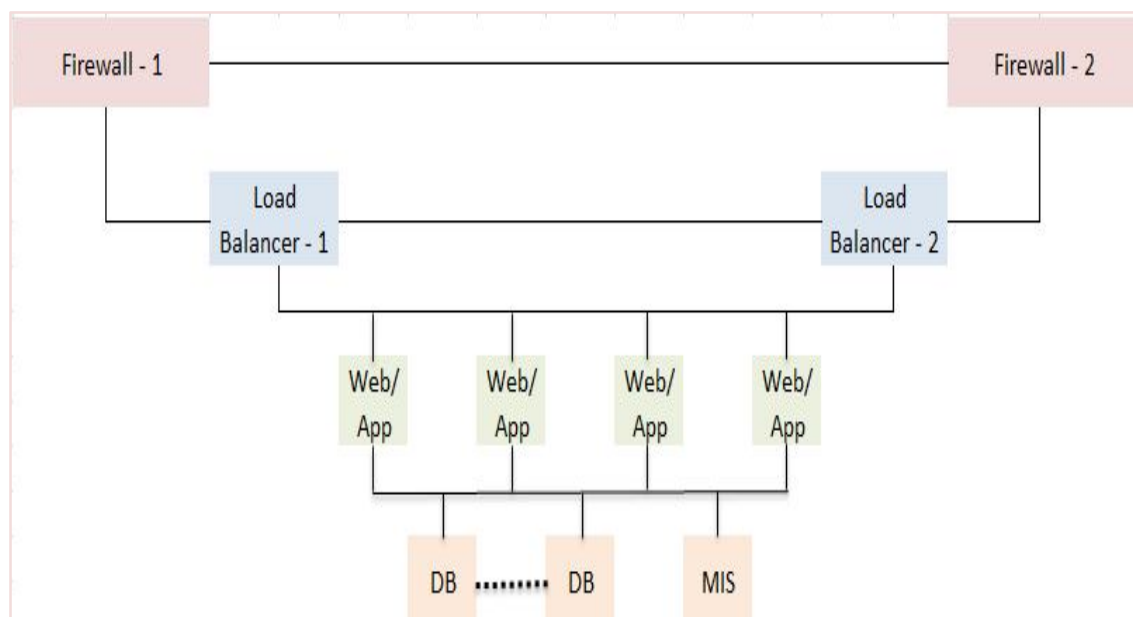
#### 3.3.1 Current Setup

The Standup India portal and associated websites are hosted with ESDS at its datacentre at Nashik. The current service provider (Mastek Ltd.) carries out development / maintenance / enhancement of the Standup Mitra portal, its associated website SIDBI Udyami Mitra and provides managed services of IT infrastructure for hosting the “Portal”

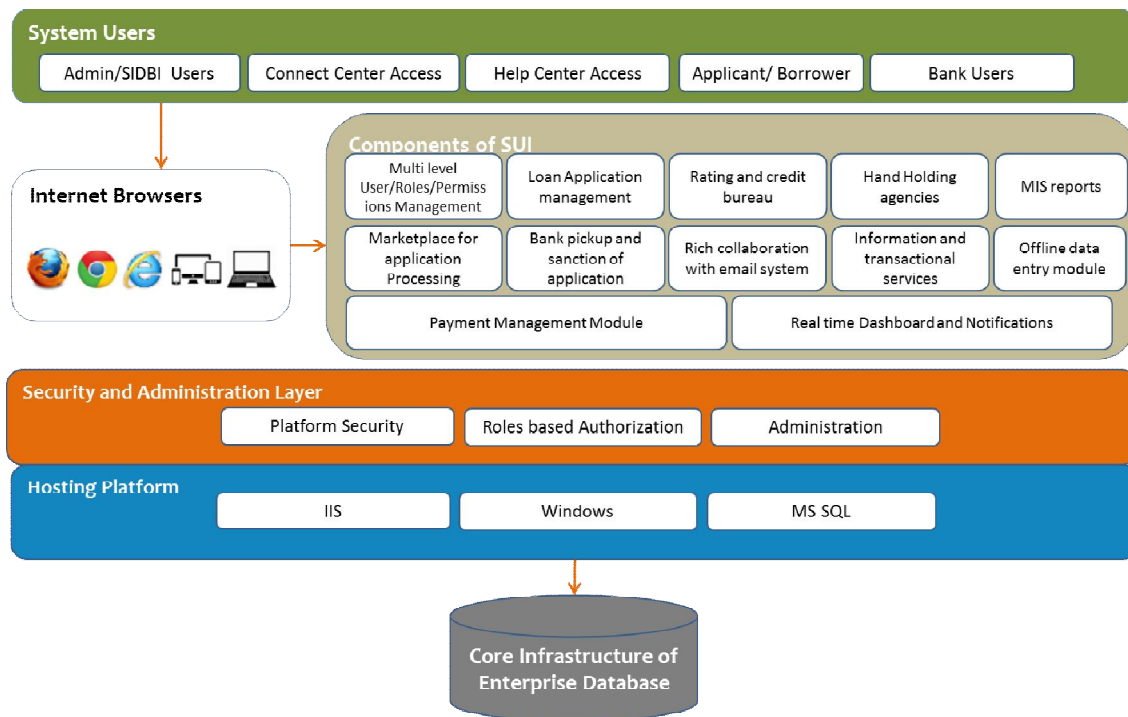
**Table 3-1 IT Infrastructure Details**

Infrastructure Type	Details of Components
Hardware	Web / Application servers Database Servers MIS servers
Operating Systems	Windows Server 2012 R2
Backend database	MSSQL 2014 Enterprise Edition in cluster. MSSQL 2014 Standard for MIS
Technologies and Tools	Microsoft ASP.NET, C# on .NET framework 4.0, IIS 7.0

#### 3.3.2 Current landscape of hosting at datacentre



### 3.3.3 Solution Architecture



### 3.3.4 Portal Stakeholders

The following are the stakeholders in the portal:

- Applicants
- Payment Gateway provider
- Platform Operator - SIDBI
- Lead District Managers
- SUI Connect Centers – SIDBI & NABARD
- SUI Help Centers
- Credit Information Bureau
- Credit Rating Agency
- Lenders and their Branches
- Credit Guarantee Agencies
- Government Departments

### 3.3.5 Portal Functionality

- The portal acts as a virtual facilitator to provide linkages in the financial services ecosystem. It provides a unique match making platform to loan seekers, lenders as also handholding agencies. It has 2 important features viz. (i) handholding support; (ii) loans from banks.
- The portal has the capability to accept STAND-UP, MUDRA or other MSME loan applications, presently upto Rs 1 crore.
- It aims to be a crucial interface layer to create a support system with Lead District Managers (LDMs), Stand Up Help Centres (SUHCs- comprising handholding

agencies) and Stand Up Connect Centres (SUCCs- comprising NABARD and SIDBI).

- Access the website through [www.standupmitra.in](http://www.standupmitra.in) and through [udyamimitra.in](http://udyamimitra.in) (hereafter referred to as portal).
- The portal is available in Hindi or English Versions.
- The portal endeavours to replace the manual operations (applicant has option to submit online or physical application with the banks) with electronic platform where pre-sanction process shall get standardised (for example application form is acceptable by all banks active on portal) in a more simpler way in all banks.
- The portal offers a virtual market place where bankers are able to undertake online perusal and picking of lodged loan applications as also undertake offline processing. The response to such online loan requests involves marking of sanctions and rejections on the portal itself. Those applications which are submitted physically with banks and sanctioned, the same are to be fed on the portal. The portal also has the module to capture offline data pertaining to the loan sanctioned outside the portal.
- Based on information furnished by a prospective entrepreneur, the portal categorizes the applicant into 'Trainee' (those needing training before they are ready for entrepreneurial pursuit) and 'Ready' borrowers (ready enough to approach banks or say bankable) and guides them to access handholding support, if trainee borrower
- Enables submission of direct loan application which allows applicants to choose 3 preferred bank/bank branches for processing their application. However portal also allows any bank active on portal to pick the case even if not being among the three preferred banks.
- The Portal is designed to enable registration, obtain application forms, gather and upload information and assists in tracking and monitoring. The portal endeavours to activate entire banking network comprising 1.25 lakh bank branches. Online Monitoring and Evaluation:- Whether the cases are picked online or offline, once banks submit information (as per prescribed format) the same shall be processed for monitoring and evaluation without resorting to banks, time and again.
- Ease of access/navigation
  - Short Audio Visual (AV) media is hosted on the portal to facilitate navigation of the portal with ease for the benefit of bankers, applicants and handholding agencies. These are updated from time to time incorporating changes, if any, on the portal.
  - Brochure and Flyers have been uploaded on website for dissemination of information on scheme. These can be downloaded for translation in vernacular languages or printing for wider dissemination.
  - Frequently Asked Questions (FAQs) have been hosted on the portal for the benefit of applicants and bankers.
  - User manual has also been hosted to facilitate activation and usage of portal
- The portal provides functionality of a payment gateway (presently not enabled since no charges are levied), is integrated with Credit Bureau (presently not enabled), has ability to send and receive e-mails (with rich content) and SMSs.
- Submission of the application is linked with AADHAR reducing the possibilities for submission of multiple applications by one borrower.

---

## 4. Project Scope

### 4.1 Objective

- a. SIDBI intends to select a Service Provider for development, maintenance, enhancement, support and hosting of its existing Standup Mitra and Udyami Mitra websites and portal and / or any associated portal / website for the purpose.
- b. The Bank is inviting the established Agencies / Firms (referred in the document as Bidder or Service Provider), capable of providing end-to-end services covering the scope of the project defined in this document for the ongoing and new initiatives of development and maintenance to be undertaken by the Bank on the said portal or any associated portal / website for the purpose. The overall scope defined in this RFP document is indicative and only mentions the broad areas from which the specific requirements would be derived from.
- c. The proposed solution shall be scalable, extensible, highly configurable, secure and very responsive and shall support integration and interfacing with other software and solutions (existing legacy and acquired in future), developed or used by SIDBI or its partner / associate institutions and / or other stakeholders.
- d. The e-platform would enable prospective customers an access to handholding and loan applications as per requirements by paying fees wherever needed. It would also give them access to a knowledge bank (with project profiles) and information on various hand-holding organizations, their offerings, calendars etc. The portal is also expected to carry out matchmaking between offerings of the handholding agency and applicant requirement. The portal would endeavour to provide single window services which would enhance comfort and confidence level of MSMEs as well as lenders to handle the MSME loan proposals.

## 4.2 Scope in Detail

Total scope of the project has been divided into three categories as follows :

**Table 4-1 Project Scope Categories**

Category	Description
1	Hosting & management of the portal
2	Maintenance and support of web-portal software
3	Development, enhancement and implementation of the portal software for planned activities defined
4	Development and implementation of portal software for evolving changes

### 4.2.1 Hosting of the existing portal / website and its management

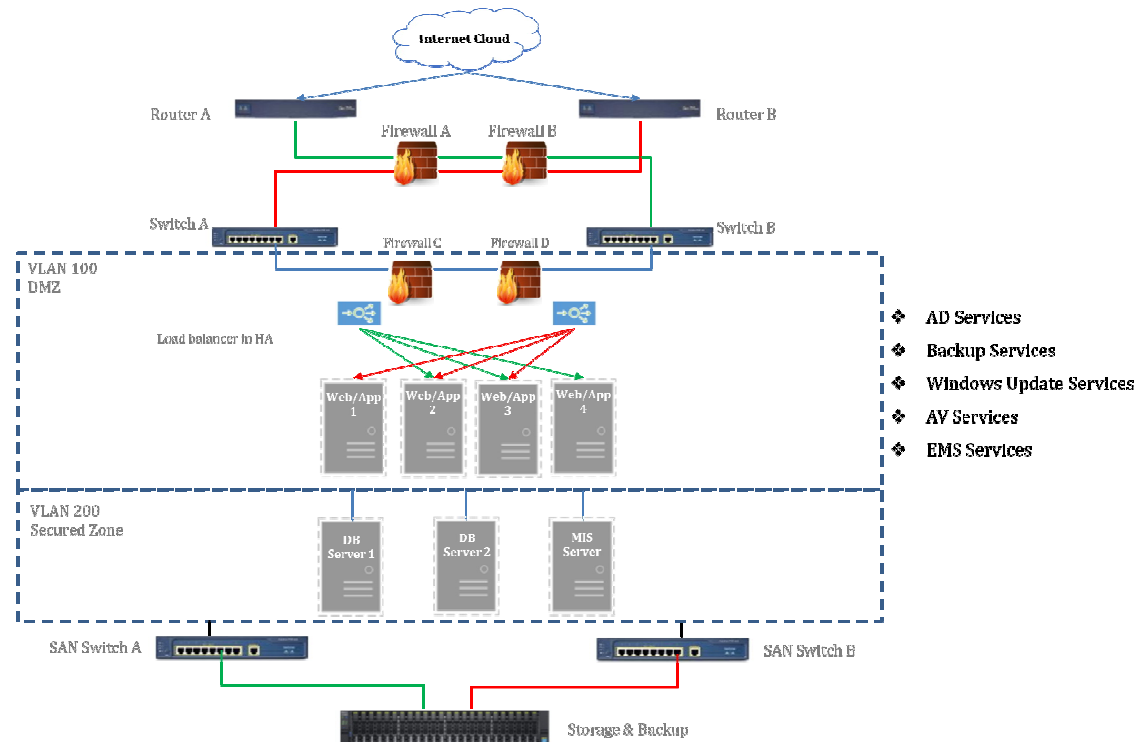
- e. The selected Bidder will have to take over the current portal operations in a seamless manner from the existing service provider within 2-3 weeks of receipt of the work order and ensure web / portal hosting, help desk facility and maintenance support (as stated above) in an uninterrupted manner during and after the transition.
- f. Provide hosting facility for both primary and DR site. DR specific details are provided in section 4.2.8.2.
- g. Migration of portal application from the existing hardware setup to new hardware setup for both primary and DR.
- h. Resolve all technical issues/queries faced by portal users/stakeholders.
- i. Send Daily status reports and Ad hoc reports as required by the Bank.
- j. Provide web portal maintenance support 24X7X365 days for 5 years.
- k. Ensure that the portal operations are secure and free from attacks, 24X7 proactive monitoring, protection against hacking and cyber crimes. Selected Bidder to provide "Safe to Host" certificate initially and then at periodic intervals of every 6 months.
- l. Provide highly secured, managed, Uptime / TIA 942 Tier3 compliant Data Center Core Infrastructure covering the operational, computing infrastructure consisting of Hardware (Servers, Routers, Switches, and Networking Equipment), Operating Systems and associated Software (as middleware / application server software, database etc.), Internet Leased Lines with fail-over/redundancy). The Data Center should not be in Seismic Zone IV or V with primary data centre located in Mumbai / Navi Mumbai / Thane and DR site located outside Maharashtra.
- m. The proposed solution should have features like expand, scale up or scale out, horizontal & vertical scaling, upgrade the resources (virtual) including but not limited to Processors, Memory, Storage, Internet bandwidth, on the fly. Bidder's needs to comply with these specifications and quantities mentioned in here. This

specification and quantity is minimum as required for the scope of work mentioned in this RFP. However Bidders at their interpretations can propose infrastructure over and above this minimum specification as mentioned in this RfP.

- n. The data-center shall be equipped with state-of-the art physical, logical and network security solutions, appliances and equipment including surveillance, monitoring and management platforms and should be able to be monitored by a monitoring tool with facility to raise alerts in form of SMS, email & incident ticket
- o. The data-center shall be physically located in India. The Bidder must provide self-certification in this regard.
- p. Ensure adequate Internet Bandwidth for all portals / websites hosted in the data-center with SLA for availability, accessibility, security and response time and latency. The bidder should propose data center's own IP address and have multiple upstream providers so that if connectivity from either service provider goes down, redundancy is maintained.
- q. The Bidder shall provide the tool to monitor the infrastructure proposed comprising of resource utilization of all the servers, storage, network devices, bandwidth, facility to monitor the private cloud environment using the same console as that of monitoring tool
- r. Provide Data Center Operations and Management Services in 24x7x365 days throughout the contract period.
- s. Provide 9x6 (9 hrs x 6 days) Level 1 Customer Support to SIDBI, SIDBI Partners/Customers via email and telephone. In case of emergency / exception Bidder may be required to extend support over and above this support window.
- t. SIDBI, and its appointed third-party auditors may visit the Bidder data-center or its delivery center (project team space and infrastructure) for auditing. The Bidder shall provide assistance and furnish the relevant information requested by the auditors, RBI inspection team etc.
- u. Content management of the website will be managed and monitored by the Bidder.
- v. No freeware software to be used.

#### **4.2.1.1 Expected landscape of primary site hosting**

The expected initial landscape of primary site should be at least as follows:



#### 4.2.1.2 Website Maintenance

- Maintenance of Web-servers for respective sites where the websites are hosted.
- Up-loading, Removing, Moving of web pages, links etc. – modification of contents, design etc. Graphics, animation, advertisements
- Maintenance, additions, updation in Contents (static & dynamic) and Graphics etc. of web site.
- Effecting creative changes within the overall structure/design of the existing site. Any major change to be effected within a reasonable time depending on the work content and should be carried out within a maximum period of 3 days from the date of posting.
- Designing, hosting, removal of new flash, banners, links, web pages as required.
- Bug fixing, ensuring smooth access by browser from / through relevant modes.
- Administration of database server and the database including uploading of data.
- The standard modules for all the Corporate website should be provided and maintained viz.
  - Registration Module: Registration facility for different categories of visitors.
  - Subscription (RSS) feeds to all pages of website.
  - Search
  - FAQ (Frequently Asked Questions)
  - Module for uploading news feeds, FAQ, User manual, Press Release, Add Ticker (Header which can include images). Content sourcing would be done by SIDBI.

## 4.2.2 Development / enhancement of the portal for planned activities

- a. Including Credit Rating Agencies with the portal operations for providing rating services
- b. Linking with UIDAI portal for verification and obtaining demographic details of Aadhaar using services of NPCI / others as KUA / AUA.
- c. Integration- It is intended that as the portal evolves, rating agencies, credit information companies, guarantee companies, government agencies providing subsidies shall also be integrated on the portal to enable it provide end to end financial solution. Accordingly, provision for following integrations are required:
  - a. Integration with payment gateways for payments/ fees etc. of participants
  - b. Provision of Portal services through mobile application and / or integration with other SIDBI portals/App (or such partner as specified by SIDBI) as also integration with other institutions such that flow of application ( loan and or subsidy) happens from their respective website to this portal
  - c. Integration through API's / web-services based on service oriented architecture with credit information companies having to and fro information movement with adequate security mechanism.
- d. Portal real time usage statistics, goals, visitor tracking, traffic, behavioural and portal analytics through dashboards and detailed reports using web-analytics tools.
- e. Information flow to and from NCGTC and CGTMSE, and integration with NCGTC / CGTMSE Credit Gurantee Platform for Standup India Credit Guarantee and other guarantee schemes. It is envisaged that the systems would interact through APIs, web-services based on service oriented architecture. Broad details are given below:
  - i) Data of Loan applications submitted on the SUI portal data should flow from SUI portal to CG(Credit Guarantee) portals. Based on the data of loan application, it should go to CGTMSE / NCGTC portals.
  - ii) Based on the provided data of loan applications, CGTMSE / NCGTC application will provide availability of Credit Guarantee conditionally (subject to fulfillment of respective Credit Guarantee schemes).
  - iii) Confirmation of conditional availability of Credit Guarantee will be tagged with the respective loan application, and this information should flow from CGTMSE / NCGTC application to SUI portal.

### 4.2.2.2 Penalty Development / enhancement of the portal for planned activities

Application Development			
Sr. No	Parameter	Metric	Penalty
1.	Adherence to agreed planned	The delay for the project should not exceed more than	Rs. 5,000 for the first week and Rs. 10,000 for every



	development schedule.	a week without a justified reason agreed and approved by SIDBI. Thereafter for each week of delay, penalty will be levied.	subsequent week subject to a maximum of 5% of component value. The penalty will be levied for reasons attributable to the Bidder.
--	-----------------------	--	---

### 4.2.3 Manage and implement evolving changes

- a. The Portal envisages to act as an enabler and single MSME loan connect portal meeting the requirements of MUDRA, Standup India and MSME loans including subsidy (state, central or institutional) .
- b. The portal would continue to act as a virtual facilitator to provide linkages in the financial services eco-system. It would continue to evolve a unique match making platform to loan seekers, lenders as also handholding agencies with 3 important features viz. (i) handholding support; (ii) loans from banks and (iii) guarantee support for collateral free lending.
- c. The selected Bidder would be required to upgrade the existing portal and also arrange for the required infrastructure to meet the operations on the upgraded portal.
- d. The portal is still in the evolution phase and new ideas and requirements would need to be incorporated into this portal as and when required. The same would be done through change management as per the defined person-month rates for the efforts estimated. The change management procedure is defined in section 4.3
- e. The changes / enhancements required for the portal may be required to be carried out in an urgent manner in order to maintain the relevance, competitiveness of the portal. The Bidder would be required to ramp up the team **at a short notice** according to such requirements based on mutually agreed timeframes.
- f. The portal offering all type of loans
- g. Integration of the portal with Core Banking Solutions (CBS) of the participating Banks
- h. Complete loan management services viz. Loan origination, submission, online processing, monitoring and evaluation. However the Loan Origination System (LOS) would be procured separately by SIDBI. Bidder would be required to host the same, and integrate with the portal and with CBS of Banks. Commercials will be decided based on optional rates being obtained as part of RfP.
- i. E-learning modules for potential entrepreneurs with thrust on financial literacy and handholding
- j. Creating market place for handholding where in aggregation ( of applicant in and around their area on lines of loan application related market place) , space for hosting information about their expertise/experience and offerings, hosting of annual calendar of events/trainings/programmes, ratings, standardisation of courses/curriculums/offerings, specifying fees/charges etc.
- k. Data Analytics- design a utility wherein maximise the takeaway to stakeholders including trend analysis, Turn-around time, sectoral performance, customer

response, etc. using graphical tools in line with stakeholders requirement. However the BI / Data Analytics tool would be separately procured by SIDBI. Bidder would be required to host the same and integrate with the portal. Commercials will be decided based on optional rates being obtained as part of RfP.

1. Integration- It is intended that as the portal evolves, rating agencies, credit information companies shall also be integrated on the portal to enable it provide end to end financial solution. In addition to these, provision for following integrations:
  - a. Provision to connect borrowers with e-discounting service providers, e-marketing companies, e commerce entities etc.
  - b. Integration with Udyog AADHAR such that one is able to apply for Udyog AADHAR from the portal.
  - c. Presently loan market place of portal captures perusing, picking and offline processing. Integration of processing tools such as SIDBI's in-house developed CART has to be examined, aligned and made operational
- m. Offering convergence opportunities for aspirants with state-level or institutional level subsidy schemes
- n. To develop strong & interactive feedback mechanism that would capture the extent these types of information systems are useful to MSMEs and stakeholders of MSME eco system.
- o. Complete state of art user experience management
- p. The platform can also enable exchange of information among lenders such as multiple banking and credit opinions of borrowers
- q. To realize "Contactless loans", Psychometric credit rating assessment of applicants to enable easy sanction of loan and reduction in the cost of loan. This will enable extending onboarding various enablers (Private Business Service Providers)
- r. Integrate the available data from e-commerce, utilities companies, Telcos etc; and use it for analytics for lending
- s. The requirements are not limited to the items listed above and any other new requirement need to be provided and maintained by the bidder.
- t. The rates for development will be used for the current project or any other additional project for SIDBI or any of its associate institutions during the contract period.

#### **4.2.4 Deployment of Onsite Resources**

Deployment of a fulltime on-site project coordinator at SIDBI premises (currently Bandra Kurla Complex, Mumbai) will be required who shall be responsible for effecting portal changes within a reasonable timeframe. This resource would act as a single point of contact for SIDBI for all activities under this project.

His / her primary responsibilities include but not limited to –

- i) Gathering the requirements.

- 
- ii) Communicating with all the stakeholders of the project
  - iii) Demos
  - iv) Coordination with Development team.
  - v) Status Updates to SIDBI
  - vi) Getting the work delivered from Development Team
  - vii) Assisting in UAT (User Acceptance Testing)

#### **4.2.5 Documentation**

The deliverables to be submitted to SIDBI in addition to the actual portal software solution, hosting, maintenance and support are listed below:

- a. Project Planning Documents
  - Project Plan
  - Software Requirements Specifications
- b. Requirements and Specifications Documents
  - Usability Standards
  - Style guide
  - Web Standards Compliance Policy
- c. Design Documents
  - Detailed Design Document
- d. Test Plan Execution Reports
  - Unit Test Reports
  - Integration Test Reports
  - System Test Reports
  - Performance Test Reports
- e. User Documents
  - User Manual
  - Admin Manual
  - Installation Manual
  - Training Kit
- f. Certification of DR drill and DR Testing Reports
- g. Safe to Host Certificate and CERT-IN security audit report and compliance.

---

#### 4.2.6 General Requirements

- a. The sign-off / acceptance of the implementation of software shall be provided to Bidder only after successful, acceptable UAT results meeting the quality, completeness and features, functionalities fulfilment.
  - b. The Bidder shall conduct Functionality, Browser Compatibility, Accessibility, Scalability, Application Security and Penetration Testing and seek sign-off from SIDBI before implementing the Software Solutions developed / customized.
  - c. The Bidder shall submit the Test Summary Reports as well as Detailed Test Coverage Matrix with Bugs / Defects found and fixed by the Bidder team.
  - d. In addition, the Bidder shall provide Test Environment for conducting User Acceptance Testing to SIDBI or SIDBI appointed Bidder. The Bidder shall provide support (developer, operational and infrastructure) to SIDBI or SIDBI appointed vendor for UAT for each release of new features, modules throughout the contract period. The Selected Bidder shall also provide a Demo environment. These Test and Demo environment would be independent of the development and production environments.
  - e. The Selected Bidder shall operationalize the IT Solutions as decided by the SIDBI in close-coordination / collaboration with SIDBI Project / Program Management Team.
  - f. The Selected Bidder's support personnel shall manage and monitor the working of the whole IT Solution for referred portals.
  - g. The Selected Bidder shall provide a list of all the personnel working on the project including Name, Email, and Phone No. SIDBI may discuss / conduct interview with the individuals if may want. Bidder must carry out background checks of all such personnel.
  - h. The Bidder shall ensure and maintain the team attrition on the project and shall ensure adequate knowledge transition.
  - i. The Bidder shall submit the working source code of the Portal, custom developed software/solutions/systems, customization on top of existing products, configuration setup of any third-party commercially available software / solution to the SIDBI along with detailed documentation including but not limited to build instruction, structure of the code/projects, build environment configuration, installation, deployment and configuration etc.
  - j. The Bidder shall hand over the above mentioned source code etc. to SIDBI at quarterly intervals and carry out incremental knowledge transfer to SIDBI.
  - k. The Bidder shall demonstrate the submitted source code by building, installing, configuring and demonstration the working code to the SIDBI IT Team in Test Environment.
  - l. The Bidder would be required to hand-over the source code and carry out complete knowledge transfer to any third party as decided by SIDBI in case of such a requirement.
  - m. The Bidder shall assign non-exclusive, for-life, royalty-free rights to use, customize and extend / integrate with any other system for the Portal source code, along with customised source code for any commercially available software tools / products / solutions used to develop "the Portal".
-

- 
- n. “The Portal”, its source code, specifications and design / architecture etc., shall be an Intellectual Property of SIDBI and the Bidder shall indemnify SIDBI from any violation /infringement claimed by Bidder or any third-party due to using knowingly or unknowingly the intellectual properties / copy-righted material for designing and developing the portal.
  - o. The Bidder can't use source code or part of it for providing similar or any other services to any other party without the written approval of SIDBI.

#### **4.2.7 Application related Technical Requirements**

- a. Applications / Software Solutions must be web-enabled and shall be based on Responsive Web Architecture.
- b. Applications / Software Solutions must be based on adequate flexibility, significant configurability, process large volume of transactions in near real-time manner
- c. Applications / Software Solutions must have secure APIs for extensibility, interoperability and integration.
- d. Applications / Software Solutions must use scalable, highly secure relational database.
- e. Language Support: Applications / Software Solutions must provide support for Bilingual language (English and Hindi) and support Unicode formats.
- f. Dates: Applications / Software Solutions must properly display, calculate, and transmit data in 21<sup>st</sup> Century Date Data format (DDMMYYYY), and also support Long Date Format (Day, Date, Month, Year)

Information technology relation standards to be considered while designing, developing and implementing the Applications / Software Solutions:

- g. Platform Flexibility:
  - Web-centric multi-tier, modular, componentized architecture
  - Tiers, modules and Components shall be able to deploy in to scale-out server farm deployment architecture for load balancing, fail-over and redundancy.
- h. Interoperability:
  - Use of standardized APIs
  - Use of standardized Web Services
  - Based on Service Oriented Architecture
  - Shall have inherited transaction fallback and recovery.
- i. Scalability:
  - Shall be able to process several transactions of several users simultaneously.
  - Shall have high throughput with no / negligible transaction errors
  - Shall be able to process transactions for several schemes / type of loans

j. Performance:

- High performance, low response time less than 50ms (server side) and up to 1000ms at last mile (end user within India) for web pages and forms, computed against 90th percentile response time for at least 1000 simultaneous users

k. Availability:

- 99.95% up time (application service level)

l. Usability:

- Shall comply with Guidelines for Indian Government Websites
- All user input forms titles should be Bilingual (English/Hindi) as per user's selection

#### 4.2.7.1 Capacity Building and Training

Provide proper hands-on training to end users by developing e-training modules for the users.

1. Impart functional and application administration training to the users through e-training modules and Video webinars for Banks training.
2. The training modules could include user training module, operation procedures and visual help-kit, video recordings etc.

### 4.2.8 Data-Center and DR site Hosting Infrastructure Technical Requirements

#### 4.2.8.1 General Cloud Requirements

- a. SIDBI intends to avail a **managed private cloud** for hosting “the Portal” at the Bidder's Data-Center.
- b. The data-center shall be at least a Uptime/TIA 942 certified Tier III data-center providing 99.982% services availability SLAs
- c. The data-center shall be well equipped with physical, logical, network and infrastructure security solutions, access protection systems including physical access control, and shall maintain the logs of the access.
- d. The data-center shall be well equipped with intrusion detection & protection systems, firewalls, system management solutions & tools, back-up & restore solutions, monitoring tools, network load balancer for applicable servers and network layer security to isolate the SIDBI portal production & test environment from other customers.
- e. The data-center shall have ability to scale up or down the servers/compute resources on-demand/ as desired without significant down time.

- 
- f. The compute infrastructure shall include the physical / virtual machines, operating systems, application servers, database server, anti-virus solutions and system management & back-up agents.
  - g. The IT infrastructure should be hosted on private cloud. The cloud should have following capabilities:
    - i) All the virtual machines should be auto scalable in terms of RAM and CPU.
    - ii) The cloud platform should be enough intelligent to predict incoming load and assign resources to virtual machines dynamically without rebooting system.
    - iii) Cloud platform should always allocate minimum 50% buffer resources against running load to handle sudden spikes.
    - iv) The cloud platform should provide high availability across virtual machines so that even if any host goes down, all guest virtual machines should be migrated to another host automatically.
    - v) Cloud platform should support horizontal load balancing along with vertical. Load balancer should be used to load balance traffic. Load balancer should be able to trigger new virtual machines to handle additional load. If load goes down, newly triggered virtual machines should be recycled.
    - vi) Cloud provider should give SIDBI a dashboard of all virtual machines to monitor allocated and used resources by the portal application.
    - vii) Cloud dashboard should allow to generate reports for trend analysis of system usage.
    - viii) SIDBI team should be able to get the console access of any virtual machines if require.
    - ix) There should be provision to generate historical reports of resources utilization.
    - x) There should be admin panel to create, delete, start, stop, and copy virtual machines.
    - xi) There must be provision to create golden image of virtual machine so that it can be used to make more machines of same configuration.
    - xii) There should be provision to take snapshots of machines so that working images of testing/quality machines can be taken.

*Note – “The Portal” compute infrastructure needs to be monitored continuously for resource consumption and scaled up/out to meet the performance levels of the services and should be able to generate appropriate alerts in case of any fault in any of the device within data-centre.*

#### **4.2.8.2 Disaster Recovery Management**

- a. Service Provider would be responsible for Disaster Recovery Services so as to ensure continuity of operations in the event of failure of primary data center and meet the RPO and RTO requirements.
-



- 
- b. RPO should be less than or equal to 15 minutes and RTO shall be less than or equal to 4 hours
  - c. However, during the change from Primary DC to DR or vice-versa (regular planned changes), there should not be any data loss.
  - d. There shall be asynchronous replication of data between Primary DC and DR and the CSP will be responsible for sizing and providing the DC-DR replication link so as to meet the RTO and the RPO requirements.
  - e. During normal operations, the Primary Data Center will serve the requests. The Disaster Recovery Site will not be performing any work but will remain on standby. During this period, the compute environment for the application in DR shall be available but with minimum possible compute resources required for a functional DR as per the solution offered. The application environment shall be installed and ready for use. DR Database Storage shall be replicated on an ongoing basis and shall be available in full (100% of the PDC) as per designed RTO/RPO and replication strategy. The storage should be 100% of the capacity of the Primary Data Center site.
  - f. In the event of a site failover or switchover, DR site will take over the active role, and all requests should be routed through DR site. The pre-requisite to route request to DR should be articulated properly and shared by service provider.
  - g. Whenever there is failover from primary DC to secondary (DR), compute environment for the application at DR site shall be **equivalent to DC** including all the security features and components of DC, without the failover components.
  - h. The installed application instance and the database shall be usable and the same SLAs as DC shall be provided.
  - i. The bandwidth at the DR shall be scaled up to the level of Data center when DR is activated.
  - j. The service provider shall conduct live DR drill for two days at the interval of every six months of operation wherein the Primary DC has to be deactivated and complete operations shall be carried out from the DR Site. However, during the change from DC to DR or vice-versa (regular planned changes), there should not be any data loss. The pre-requisite of DR drill should be carried out by service provider and SIDBI jointly. Certificate for DR drill should be submitted to SIDBI for compliance.
  - k. The service provider shall clearly define the procedure for announcing DR based on the proposed DR solution. The service provider shall also clearly specify the situations in which disaster shall be announced along with the implications of disaster and the time frame required for migrating to DR. The service provider shall plan all the activities to be carried out during the Disaster Drill and issue a notice to the Bank at least two weeks before such drill.
  - l. The disaster recovery plan needs to be provided by the service provider which needs to be updated half-yearly.
  - m. The service provider should offer dashboard to monitor RPO and RTO.
  - n. Any lag in data replication should be clearly visible in dashboard and alerts of same should be sent to respective authorities.
-



#### 4.2.8.3 Penalty for breach in Disaster Recovery Management

Disaster Recovery			
Sr. No	Parameter	Target	Penalty
1.	RTO	2 hours	Rs. 10,000 per additional hour of delay subject to a maximum delay of 10 hours.
2.	RPO	15 minutes	Rs. 10,000 per additional block of 15 minutes subject to a maximum delay of 5 hours.
3.	Live Drill	<ul style="list-style-type: none"> <li>To be conducted every 6 months</li> <li>Successful switch over and operation of application</li> </ul>	Rs. 10000 for delay of each week, subject to a maximum of 5 weeks delay.

#### 4.2.8.4 Cloud Service Provisioning Requirements

The Service provider should offer cloud service provisioning portal for SIDBI in order to provision cloud services either via portal, mobile app or automated using API.

- a. Cloud service provider should enable SIDBI to provision / change cloud resources through self service provisioning portal.
- b. Service provider should enable SIDBI to provision / change cloud resources from application programming interface (API).
- c. The user admin portal should be accessible via secure method using SSL certificate.
- d. SIDBI should be able to take snapshot of virtual machines from provisioning portal.
- e. SIDBI should be able to size virtual machine and select require operating system when provisioning any virtual machines.
- f. SIDBI should be able to predict his billing of resources before provisioning any cloud resources.
- g. SDIBI should be able to set threshold of cloud resources of all types of scalability.
- h. SIDBI should be able to provision all additional storages required for cloud services.
- i. SIDBI should be able to provision any kind of resources either static or elastic resources.
- j. SIDBI should get list of all cloud resources from provisioning portal.
- k. SIDBI should be able to set the scaling parameters like in case of horizontal scaling,
  - i) SIDBI should be able to set percentage / quantity of RAM consumption to trigger new virtual machines.

- ii) SIDBI should be able to set percentage / quantity of CPU consumption to trigger new virtual machines.
- iii) SIDBI should be able to set percentage / quantity of network bandwidth to trigger new virtual infrastructure.
- l. SIDBI should be able to set port on which horizontal scaling will work.
- m. SIDBI should be able to set minimum and maximum number of virtual machines which will be automatically provisioned as part of horizontal scaling to handle spike in load.

#### **4.2.8.5 Data Management**

- a. Service provider should always ensure that data is destroyed whenever any cloud virtual machine is recycled or deleted. The data destruction policy of service provider should be shared with SIDBI before.
- b. Service provider should clearly define policies to handle data in transit and at rest.
- c. Service provider should not delete any data at the end of contract period without consent from SIDBI.
- d. In case of scalability like horizontal scalability, the service provider should ensure that additional generated data is modify/deleted with proper consent from SIDBI.
- e. Service provider should ensure secure data transfer between PDC and DR site.
- f. Service provider shall put in place a system to prevent data leakage protection and prevention.

#### **4.2.8.6 Operational Management**

- a. Service provider should upgrade its hardware time to time to recent configuration to delivery expected performance for SIDBI.
- b. Investigate outages, perform appropriate corrective action to restore the hardware, operating system, and related tools.
- c. Service provider should manage their cloud infrastructure as per standard ITIL framework in order to deliver appropriate services to SIDBI.
- d. Service provider should deliver cloud having method and system for real time detection of resource requirement and automatic adjustments.

#### **4.2.8.7 Compatibility Requirements**

- a. Service provider must ensure that the virtual machine format is compatible with other cloud provider.
- b. SIDBI should be able to export the virtual machine from Service provider cloud and use that anywhere i.e., in different Service provider.
- c. Service provider should provision to import cloud VM template from other cloud providers.
- d. Service provider should ensure connectivity to and from cloud resources of SIDBI is allowed to/from other cloud service providers if required and approved by SIDBI.

#### **4.2.8.8 Cloud Network Requirement**

- a. Service provider must ensure that cloud virtual machine of SIDBI is into separate network tenant and virtual LAN.

- 
- b. Service provider must ensure that cloud virtual machines are having private IP network assigned to cloud VM.
  - c. Service provider must ensure that all the cloud VMs are in same network segment (VLAN) even if they are spread across multi datacenters of Service provider.
  - d. Service provider should ensure that cloud VMs are having Internet and Service Network (internal) vNIC cards.
  - e. Service provider should ensure that Internet vNIC card is having minimum 1 Gbps network connectivity and service vNIC card is on minimum 10 Gbps for better internal communication.
  - f. In case of scalability like horizontal scalability, the Service provider should ensure that additional requirement of network is provisioned automatically of same network segment.
  - g. Service provider must ensure that public IP address of cloud VMs remains same even if cloud VM gets migrated to another datacenter due to any incident.
  - h. Service provider must ensure that public IP address of cloud VMs remains same even if cloud VM network is being served from multiple Service provider datacenters.
  - i. Service provider must ensure that the public network provisioned for cloud VMs is redundant at every points.
  - j. Service provider must ensure that cloud VMs are accessible from SIDBI private network if private links P2P/MPLS is used by SIDBI.
  - k. Service provider must ensure that there is console access to cloud VMs, if SIDBI require to access it using IPSEC/SSL or any other type of VPN.
  - l. Service provider should ensure that cloud VM network is IPV6 enabled and all public facing devices are able to receive and transmit IPV6 data in addition to IPV4. The websites, portal need to be IPV6 compliant.
  - m. Service provider should have provision of dedicated virtual links for data replication between their multiple datacentre in order to provide secure data replication for DR services.
  - n. Service provider should ensure use of appropriate load balancers for network request distribution across multiple cloud VMs.

#### **4.2.8.9 Cloud datacenter specifications**

- a. The data-center of Service provider must be within India only.
- b. All the physical servers, storage and other IT hardware from where cloud resources are provisioned for SIDBI must be within Indian datacenters only.
- c. The datacentres should have adequate physical security in place.
- d. The data-centers of Service provider should be separated in different geolocation in different seismic zones and not on same fault lines. The primary and DR site datacentres should be located in different state / UT.
- e. The data-centers should conform to at least Tier-3 standards (certified under TIA942 or Uptime Institute certifications by a 3<sup>rd</sup> party) and implement tool-based processes based on ITIL standards.

#### **4.2.8.10 Cloud Storage Service Requirements**

- a. Service provider should provide scalable, dynamic and redundant storage.
-

- 
- b. Service provider should offer to auto allocate more storage as and when required based on storage utilization threshold and also offer to provision from self-provisioning portal to add more storage as and when required by SIDBI.
  - c. Service provider should clearly differentiate its storage offering based on IOPS. There should be standard IOPS offering per GB and high performance disk offering for OLTP kind of workload. Service provider should delivery minimum 8000 IOPS per TB for OLTP load. The IOPS for NON OLTP load should be minimum 3000 per TB.
  - d. Service provider should have block disk offering as well as file/object disk offering to address different kind of SIDBI requirements.

#### 4.2.8.11 Portal Security

- a. Tools for real time monitoring web site security Protection against defacement, hacking
  - b. Design should incorporate security features to protect the site from Session Hijacking, SQL injection, Cross scripting, Denial of Service (DDOS) etc.
  - c. Portal system should maintain a secure Password policy
  - d. Portal system should be secured by using Intrusion detection system (IDS) and Intrusion prevention system (IPS) at network level.
  - e. Attain security certification for the new website from CERT-IN through their empanelled vendors. CERT-IN security audit should be conducted every 6 months as per planned schedule.
  - f. Have current vulnerability assessments and PCI (Payment Card Industry) scanning performed for all the new modules being hosted on the Website / Portal.
  - g. The portal should be secured through a Web Application Firewall (WAF) as a service.
  - h. Bidder will have sole responsibility for foolproof security of the website / portal and need to provision all tools / real time monitoring to ensure the security of the website / portal.
  - i. Applications / Software Solutions shall comply with ISO 27001 Information Security Standard
  - j. Applications / Software Solutions and infrastructure shall have Authentication – Authorization – Access audit trails
  - k. Applications / Software Solutions shall be protected from security breaches, vulnerabilities such as:
    - SQL Injections
    - Script Injections
    - Cross Site Scripting
    - SSL Vulnerabilities
    - OWASP Vulnerabilities
    - And other vulnerabilities and security attacks.
  - l. All Service end-points- exposed over internet or internal shall be secured with at least 128 bits (desired 256 bits) SSL Certificates
-

- m. All Servers, Services, Applications / Software Solutions shall have hardened security and reviewed regularly.
- n. Any unauthorized access / attempt shall be reported immediately
- o. The entire data-center network shall have multiple levels of physical, logical, and network security systems for information protection including but not limited to IPSEC Policies, Firewalls, IDS / IPS protection Systems.
- p. Portal and its security should be compliant with RBI guidelines issued from time to time.

#### 4.2.8.12 Penalty for non-compliance of Portal Security Audit

The penalty for not carrying out security as per planned schedule or / and non-compliance in security audit report which are not fixed within the required period (as mentioned in the audit report or as per timeframe agreed with SIDBI) would be as follows:

Security Audit				
Sr. No	Activity	Frequency	Basis	Penalty
1.	CERT-IN Security Audit Certificate for the entire application and the action to be taken for compliance	Every 6 months as per planned schedule	Per occurrence	Rs. 25,000 per non-compliance.

#### 4.2.8.13 Cloud Security Requirements

- a. Service provider should ensure there is multi-tenant environment and cloud virtual resources of SIDBI are logically separated from others.
- b. Service provider should ensure that any OS provisioned as part of cloud virtual machine should be patched with latest security patch.
- c. In case, the Service provider provides some of the System Software as a Service for the project, Service provider is responsible for securing, monitoring, and maintaining the System and any supporting software.
- d. Service provider should implement industry standard storage strategies and controls for securing data in the Storage Area Network so that clients are restricted to their allocated storage
- e. Service provider should deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer.
- f. Service provider should give ability to create non-production environments and segregate (in a different VLAN) non-production environments from the production environment such that the users of the environments are in separate networks.
- g. Service provider should have built-in user-level controls and administrator logs for transparency and audit control.

- h. Service provider cloud platform should be protected by fully-managed Intrusion detection system using signature, protocol, and anomaly based inspection thus providing network intrusion detection monitoring.
- i. Service provider would be responsible for proactive monitoring and blocking against cyber attacks and restoration of services in case of attacks.

#### **4.2.8.14 Virtual Machine specifications**

- a. The Cloud virtual machine provided by Service provider should be provisioned on redundant physical infrastructure.
- b. The cloud virtual machines should be auto-scalable in terms of RAM and CPU automatically without reboot.
- c. SIDBI should be able to provision cloud virtual machine of any operating system like Linux and Windows.
- d. Service provider should clearly define policies to handle data in transit and at rest.
- e. Without handover of entire data back to SIDBI, Service provider should not delete any data at the end of contract period without consent from SIDBI.
- f. Service provider should provide facility to make template from virtual machines.
- g. Service provider should enable to select configuration of cloud virtual machine like custom RAM, CPU and disk.
- h. Service provider should make provision to add any virtual machine as part of scalable infrastructure.
- i. Service provider should have provision to live migration of virtual machine to another physical servers in case of any failure.
- j. Service provider should deliver cloud having method and system for detecting, in real time, resource requirements of a system in virtual environment and automatic scaling of resource parameters to compensate resource requirement in a system. The Virtual machine controller constantly measures resource utilization in the servers and virtual machines associated with it. If a resource requirement is detected with any virtual machine, the automatic resource scaling system detects the type of resource to be scaled and scales the selected resource. Further, the resource may be scaled up or scaled down, based on the requirements. Further, the scaled resource may be CPU, RAM, disk or any such resource. The proposed system helps to save space and power without compromising security, performance and accessibility

#### **4.2.8.15 Cloud resource and Network monitoring**

- a. Service provider should give provision to monitor the network traffic of cloud virtual machine.
- b. Service provider should offer provision to analyze of amount of data transferred of each cloud virtual machine.
- c. Service provider should provide network information of cloud virtual resources.
- d. Service provider should offer provision to monitor latency to cloud virtual devices from its datacenter or SIDBI should be able to set monitoring of latency to cloud VMs from outside world.
- e. Service provider must offer provision to monitor network uptime of each cloud virtual machine.

- 
- f. Service provider must make provision of resource utilization i.e. CPU graphs of each cloud virtual machine.
  - g. Service provider must make provision of resource utilization graph i.e. RAM of each cloud virtual machine. There should be provision to set alerts based on defined thresholds. There should be provision to configure different email addresses where alerts can be sent.
  - h. Service provider must make provision of resource utilization graph i.e. disk of each cloud virtual machine. There should be graphs of each disk partition and email alerts should be sent if any threshold of disk partition utilization is reached.
  - i. Service provider should give provision to monitor the uptime of cloud resources. The report should be in exportable form.
  - j. Service provider must give provision to monitor the load of Linux/Windows servers and set threshold for alerts.
  - k. Service provider should make provision to monitor the running process of Linux/Windows servers. This will help SIDBI to take the snapshot of processes consuming resources.
  - l. Service provider must ensure that there should be historical data of minimum 6 months for resource utilization in order to resolve any billing disputes if any.
  - m. Service provider must ensure that audit logs of scalability i.e. horizontal and vertical is maintained so that billing disputes can be addressed.
  - n. Service provider must ensure that log of reaching thresholds used to trigger additional resources in auto provisioning are maintained.
  - o. Service provider must ensure that there are sufficient graphical reports of cloud resource utilization and available capacity.
  - p. Service provider should provide network information of cloud virtual resources.
  - q. Service provider should offer provision to monitor latency to cloud virtual devices from its datacenter or SIDBI should be able to set monitoring of latency to cloud VMs from outside world.
  - r. Service provider must offer provision to monitor network uptime of each cloud virtual machine.
  - s. Service provider must provide utilization reports for Internet bandwidth, load balancers etc.

#### **4.2.8.16 Application Performance Monitoring (APM)**

- a. Database monitoring:
    - 1. APM should be able to provide Overview of database server like Database details, version etc.
    - 2. APM should be able to provide host details which are connected to database Server
    - 3. APM should be able to provide session details of all active database sessions.
    - 4. Monitoring & management of network link proposed as part of this solution.
    - 5. APM should be able to provide server configuration details.(All configurations, Advanced Configurations, RECONFIGURE Configurations, Memory Configurations)
-



- 
6. Bandwidth utilization, latency, packet loss etc.
  7. APM should be able to provide Jobs and Backup Details, including the following:
    - i) Currently executing Jobs.
    - ii) Job Steps Execution Info.
    - iii) Job Schedule Info.
    - iv) Recent Database Backup.
    - v) Back-Up within Past 24 Hours.
  8. APM should monitor and provide details on the following queries performance parameters:
    - i) Top Queries by CPU , Top Queries by I/O
    - ii) Top Waits by Waiting Tasks , Top Slow Running Queries
    - iii) Most Frequently Executed Queries, Most Blocked Queries
    - iv) Top Queries by Lowest Plan Reuse, Cost of Missing Indexes
  9. APM should provide to set following monitoring parameters for continuous monitoring:
    - i) Total Server Memory, SQL Cache Memory
    - ii) Optimizer Memory, Lock Memory
    - iii) Connection Memory, Target Server Memory
    - iv) Granted WorkSpace Memory, Buffer Cache Hit Ratio
    - v) Page Lookups/Sec, Pages Read/Sec
    - vi) Page Life Expectancy (ms)
    - vii) User Connections, Logins/Sec
    - viii) Logouts/Sec, Cache Hit Ratio
    - ix) Cache Count, Cache Pages
    - x) Lock Requests/Sec, Lock Wait/Sec
    - xi) Lock Timeout/Sec , Full Scans/Sec
    - xii) Range Scans/Sec, Probe Scans/Sec
    - xiii) Work Files Created/Sec, Work Tables Created/Sec
    - xiv) Index Searches/Sec, Latch Waits/Sec
    - xv) Average Latch Wait Time, Batch Requests/Sec
    - xvi) SQL Compilations/Sec, SQL Recompilations/Sec
    - xvii) Auto-Param Attempts/sec, Failed Auto-Params/Sec
    - xviii) Safe Auto-Params/Sec, Unsafe Auto-Params/Sec
    - xix) Availability
- b. Web Server
1. APM should provide website details hosted on web server.
  2. APM should provide application details running on web server.
  3. Monitoring & management of network link proposed as part of this solution.
  4. Bandwidth utilization, latency, packet loss etc.
  5. APM should consist of the following monitoring parameters:
    - i) Site Status, Total Bytes Sent
    - ii) Bytes Sent/Sec, Total Bytes Received
    - iii) Bytes Received/Sec, Total Bytes Transferred
    - iv) Bytes Total/Sec, Total Files Sent
-



- 
- v) Files Sent/Sec, Total Files Received
  - vi) Files Received/Sec, Current Connections
  - vii) Maximum Connections, Total Connection Attempts
  - viii) Total Logon Attempts, Service Uptime
- c. Application / Web Server:
- 1. APM should consist of the following monitoring parameters:
    - i) Memory Monitoring
    - ii) Web Applications and Deployments
    - iii) Connections, Transactions, Queries
    - iv) Web Metrics
    - v) Transactions
    - vi) Availability
  - 2. Monitoring & management of network link proposed as part of this solution.
  - 3. Bandwidth utilization, latency, packet loss etc.

#### **4.2.8.17 Backup Services**

- a. Service provider must provide backup of cloud resources. Backups should be maintained at both off-site and on-site locations in secure fire proof and environmentally controlled environments so that the backup media are not harmed.
- b. Service provider should perform backup and restore management in coordination with SIDBI's policy & procedures for backup and restore, including performance of daily, weekly, monthly, quarterly and annual backup functions (full volume and incremental) for data and software maintained on the servers and storage systems using Enterprise Backup Solution.
- c. Backup and restoration of Operating System, application, databases and file system etc. in accordance with defined process / procedure / policy.
- d. Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies
- e. Ensuring prompt execution of on-demand backups & restoration of volumes, files and database applications whenever required.
- f. Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
- g. Media management including, but not limited to, tagging, cross-referencing, storing (both on-site and off-site), logging, testing, and vaulting in fire proof cabinets if applicable.
- h. Generating and sharing backup reports periodically
- i. Coordinating to retrieve off-site media in the event of any disaster recovery
- j. Periodic Restoration Testing of the Backup
- k. Maintenance log of backup/ restoration

#### **4.2.8.18 Web Application Firewall (WAF) as Service**

- 
- a. Cloud platform should provide Web Application Filter for OWASP (Open Web Application Security Project) Top 10 protection
  - b. Service provider WAF should be able to support multiple website security.
  - c. Service provider WAF should be able to perform packet inspection on every request covering all 7 layers.
  - d. Service provider WAF should be able to block invalidated requests.
  - e. Service provider WAF should be able to block attacks before it is posted to website.
  - f. Service provider WAF should have manual control over IP/Subnet. i.e., Allow or Deny IP/Subnet from accessing website.
  - g. The attackers should receive custom response once they are blocked.
  - h. Service provider must offer provision to customize response of vulnerable requests.
  - i. Service provider WAF should be able to monitor attack incidents and simultaneously control the attacker IP.
  - j. Service provider WAF should be able to Greylist or Backlist IP/Subnet.
  - k. Service provider WAF should be able to set a limit to maximum number of simultaneous requests to the web server & should drop requests if the number of requests exceed the threshold limit.
  - l. The WAF should be able to set a limit to maximum number of simultaneous connections per IP. And should ban / block the IP if the threshold is violated.
  - m. Should be able to set a limit to maximum length of path to URL.
  - n. Should be able to limit maximum size of request to Kilobytes.
  - o. Service provider WAF should be able to limit maximum time in seconds for a client to send its HTTP request.
  - p. Should be able to BAN an IP for a customizable specified amount of time if the HTTP request is too large.
  - q. Should be able to limit maximum size of PUT request entity in MB
  - r. The WAF should be able to close all the sessions of an IP if it is ban.
  - s. Should be able to Ban IP on every sort of attack detected and the time span for ban should be customizable. There should be a custom response for Ban IP.
  - t. The Dashboard should show a graphical representation of
    - i) Top 5 Attacked Websites.
    - ii) Top 5 Attacking IP.
    - iii) Top 5 Attack types.
    - iv) Top 5 Attacked URLs.
  - u. For analysis purpose the Dashboard should contain following information:
    - i) Number of requests to web server.
    - ii) Number of attacks.
    - iii) Number of Attackers.
    - iv) Types of error messages and error messages sent to the users.
    - v) Total Bytes sent during transaction

#### **4.2.8.19 Malware Monitoring Services, Application Audit, External Vulnerability Assessment Service**

In view of securing the portals from any vulnerabilities, attacks, the portal should

---

be scanned regularly to detect any kind of vulnerability. This service should provide service to assess at least 5 domains on daily basis and submit the report for vulnerabilities and recommended actions to be taken.

Below are the features required as part of this service :

**Table 4-2 Features for Malware monitoring, Audit, Vulnerability Assessment Service**

Sr.No	Malware Monitoring Services, Application Audit, External VA
1	Monitoring of Web Applications including the corporate websites etc., and protect it from malicious mobile codes like computer viruses, worms, Trojan horses, spyware, adware, key-loggers and other malicious programs. The service should be Non- Intrusive in nature and should be offered for at least 50 URLs.
2	Malware Monitoring scanning should be performed on Daily basis. If any malware is injected into Web Applications then immediate malware alert message is forwarded to the stake-holders. Application Audit and Vulnerability assessment on weekly basis to ascertain if any corrective action needs to be taken in application based on any observations found in the scanning.
3	Should be able to detect malicious code injection/links, both known and unknown malware, Web-page tampering, various zero-day browser exploits etc.
4	Should be able to identify the malware source, malware threat area and coverage, encoded Java Script and VB script and should not rely on pattern/signature-based technology.
5	It should have minimal impact on traffic, server performance, networks etc. during deployment and operation
6	Should be able to work in any network topology.
7	Should be able to identify applications running on non-standard ports
8	Should have configurable scan intervals (frequency), Configurable notification, alerting and reporting options, Configurable "whitelist" option for allowed links, Configurable scan schedules and on-demand scans.
9	Should have Real-time instant alerting upon detection of malicious behavior (Email or SMS).
10	Should have detailed remediation recommendation guidance including step by step instructions on how to address the threats captured.
11	Should have On demand Vulnerability Scanning without user intervention
12	Should Perform a targeted scan (i.e. check for a specific set of vulnerabilities or IP Addresses).
13	Should be able to conduct vulnerability assessment for all operating systems and their versions including but not limited to : Windows, AIX, UNIX, Linux, Solaris servers etc.
14	Should be able to perform authenticated and unauthenticated scans
15	Should be able to detect weak password.
16	Should be able to identify out-of-date software versions, applicable patches and system upgrades
17	Should Flag the presence of any blacklisted software
18	Should be able to perform On demand Application Audit for all types of websites including AJAX, WEB2.0, and obfuscated Java Script etc. and identifies vulnerabilities throughout the entire application, scanning the browser and server-side components.
19	Should check regularly for Defacement Detection, websites changes and detect for possible defacement. Such daily defacement checks protect the brand, credibility and reputation of the bank.
20	Should have a Executive Dashboard that provides a comprehensive synopsis of reported vulnerabilities and malware, remediation suggestions as well as several alert and support options in predefined report formats. It should have Role based access.
21	Should be able to provide remediation information in the reports including links to

	patches etc.
22	Should be able to produce a report listing all applications on a host or network, regardless of whether the application is vulnerable
23	Should Include a library of potential vulnerabilities and rules which covers SANS (SANS Institute) top 20. This library should be customizable by administrator and changes to the same are to be traceable.
24	Should be able to produces reports preferably in the PDF format
25	Should be able to generate reports on trends in vulnerabilities on a particular asset.
26	Should have Scan history and comparison provided in Scan Report.
27	Should have banner grabbing feature which tries to discover web-applications in the domain.
28	Should Support industry standard reporting including OWASP top 10 categories.
29	Should support authenticated scanning with different authentication methods including Form, HTTP basic, NTLM and digest.
30	The web application vulnerability scanning module should be able to identify the following vulnerabilities but not limited to in the underlying application.
	• XSS
	• Form Validation
	• Block Malformed content
	• Back Doors
	• Spoofing
	• SQL injection
	• Directory/path traversal
	• Forceful browsing
	• LDAP injection
	• SSI injections
	• XPath injection
	• Sensitive information leakage
31	Should support domain reputation in Google, SURBL, Malware Patrol, Clean-Mx, Phishtank
32	Should be able to check mail server IP and check in multiple RBL repositories
33	Should be able to scan SQL Injections for My SQL, MSSQL, PGSQL, Oracle databases.
34	Should be able to scan Local file inclusion (LFI) , Remote file inclusion (RFI) , XSS - Cross Site Scripting & Malware.
35	The scanning should support\cover following
	• Open ports scanning for Security Threats
	• Banner detection, directory scanning & directory indexing.
	• Full Path disclosure in the pages
	• Password auto complete enabled fields
	• Page defacement detection & view state decoder
	• Password submission method
	• Time based scanning
	• Robust link crawler
	• SSL Certificate checking
	• Web Shell Locator & Web Shell Finder
	• Reverse IP domain check

#### 4.2.8.20 Database Support Service

- Installation, configuration, maintenance of the database (Cluster & Standalone).
- Regular health checkup of databases.

- 
- c. Regular monitoring of CPU & Memory utilization of database server, Alert log monitoring & configuration of the alerts for errors.
  - d. Space monitoring for database table space, Index fragmentation monitoring and rebuilding.
  - e. Performance tuning of Databases.
  - f. Partition creation & management of database objects, Archiving of database objects on need basis.
  - g. Patching, upgrade & backup activity and restoring the database backup as per defined interval.
  - h. Schedule/review the various backup and alert jobs.
  - i. Configuration, installation and maintenance of Automatic Storage Management (ASM), capacity planning/sizing estimation of the Database setup have to be taken care by the Bidder.
  - j. Setup, maintain and monitor the 'Database replication' / Physical standby and Assess IT infrastructure up-gradation on need basis pertaining to databases.
  - k. Tuning of high cost SQLs and possible solution to application development team for tuning in order to achieve optimum database performance.

#### **4.2.8.21 Managed Services**

- a. Network and Security Management:
    - i) Monitoring & management of network link proposed as part of this solution.
    - ii) Bandwidth utilization, latency, packet loss etc.
    - iii) Call logging and co-ordination with vendors for restoration of links, if need arises.
    - iv) Redesigning of network architecture as and when required by SIDBI
    - v) Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion protection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.
    - vi) Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately
    - vii) Ensure a well-designed access management process, ensuring security of physical and digital assets, data and network security, backup and recovery etc.
    - viii) Adding/ Changing network address translation rules of existing security policies on the firewall
    - ix) Diagnosis and resolving problems related to firewall, IDS /IPS.
    - x) Managing configuration and security of Demilitarized Zone (DMZ)  
Alert / advise SIDBI about any possible attack / hacking of services, unauthorized access / attempt by internal or external persons etc
  - b. Server Administration and Management:
-

- 
- i) Administrative support for user registration, User ID creation, maintaining user profiles, granting user access, authorization, user password support, and administrative support for print, file, and directory services.
  - ii) Setting up and configuring servers and applications as per configuration documents/ guidelines provided by SIDBI
  - iii) Installation/ re-installation of the server operating systems and operating system utilities
  - iv) OS Administration including troubleshooting, hardening, patch/ upgrades deployment, BIOS & firmware upgrade as and when required/ necessary for Windows, Linux or any other O.S proposed as part of this solution whether mentioned in the RFP or any new deployment in future.
  - v) Ensure proper configuration of server parameters, operating systems administration, hardening and tuning
  - vi) Regular backup of servers as per the backup & restoration policies stated by SIDBI from time to time
  - vii) Managing uptime of servers as per SLAs.
  - viii) Preparation/ updation of the new and existing Standard Operating Procedure (SOP) documents on servers & applications deployment and hardening

#### **4.2.8.22 Helpdesk Support from Cloud Service Provider**

- a. Service provider should provide flexibility of logging incident manually via windows GUI and web interface.
- b. The web interface console of the incident tracking system would allow viewing, updating and closing of incident tickets
- c. Allow categorization on the type of incident being logged
- d. Provide classification to differentiate the criticality of the incident via the priority levels, severity levels and impact levels
- e. Provide audit logs and reports to track the updating of each incident ticket
- f. It should be able to log and escalate user based requests.
- g. Service provider should allow ticket logging by email, chat or telephone.

#### **4.2.8.23 SMS and E-mail Service**

- a. Service provider would be required to provide SMS (Short Message Service) services required to send and receive SMS to end users of the portal as per business requirements of the portal application.
  - b. E-mail services to send e-mails with rich content to end users of the portal as per business requirements would be required to be provided by the service provider.
  - c. E-mails sent to end users would be required to be stored for reference.
  - d. E-mails services are required to receive and send e-mails related to support, help etc. from end users of the portal.
  - e. Service provider should provide for e-mail and SMS data archiving and backup.
  - f. Service provider should provide for at least 10 mail-ids.
-

## 4.2.9 Technical Requirements of the Portal

The Portal solution shall be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing.

There are many standards that are indicated throughout this volume as well as summarized below. However the list below is just for reference and is not to be treated as exhaustive.

**Table 4-3 Standards for the Portal**

Compliance / Standard / Requirement	Details
Data Center Standard	Uptime / TIA 942 Certified Tier 3, 99.982% uptime
Data Center Location	Physically hosted in India
Information Access / Transfer Protocol	HTTPS, REST over HTTPS
Encryption	Minimum 128 bits, desired 256 bits, SHA2 support
Interoperability	SOA, Web Services, Open Standard
Scanned Documents	TIFF / JPEG and / or PDF for storage and dissemination
Document Encryption	PKCS Specifications
Information Security	ISO 27001
Operational Integrity and Security Management	ISO 27001
Web / Portal Content	WCAG Level II compliant
Service Management	ITIL v3 / ISO 20000
Project Documentation	IEEE specifications for documentation
Internet Protocol	IPv4 and IPv6 Compliant
Device Supportability	Desktops/Laptops, Smart Phones, Tablets
Web Browsers	Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, Apple Safari
Mobile Browsers	Microsoft Internet Explorer, Google Chrome, Android Web Browser, Apple Safari (iPhone/iPad), Mozilla Firefox All Web Browser backward compatible up to n-2 or HTML5 support
Web standards	HTML5 Compliant, CSS, Java Script, JQuery / JQueryUI, Responsive Web
Web Services	XML, REST, ODATA
Database & Data Access	Relational Database ADO/ODBC / JDBC, ODATA
Accessibility	As per Government of India Government of India, Section 280 for Accessibility Compliance
Web Usability	As per Government of India Website/application design Guidelines, Bilingual Support (English/Hindi) for user input forms titles.
Up time	Application Accessibility - 99.50% Data Center Availability– 99.982%
Payment System Compliance	PCI/DSS, NPCI, RBI
Email System	SMTP, IMAP, POP3, Push Email, Directory Services Integrated
Security, Penetration and Vulnerability Testing	A detailed test reports covering protection levels and vulnerable areas, and mitigation plan



## 4.2.10 Proposed Initial Configuration of Private Cloud at DC:

### 4.2.10.1 Production Environment

The following is the initial minimum requirement of the private cloud for the production environment at the primary Data Center.

Description	vCores	RAM (GB)	Performance Storage (GB)
<b>Production Environment (Compute)</b>			
Web/App Server I	8	32	200
Web/App Server II	8	32	200
Web/App Server III	8	32	200
Web/App Server IV	8	32	200
Database Server (Active)	16	64	500
Database Server (Active)	16	64	500
MIS Server	8	32	500
<b>Services</b>			
Active Directory			
Backup domain controller			
Windows Update			
Application monitoring			
Antivirus Management			
Online Backup			
<b>Software and Licenses</b>			
Windows Server 2012 R2	Service		
MSSQL 2014 Enterprise Active	Service		
MSSQL 2014 Standard For MIS Server	Service		
Enterprise Management Software for all devices including: a. Network monitoring and Management b. MSSQL application monitoring c. IIS Web service monitoring d. Helpdesk management e. Change Management f. Syslog Management g. Private cloud dashboard	Service		
<b>Security Services</b>			
Internal UTM ( Throughput up to 1 Gbps)	2	Number	
External UTM ( Throughput up to 1 Gbps)	2	Number	
<b>Network Connectivity</b>			
Unmetered Internet Bandwidth	2 x 10	Mbps	



Public IP's	2	Number	
Load Balancer (Throughput up to 1 Gbps)	2	Number	
Backup Services			
Backup Space	Service		
Backup Agent	Service		
Hosting Services			
One Time Hardware Setup	Service		
OS Management Services	Service		
Backup Management Services	Service		
DB Management Services	Service		
Firewall Management Services	Service		
Malware Trojan scanning service ( every day for website)	Service		
VAPT service (Every Quarter)	Service		
DDoS Mitigation Service	Service		
24 x 7 Ticket, Chat & Phone Support	Service		
24 x 7 Monitoring Service	Service		
24 x 7 Website / portal security monitoring / management	Service		

#### 4.2.10.1 Development Environment

The following is the initial minimum Bill of Quantities of the private cloud for the development environment at the primary Data Center.

Description	vCores	RAM (GB)	Performance Storage (GB)
<b>Development Environment (Compute )</b>			
Web/App Server	8	32	200
Database Server (Active)	4	16	500

Description	Quantity	Unit	
Software			
Windows Server 2012 R2	Service	Number	
MSSQL 2014 Standard Active	Service	Number	
Security Services			
External UTM ( Throughput up to 1 Gbps)	1	Number	
Hosting Services			
One Time Hardware Setup	Service		
OS Management Services	Service		
DB Management Services	Service		

Security / Firewall Management Services	Service		
---	---------	--	--

#### 4.2.10.1 Testing / Demo / Quality Environment

The following is the initial minimum Bill of Quantities of the private cloud for the testing, demo and quality assurance environment at the primary Data Center.

Description	vCores	RAM (GB)	Performance Storage (GB)
<b>Quality Environment (Compute )</b>			
Web/App Server ( Instance Type A)	8	32	200
Database Server ( Instance Type A)	8	32	500
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	
<b>Software</b>			
Windows Server 2012 R2	Service		
MSSQL 2014 Standard Active	Service		
<b>Security Services</b>			
External UTM ( Throughput up to 1 Gbps)	1	Number	
<b>Hosting Services</b>			
One Time Hardware Setup	Service		
OS Management Services	Service		
DB Management Services	Service		
Security / Firewall Management Services	Service		
24 x 7 Ticket, Chat & Phone Support	Service		

#### 4.2.10.2 Upscaling / downscaling of Infrasctucture

The proposed initial configuration needs to be upscaled by the Bidder based on the monthly average number of concurrent users which may be estimated based on Table 4-4 Projected Concurrent Users. No separate charges are payable in case the monthly average concurrent users are within the yearly projected ranges.

Bidders would not be allowed to downscale the infrastructure below this initial level. However, in order to utilize the benefit of cloud infrastructure, SIDBI could upscale or downscale infrastructure if the monthly average number of concurrent users are higher or lower than the yearly projected ranges. These would be done through the provisioning portal and reports for resource utilization. Based on the optional rates, being obtained in this RfP, the cost of infrastructure resources being upscaled or downscaled in such cases, would be added or reduced to /

from the quarterly payments on pro-rata basis.

#### 4.2.11 Performance Criteria

The Bidder shall provide an end-to-end, completely managed IT Solutions for the Portal consisting of infrastructure, software development, software customization, system integration, software maintenance, and Support services as defined in this RFP.

The Software solutions shall be highly scalable, high performance transaction processing and secured. The table 4.4 describes the estimated sizing / metrics which may change depending on business scenarios to higher or lower sides. The Bidder shall consider these while proposing solution, software architecture and infrastructure.

##### 4.2.11.1 Users of the overall IT Solutions

Following is the broad estimate of users who are expected to use the portal over the next five years.

**Table 4-4 Projected Concurrent Users**

Details / Users	Year 1	Year 2	Year 3	Year 4	Year 5
Expected monthly average concurrent users	750 - 1000	1000 - 1500	1500 - 1750	1750 - 2000	2000 - 2250

*Note: The number of concurrent users is only estimate and same may change.*

##### 4.2.11.2 Response Time

All web forms, dashboard and static pages end-to-end response time for the page load including the rendering time shall not be more than 10 seconds. Any page taking more than 10 seconds shall be considered as non-responsive form shall be considered as a defect. This would be checked as part of the quality assurance / testing process.

The reports and charts shall be rendered within acceptable time per 10,000 records as per mutual discussion with SIDBI.

The Bidder is required to carry out load testing using required tools before major releases of the software to check the response time if so required by SIDBI.

##### 4.2.11.3 Payment transaction response time

The Portal, Payment Management Module shall post and process the Internet Payment Gateway response (end-to-end) within 60 seconds excluding user think-time.

##### 4.2.11.4 Severity, Priority and SLAs

Service Level requirements will be necessarily managed by the Service Provider **using any tool by the service provider**. Service provider will make this information available to authorised SIDBI personnel through on-line browsing and also through hard copy of the report as per requirement.

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly.

Service level monitoring will be performed by *the Service provider*. Reports will be produced as and when required and forwarded to SIDBI.

Following table describes the severity of the defects:

**Table 4-5 Severity of Defects**

Defect Severity	Business Impact	Resolution Time
<b>S0</b>	Issues causing severe business impact on Data Integrity, Security, UAT, and Transaction Accuracy	60 min - quick-fix 5 working days – permanent resolution
<b>S1</b>	Issues causing high business impact on Functionality, UI/Usability and Response Time	60 min - quick-fix 7 working days – permanent resolution
<b>S2</b>	Issues causing moderate business impact on Functionality, UI/Usability, Accessibility which do not block the user to transact	1 day- quick-fix 15 working days – permanent resolution
<b>S3</b>	Issues causing lower business impact on Functionality, UI/Usability, Compatibility which do not block the user to transact	3 days- quick-fix 15 working days – permanent resolution

*Notes: The S0, S1 issues shall be mitigated with 60 minutes of reporting the issue. The S0/S1 issues shall have a permanent resolution deployed on the servers after exhaustive testing within 5/7 working days. For S2/S3 issues permanent resolution shall be deployed within 15 working days.*

Following table describes the Priorities of the defects and resolution SLAs:

**Table 4-6 Priorities of Defects and Resolution SLAs**

Defect Priority	Business Impact	Resolution Details
<b>P0</b>	All Portal users affected. E.g. Portal is not up or Logins are blocked or Application / HH request Submit is not taking place or Payment transactions are processed to incorrect accounts, users are unable to transact in marketplace	<ul style="list-style-type: none"> <li>Shall be resolved within 45 minutes through a quick-fix engineering.</li> <li>A permanent solution shall be deployed within 2 working days</li> </ul>
<b>P1</b>	All users of a Bank are affected. e.g. applications of a specific Bank by all users are not being processed, issue in saving offline applications etc.	<ul style="list-style-type: none"> <li>Shall be resolved within 60 minutes through a quick-fix engineering.</li> <li>A permanent solution shall be</li> </ul>

		deployed within 3 working days
P2	All SIDBI / NABARD / LDM / DFS / MUDRA users are affected. E.g. users are not able to view reports or carry out Administrative functions	<ul style="list-style-type: none"> <li>Shall be resolved within 1 day through a quick-fix engineering.</li> <li>A permanent solution shall be deployed within 4 working days.</li> </ul>
P3	A user is affected. E.g. User is not able to enter / process the transaction, specific login issues, mails / alerts / SMS not being sent	<ul style="list-style-type: none"> <li>Shall be resolved within 1 day through a quick-fix engineering.</li> <li>A permanent solution shall be deployed within 5 working days.</li> </ul>

The UAT may be conducted by SIDBI or by any appointed third-party agencies by focusing only on the functional / acceptance test scenarios. The Bidder shall conduct testing of the software solutions exhaustively and shall ensure that all the issues are reported to SIDBI before UAT/Release.

These SLAs are applicable for all the software developed, customized, integrated by the Bidder including the SaaS solutions if any.

The Service Provider needs to ensure following compliance level for each of the Service Levels.

**Table 4-7 Compliance Level for SLAs**

Severity or Priority Level	Resolution Time	Penalty
S0 or P0	Resolution Time <= T (As per table 4.5 and 4.6) from the time the complaint / query is reported for resolution by the helpdesk.	Rs. 5,000 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.
S1 or P1		Rs. 4,000 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.
S2 or P2		Rs. 2,500 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.
S3 or P3		Rs. 1,000 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.

The penalty against SLAs would be as follows:

**Table 4-8 Penalty for SLAs**

Parameter	Target	Basis	Penalty
-----------	--------	-------	---------

Application Uptime## including <ul style="list-style-type: none"><li>Database Server Uptime</li><li>Application Server Uptime</li><li>Web Server Uptime</li><li>All SAN Storage Uptime</li><li>Internet Link</li><li>Any other IT component in the Infrastructure Architecture</li></ul>	>= 99.95%	Per 0.5% breach of target.  This will be calculated monthly after the Go-live of the application. Uptime (%) = <table><tr><td>hours application up in the month</td><td rowspan="2">X 100</td></tr><tr><td>total hours in the month</td></tr></table>	hours application up in the month	X 100	total hours in the month	Per 0.5% breach of target penalty shall be Rs. 10,000. Maximum penalty of 5 % of quarterly payment amount. Penalty will be deducted from the quarterly payments.
hours application up in the month	X 100					
total hours in the month						

## application uptime refers to availability of application to end-users

Downtime of services on holidays (national holidays and Sundays) or scheduled downtime will not be considered for calculation of compliance level and penalty.

Quarterly Penalty shall be deducted from Quarterly payment before making the payments.

### 4.3 Change Management

- SIDBI may request, in writing, about the need for a change in the solution. The bidder shall evaluate the change request of SIDBI, and if the requested change would, in its reasonable opinion, involve additional work or time, the bidder shall convey in writing to SIDBI the man-days effort required for the Change Request. The effort estimate, corresponding billable amount and planned delivery dates for the change required need to be discussed and mutually agreed in writing.
- The bidder is requested to submit the man-month rate for change management as part of the commercial bid (section 8.10).
- A person month will comprise of 22 days to arrive at person-day rate for broken periods less than a month. The rates are inclusive of all taxes including service tax, out-of-pocket allowance, travel etc. (Taxes and duties are as per rates applicable on the date of submission of bids). Criticality and timelines for changes would be mutually decided while providing request for change to the selected Bidder.
- The bidder must provide the proposed change management methodology as part of their technical bid.

#### 4.3.1.1 Penalty for Default in Change Management

The penalty for change request would be as follows:

Change Request				
Sr. No	Parameter	Metric	Basis	Penalty

1.	Criticality of Change – <b>Low</b>	where T is the timeframe for completion of the Change request as agreed upon by SIDBI and the Implementation Agency	Weekly per Occurrence	Rs. 1000 per week for the first two weeks for each occurrence, Rs. 2500 per week for every subsequent week, subject to a maximum of 5% of quarterly payment amount.
2.	Criticality of Change – <b>Medium</b>	where T is the timeframe for completion of the Change request as agreed upon by SIDBI and the Implementation Agency	Weekly per Occurrence	Rs. 2500 per week for the first two weeks for each occurrence, thereafter Rs. 5000 per week for every subsequent week, subject to a maximum of 5% of quarterly payment amount.
3.	Criticality of Change – <b>High</b>	where T is the timeframe for completion of the Change request as agreed upon by SIDBI and the Implementation Agency	Weekly per Occurrence	Rs. 5000 per week for the first two weeks for each occurrence, thereafter Rs. 10,000 per week for every subsequent week, subject to a maximum of 5% of quarterly payment amount.

#### 4.4 Transition Management

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

- 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.
- Successfully complete all activities, providing a stable platform for future improvement in service delivery and associated benefits for SIDBI Transition Deliverables.
- Transition period (1 month) tentatively starting from the project kick off date.**
- Finalize the reporting and control mechanism in consultation with SIDBI.
- The selected bidder would be required to provide complete support during reverse transition process also at the end of the contract period or in case of termination, to any service provider selected by SIDBI. The reverse transition would be for a period of one month.

## 4.5 Project Duration

Project has to be completed by the Service Provider as follows :

**Table 4-9 Project Duration**

Category	Description	Duration
1	Hosting of the existing portal / website and its management	Hosting to be completed within 1 month Hosting services till 5 years from project start date
2	Development / enhancement of the portal for planned activities defined	As per project plan mutually decided, preferably within 6 months
3	Manage and implement evolving changes	Contract period (5 years)
4	Annual maintenance of the portal software	Contract period (5 years)

\*\* Project has to be kicked off within one month from date of PO and duration is from kick-off date

## 4.6 Project Governance and Management

The Bidder shall provide a detailed Project Plan consisting of (but not limited to) the resource allocation, ownership, responsibilities, risks and mitigation strategies, schedule and milestones, deliverables, sign-off criteria, requirements / inputs from SIDBI etc.

The Bidder shall communicate to SIDBI as per mutually agreed periodicity project governance reports for monitoring the project.

## 4.7 IT Assets and Intellectual Properties (IP) Ownership

SIDBI expects the Bidder to provide hosting of “the Portal” at their Data Center along with necessary Hardware, Software, Networking Equipment and Solutions and Manage the Data Center Operation.

The Bidder may propose to implement in-house / third-party software solutions or develop custom solutions or combination of the both to meet “the Portal” requirements specified in this document.

Following table describes the ownership of various Assets and IPR Ownership. The Bidder shall submit the working code for the Software Solutions which shall be the SIDBI IPR.

**Table 4-10 Assets and IPR Ownership**

Sr.	Application Infrastructure	HW	OS	DB	SW*	Data	Custom Solutions	SIDBI IP
1	Storage	Bidder	Bidder	NA	Bidder	SIDBI	NA	NA
2	Email System	Bidder	Bidder	NA	Bidder	SIDBI	NA	NA



Downloaded from <http://ajph.org/> at University of California, San Diego on September 11, 2014

## 5. Eligibility Criteria

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

**Table 5-1 Minimum Eligibility Criteria**

Srl. No.	Criteria	Documents to be submitted as a proof/declaration
1.	Both the Lead Bidder and the consortium partner should have been incorporated under Companies Act, 1956 and subsequent amendments thereto or substitutions thereof.	Certificate of Incorporation / Registration certificate
2.	Both the Lead Bidder and the consortium partner must be experienced Companies operating in the field of Information Technology for at least 5 years in India as on the date of submission of bid.	Memorandum & Articles of Association should be attached
3.	Lead Bidder should have a minimum turnover of at least INR <b>30 crores</b> or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid.	Chartered Accountant (CA) certificate and copies of last three years' balance sheet
4.	Both the Lead Bidder and the consortium partner should have made cash profit in at least 2 years out of last 3 financial years.	Chartered Accountant (CA) certificate and copies of last three years' balance sheet
5.	Both the Lead Bidder and the consortium partner should have a minimum number of 50 full time professional staff engaged in Information Technology in the field of software, hardware, networking etc.	Self declaration by authorized signatory of the Bidder
6.	Both the Lead Bidder and the consortium partner 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 with address and contact details on letter-head
7.	Lead Bidder or consortium partner should own the Data Center facility and Data center should be located in India. Data center facility should be at least Tier-3 Uptime / TIA 942 certified. The primary data centre must be located in Mumbai / Thane / Navi Mumbai while DR site can be anywhere in India but outside Maharashtra.	Relevant documents to demonstrate the same
8.	Both the Lead Bidder and the consortium partner should not have been blacklisted by any PSU / Govt. of India as on the date of submission of Bid.	Letter of undertaking to this effect on company's letter head signed by company's authorized signatory
9.	Bidder or consortium partner positioned to offer development services of the portal should have ISO 9001 and SEI CMM Level 3 certification. Bidder or consortium partner positioned to	Self-Declaration and Relevant documents to demonstrate the same.

---

	offer cloud data centre services should have ISO 27001 for DC and DR.	
10.	Bidder or consortium partner positioned to offer development services of the portal should have prior experience of executing work orders of Web Portal Design and Development <b>based on dotNet framework.</b>	Copy of work order and completion certificate/or letter of satisfaction/recommendation.
11	Bidder or consortium partner positioned to offer DC / DR should have experience of hosting and managing cloud based services.	Copy of work order and completion certificate/or letter of satisfaction/recommendation.

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

## 6. Evaluation Methodology

### 6.1 Objective

The objective of this evaluation methodology is to facilitate the selection of one service provider for ensuring technically superior and professional services at optimal cost.

### 6.2 Evaluation process

1. The Bank has adopted a three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - i) Eligibility Criteria
  - ii) Technical Bid
  - iii) Commercial Bids
2. The Bank shall evaluate first the '**Eligibility Criteria**' bids and based on its evaluation, '**Technical Bids**' shall be undertaken for evaluation at the second stage for those shortlisted at first stage. '**Commercial bids**' shall be opened for only the shortlisted bidders out of technical evaluation. The final selection will be done based on **commercial evaluation (L1) of the shortlisted bidders out of technical evaluation**.
3. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives or outsourced experts formed by the Bank and its decision will be final.
4. **Normalization** – SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make comparison "in comparable terms" or to bring further transparency in the evaluation process.

#### 6.2.2 Evaluation of Eligibility Criteria

1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
2. Successful bids out of this stage would be considered for technical evaluation.
3. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

### 6.2.3 Evaluation of Technical Bids

1. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
2. SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
3. All bidders would be evaluated based on the technical weightage of 100 for each of technical parameter. The bidders would be given full marks or no mark based on the compliance of the technical parameter.
4. The bidders securing 75% or more would be shortlisted for commercial evaluation. In the event there are less than three bidders securing more than 75%, SIDBI would shortlist maximum top three bidders for commercial evaluation subject to scoring 70% or more.
5. Technical bids would be evaluated as follows :

**Table 6-1 Technical Scoring Parameters**

SN	Parameters	Marks
1.	Competence of Bidder or consortium partner positioned to offer development services having experience for web-portal development and maintenance assignment on dotNET framework with value not less than Rs. 50 lakh for projects in the last five years <i>[5 marks for each project of portal development - max 15 marks]</i>	15
2.	Competence of Bidder or consortium partner positioned to offer cloud hosting in at least Tier 3 data-centre with value not less than Rs. 50 lakh for projects in the last five years <i>[5 marks for each project of cloud hosting – max 15 marks]</i>	15
3.	Competence of Bidder or consortium partner in development and maintenance which has been implemented in cloud environment delivering average 50,000 financial or non-financial transactions monthly and also capable of handling at least 1000 concurrent users. <i>[5 marks for each project - max 10 marks]</i> <i>This is further subdivided as follows:</i> <i>Transactions &lt; 50000 : 0; &gt;= 50000 : 2.5 Marks and</i> <i>Concurrent Users &lt; 1000 : 0; &gt;= 1000 : 2.5 marks</i>	10

4.	<p>Cloud Hosting and Data Centre and DR site</p> <p>Bidder to demonstrate capability of data centre for both primary and DR sites in their technical response. Scoring will be done as follows:</p> <ul style="list-style-type: none"> <li>scalability - 4</li> <li>security - 4</li> <li>manageability - 4</li> <li>scale up and down features - 4</li> <li>monitoring capability - 4</li> </ul>	20
5.	<p>Proposed Solution</p> <p>Bidder to elaborate on the following in their technical response. Scoring will be done as follows:</p> <ul style="list-style-type: none"> <li>Proposed Solution and Requirements Coverage (5)</li> <li>Transition Management Process and Plan (5)</li> <li>Change Management Process and Plan (5)</li> <li>Process for tracking and monitoring SLAs (5)</li> <li>Full time project manager (3)</li> <li>Single bidder or consortium partners having previous experience of executing projects together (2)</li> </ul>	25
6.	<p>Presentation by Individual Bidder</p> <ul style="list-style-type: none"> <li>Understanding of project objectives and domain knowledge (5)</li> <li>Bidder's approach to the solution (5)</li> <li>Application development / management methodology (5)</li> </ul>	15
Total		100

## 6.2.4 Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.
2. The date for opening of commercial bids will be separately advised.
3. The details of calculation are as given below:
4. The total cost will be calculated for the purpose of arriving at TCO (total cost of ownership) and would be used for comparing the bid prices.

**X** = Cloud hosting and services for the inclusive of all taxes and support and for a period of five years, at Net Present Values (NPV).

The Net Present Value (NPV) per year will be calculated as per the following formula:

$$\frac{C}{(1+r)^n}$$

Where:

'C' is the annual amount of each year as given in Format-A.

'r' is Discount Rate which for calculation purpose is taken as 8.0%.

'n' is number of years, i.e. 1 for 1<sup>st</sup> year, 'n' is 2 for 2<sup>nd</sup> year, 3 for 3<sup>rd</sup> year, 4 for 4<sup>th</sup> year, 5 for 5<sup>th</sup> year.

**B** = Development, enhancement and implementation of the portal software for planned activities defined, inclusive of all taxes (as given in Format-B).

**C** = Optional cost (as given in Format-C).

$$TCO = X + B + C$$

5. The lowest quoted price (inclusive of all taxes) as per Annexure will be termed as L1 bid and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on.
6. Order would be placed with commercially lowest quoting bidder i.e. L1 bidder. Project cost is based on prices quoted in Format-A (excluding sl. no. 5, which would be on actual person-month utilization) and Format-B and order would be placed for this value.

## 7. Terms and Conditions

### 7.1 General

#### 7.1.1 Definitions

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

1. “SIDBI” / “The Bank” means Small Industries Development Bank Of India (SIDBI);
2. “The Contract” means the agreement entered into between the Bank, represented by its Head Office / Zonal Offices and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
3. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
4. “The Services” means those services ancillary to the providing services towards development, maintenance, enhancement and hosting of Standup Mitra and Udyami Mitra portal 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”, “the Service Provider” or “the Vendor” means the company 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. “The Portal” refers to the Standup Mitra Portal and associated Website SIDBI Udyami Mitra alongwith associated services and facilities and arrangements for e-mails, SMS etc.

#### 7.1.2 Location

The on-site project coordinator will be required to work at SIDBI premises, Mumbai throughout the duration of the project subject to any requirements to be met out of the scope of the RfP. SIDBI will provide sitting infrastructure with internet connection, stationeries and printer to operate. Bidder will ensure laptops for their deployed professionals. Depending on requirement, SIDBI may decide to move its project site to any of its other locations during the contract period. Bidder will continue to provide the respective services at the new location, if so decided, without any extra cost except as may be otherwise agreed between the parties.

All other resources would operate out of the Bidder’s own premises.

### 7.2 Consortium



1. A consortium of Companies may bid for the project. One of the members of the consortium should act as the Lead Bidder and shall be responsible to SIDBI for discharging of all responsibilities related to the Bid finalization and implementation of project. Maximum of two members can form a consortium including prime bidder. The other members of the Consortium or Group shall be called as Consortium Members. The Lead Bidder should submit all the bids.
2. The bidder shall have the option to submit the bid either alone or in a consortium with other Parties. In case of a consortium, the lead Bidder should confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this bid. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.
3. A Lead Bidder cannot be a member of any other consortium for the purpose of this bid.
4. The Lead member of a given consortium cannot be a member of any other consortium bidding for this bid.
5. The consortium and its member shall be jointly and severally responsible for the execution of the scope of work.
6. The bidder, or in the event the bid is submitted by a consortium, the members of such consortium, should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The Bidder or any of the Consortium Partners should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of bidding process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of SIDBI, SIDBI shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.
7. In case of a Consortium Bid, the Bidder would need to submit a joint Memorandum of Understanding (MoU) / Agreement between the consortium members for the contract clearly indicating their scope of work and relationship. Such a MoU should be prepared on a stamp paper of requisite value.
8. MoU / Agreement concluded by the Bidder and consortium member(s) should also be addressed to the SIDBI clearly stating that the MoU / Agreement is applicable to this bid and shall be binding on them for the contract period. Notwithstanding the MoU / Agreement, the responsibility of completion of job under this contract will be with the lead Bidder.
9. The detailed breakup of services would need to be provided as per the format provided in Annexure XVII.

### **7.2.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between SIDBI and the Bidder. The Bidder shall, subject to the terms of the RfP, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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

### **7.2.3 Rights and obligations**

The mutual rights and obligations of SIDBI and the Bidder shall be as set forth in the RfP, in particular:

1. the Service ProviderService Provider shall carry out the Services in accordance with the provisions of the RfP; and
2. SIDBI shall make payments to the Bidder in accordance with the provisions of this RfP.

### **7.2.4 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this RfP shall be in writing and in English language.

### **7.2.5 Corrupt and fraudulent practice**

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

1. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
2. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

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

Selected Bidder/Service ProviderService Provider and its staff working for the project will observe highest standard of transparency, ethics and integrity during

the project. In case anytime during the tenure of the project, if the Service ProviderService Provider or any of its staff is found to have taken help of any fraudulent or unethical practice, Bank reserves the right to terminate the contract at its own discretion and initiate legal action against the Service ProviderService Provider in addition to blacklisting it for participation in future RfP/Tender process in SIDBI.

### 7.2.6 Pre Contract Integrity Pact (IP)

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

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-XVII** on the letterhead of the Company. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of LOI / Contract.

### 7.2.7 Applicable laws

1. The Contract shall be interpreted in accordance with the laws prevalent in India.
2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ resource/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
3. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any

---

such claim or demand of liability within reasonable time to the bidder.

### **7.2.8 Grievances Redressal Mechanism**

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

### **7.2.9 Deployment of resources**

The bidder shall complete the project as per time line agreed in the contract and shall provide and ensure that necessary resources are provided and continued to be deployed at site and if the project / exigencies (breakdown and like situations) requires the resources shall have to be deployed on continuous basis (including on Saturdays, Sundays and other holidays) and the Bank shall not make any additional payments for the same. The bidder shall, however, ensure compliance of statutory and regulatory requirements with regard to the resources deployed or to be deployed during the period. The human resources deployed or used by the bidder at any stage of the project or during the period of the contract shall not be deemed to be an employee of the bank for any purpose or due to any reason.

### **7.2.10 Miscellaneous**

SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

## **7.3 Bid Conditions**

1. The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
2. Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables with quality under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information or any requirement is underestimated, not understood or not interpreted in right direction during preparation/submitting the response.
3. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the

RFP shall be the governing document for arrangement between the Bank and the Bidders.

### **7.3.2 Clarification of Bids**

1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in 'Bid Critical Information' Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted 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.

### **7.3.3 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](http://www.sidbi.in).
3. All Bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

### **7.3.4 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.

### **7.3.5 Commercial Bid**

1. The Bidder is required to quote in Indian Rupees ('INR/ ₹'). Bids in currencies other than INR may not be considered.
2. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
3. As mentioned in Commercial Bid annexure, SIDBI shall have the right to utilize person-month rate quoted by the bidder, for any additional service not covered under the scope of this RfP upto 5<sup>th</sup>

- year after starting of the project. The Bidder / Provider will have to deploy resource of desired role with similar credentials.
4. The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess, Octroi etc., that need to be incurred. No additional cost whatsoever would be paid.
  5. Commercial bid would include cost of travel, boarding, lodging, out-of-pocket etc. expenses for the resources of the bidder to undertake visits to different locations of SIDBI as mentioned in the scope of the project.
  6. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

### 7.3.6 Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 14,50,000/- (Rupees Fourteen Lakh Fifty Thousand only) .
2. EMD should be in the form of Demand Draft in favour of “Small Industries Development Bank of India” payable at Mumbai or in the form of Bank Guarantee. Format of Bank Guarantee is prescribed in **Annexure-IX**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
3. The Demand Draft should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Bank.
4. No interest will be paid on EMD.
5. Request for exemption from EMD will not be entertained.
6. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:
  - a) Receipt of the signed contract and performance security from the successful bidder. **OR**
  - b) The end of the bid validity period, including extended period (if any), **OR**
  - c) Issue of Letter of Intent / Purchase order to the successful bidder
7. Successful Bidder will be refunded the EMD amount / BG only after submission of Performance Bank Guarantee (PBG) by the bidder.
8. EMD may be forfeited if:
  - a) Bidder withdraws its bids during the period of bid validity.
  - b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

- c) In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish PBG.  
(Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.)

### 7.3.7 Procurement Policy on Micro and Small Enterprises (MSEs)

1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

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

**Table 7-1 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

### 7.3.8 Period of Validity of Bids

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



---

### **7.3.9 Deadline for submission of Bids**

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

### **7.3.10 Late Bids**

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

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

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

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

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



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

### 7.3.13 Clarification of bids

1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (e-Mail/letter), and no change in the price or substance of the Bid shall be sought, offered or permitted.
2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
3. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

### 7.3.14 Preliminary Examinations

1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. The responses to the RfP would be deemed to be legal documents and will form part of the final contract. Bidders are required to attach a 'Letter of competence' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in **Annexure-VI**.
3. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
4. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid in comparison to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a

Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.

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

### **7.3.15 Bid Evaluation**

1. All the responsive bids will be evaluated as per the procedure detailed in Chapter- 6 – Bid evaluation methodology.
2. All the documentary proofs are to be submitted along with the bid in this regard.
3. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
4. During evaluation, Bank at its discretion can ask the bidders for clarifications.
5. 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.

### **7.3.16 Arithmetic errors correction**

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

1. If there is discrepancy in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
2. If the Bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

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

1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Bank to ascertain the best bid following the evaluation method prescribed

in this RfP. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the Letter of Intent (LOI), purchase order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

### **7.3.18 Conditional Bids**

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

### **7.3.19 Contacting the Bank**

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

### **7.3.20 Award of Contract**

1. The successful Bidder will be selected as per the process mentioned in Chapter 6: Bid evaluation methodology. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive.
2. Selected bidder would be issued 'Letter of intent (LoI)/ purchase order (PO) on final selection and completion of internal approval formalities of the bank. Immediately after the receipt, the selected Bidder must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.
3. 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 / resources for self and / or its associates / subsidiary concerns. 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 rates quoted by the Bidder under the same terms & conditions. The Bidder will have to agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price at the unit rates provided for TCO calculations.

The Bank has the right to order as much as it wants at those rates.

### 7.3.21 Miscellaneous

1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures.
2. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
3. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

## 7.4 Commencement, Completion, Term and Termination

### 7.4.1 Commencement of Services

The Bidder shall commence the Services from the Effective Date but not later than one month from the date of issue of LOI / PO by SIDBI, unless otherwise agreed by the Parties.

The contract shall commence on the effective date (kick-off date) and continue for a period of five years thereafter. If so desired by SIDBI, contract may be extended for a maximum period of one year on the same terms and conditions.

### 7.4.2 Termination of Contract

#### 7.4.2.1 By SIDBI

Bank shall have the option to terminate this agreement, in whole or in part by giving at least 90 days' prior notice in writing.

Without prejudice to the generality of the foregoing, the Bank will also be entitled to terminate this agreement, if **the Bidder** breaches any of its obligations set forth in this 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.

The Bidder shall not have any right to terminate this Agreement for convenience. However, without prejudice to the generality of the foregoing, the Bidder will be entitled to terminate the agreement, if:

- a. Bank materially breaches any of its obligations set forth in this contract; and

- 
- b. Such breach is not cured within thirty (30) Working Days after **the 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 **the Bidder**, within thirty (30) Working Days, with a reasonable plan to cure such breach.

This contract shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- a. 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;
- b. 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
- c. The other Party becomes the subject of a court order for its winding up.

Either Party shall have the immediate right to terminate this 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.

**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 contract. The Parties therefore agree and undertake that if at any time after expiry of initial period of three years and during the terms of any subsequent renewal of this agreement, it is assessed by SIDBI that the scope, size and technicalities of the Project has become such that its smooth execution could not be achieved and ensured by the Bidder then SIDBI will have option of exit at any point. However, exit would happen only after the completion of the notice period of 90 days, and only after completion of **the Bidder's** 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 contract and will have to maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the contract, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date and shall be free to hire any other agency(ies) found suitable for handling the project.

Without prejudice to the rights of the Parties, upon termination or expiry of this contract, Bank shall pay all the undisputed fees outstanding till the date of termination to the Bidder, within thirty (30) days of completion of the reverse transition period.

Upon the termination or expiry of this contract:

- a. The rights granted to **the 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 **the Bidder** to provide the Services; and (ii) the assignable agreements, **the Bidder** shall, use its reasonable
-

---

commercial endeavours to assign such agreements to the Bank and its designee(s) till alternative arrangements are made by the Bank in that regard.

- c. Upon Bank's request in writing, **the Bidder** will be under an obligation to transfer to Bank or its designee(s) the Deliverables created by **the Bidder** for the Bank under this Agreement, free and clear of all liens, security interests, or other encumbrances at a the contracted rates.

#### 7.4.2.2 By the successful Bidder

The successful Bidder may, by not less than 90 (ninety) days' written notice to SIDBI, such notice to be given after the occurrence of any of the events specified in this Clause, terminate the Contract if:

1. SIDBI fails to pay any money due to the Bidder pursuant to the Contract and not subject to dispute pursuant to Section 7.8 hereof within 15 (fifteen) days after receiving written notice from the successful Bidder that such payment is overdue;
2. SIDBI is in material breach of its obligations pursuant to the Contract and has not remedied the same within 30 (thirty) days (or such longer period as the successful Bidder may have subsequently granted in writing) following the receipt by SIDBI of the successful Bidder's notice specifying such breach;
3. as the result of Force Majeure, the successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

SIDBI fails to comply with any final decision reached as a result of arbitration pursuant to Section 7.8 hereof (subject to however, that no appeal is preferred / pending in any forum / court).

---

### 7.4.2.3 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses **7.4.2.1** or **7.4.2.2** hereof, the Service Provider shall, immediately upon receipt of such notice, take all reasonably necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

### 7.4.2.4 Payment upon Termination

1. Upon termination of this Agreement pursuant to Clauses **7.4.2.1** or **7.4.2.2** hereof, SIDBI shall make the payment to the successful Bidder pursuant to Section 7.7 hereof for Services performed prior to the date of termination and which could be used by SIDBI.
2. In the event of a pre-mature termination of this Contract by SIDBI, the compensation payable to successful Bidder will be decided in accordance with the Terms of Payment Schedule and the payment to the successful Bidder will be settled within 30 days of the termination of the contract.
3. In the event of such termination, the successful Bidder on transit period will work to transfer all the work completed and in progress and knowledge out of the project as per the requirement of SIDBI.

### 7.4.2.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause **7.4.2.1** (barring termination by SIDBI at convenience) or **7.4.2.2** hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Section 7.8 hereof, and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## 7.4.3 Project Closure

Project Closure means the completion of implementation of all the deliverables mentioned in scope of the project or as decided by SIDBI for implementation, integration of components as per scope, handover of latest compilable source code, training and submission of the relevant documents as per the transition management plan to SIDBI / new service provider.

## 7.4.4 Force Majeure

### 7.4.4.1 Definition

1. For the purposes of the Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any



other action by government agencies rendering implementation of the project as illegal / unlawful.

2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents, Bidders or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.
3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **7.4.4.2 No breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

#### **7.4.4.3 Delay, Penalty and Termination**

1. Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to the Contract is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, Bidder shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, Bidder shall continue to perform its obligations as per the order placed subsequent to this agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

#### **7.4.5 Indemnity**

The Bidder shall indemnify SIDBI, and shall always keep indemnified and hold SIDBI, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including



---

attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against SIDBI as a result of:

1. Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under the Contract; and/or
2. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this agreement; and/or
3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against SIDBI; and/or
4. Breach of any of the term of this agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the Bidder under this agreement; and/or
5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
6. Breach of confidentiality obligations of the Bidder contained in this agreement; and/or
7. Negligence, fraudulence activities or gross misconduct attributable to the Bidder or its employees or sub-contractors; and/or
8. The use of unlicensed and illegal Software and/or allied components by the Bidder.

The Bidder will have to, at its own cost and expenses, defend or settle any claim against SIDBI that the Deliverables and Services delivered or provided under this document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided SIDBI:

1. Notifies the Bidder in writing; and
2. Cooperate with the Bidder in the defense and settlement of the claims.

The Bidder shall not be liable for defects or non-conformance or infringement resulting from:

1. Software, hardware, interfacing not approved by Bidder; or
2. Unauthorized modification of Software or any individual product supplied under this agreement, or Bank's failure to comply with any mutually agreed environmental specifications.
3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under the Contract.
4. Modification of a deliverable by anyone other than the Bidder where the unmodified version of the deliverable would not be infringing.

## **7.4.6 Limitation of liabilities**

1. In no event shall either party be liable with respect to its obligations under or arising out of this Contract for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages.
2. Save and except for liability under Section 7.5.5, the aggregate liability of the Bidder under this Contract, arising at any time, shall not exceed the total Contract value.
3. The Bidder shall be liable to SIDBI only for any direct loss or damage accrued due to deficiency in Services rendered by it.

#### **7.4.7 Waiver**

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

#### **7.4.8 Violation of terms**

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

### **7.5 Obligations of the Bidder**

#### **7.5.1 Ownership of Delivered Product / Services**

The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services / products under the contract and be responsible for the services / products delivered.

#### **7.5.2 Confidentiality**

1. The Bidder, and its Personnel shall not, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or

oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by SIDBI to the Bidder, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the SIDBI's employees, officers or other professionals or suppliers, customers, or contractors of SIDBI; and any other information which the Bidder is under an obligation to keep confidential in relation to the Project, the Services or the Contract / RfP ("Confidential Information"), without the prior written consent of SIDBI.

2. In case of cloud services, if the bidder is extending similar services to multiple customers, bidder shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this contract. The Bidder will treat as confidential all data and information about SIDBI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of SIDBI.
3. Notwithstanding the aforesaid, the Bidder and its Personnel may disclose Confidential Information to the extent that such Confidential Information:
  - a) is required to be disclosed by Applicable Laws or judicial or administrative order;
  - b) is required to be disclosed in arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Bidder, and its Personnel shall give SIDBI prompt written notice, to the extent permissible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
  - c) was in the public domain prior to its delivery to the Bidder, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Bidder, and its Personnel;
  - d) was obtained from a third party with no known duty to maintain its confidentiality or independently developed by the Bidder.
4. The obligations contained in Section 7.5.2 shall apply mutatis mutandis to SIDBI where SIDBI is the recipient of confidential information of the Bidder. Further, subject to confidentiality obligations set forth herein, the Service Provider may wish to refer to SIDBI and the Services the Bidder has performed for it when marketing its services.

### **7.5.3 Subcontracts**

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

---

#### **7.5.4 Standards of Performance**

1. The Bidder shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Bidder shall always act under this RfP, in respect of any matter relating to this RfP or to the Services, as a faithful adviser to SIDBI, and shall at all times support and safeguard SIDBI's legitimate interests in any dealings with Third Parties.
2. The Bidder must strictly adhere to the delivery schedules, failure to which will be considered as breach of the terms and conditions.
3. The Bidder shall provide appropriate human as well as other resources as committed in its response to SIDBI's RfP, to execute various tasks assigned as part of the project, from time to time. The Bidder shall ensure the quality & effectiveness of deliverables, project approach & methodology, project governance, risk management, use of tools & templates in conformity with its commitment made in its technical bid in response to SIDBI's RfP.
4. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
5. The Bidder is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI that are consistent with the terms of this agreement. The Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.

#### **7.5.5 IPR Infringement**

1. The Bidder undertakes and acknowledges that any infringement of IPR arising out of services provided by it shall be the sole responsibility of the Bidder and SIDBI shall have no obligation or liability with regard to the same.
2. As part of this project bidder/service provider 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 the deliverables provided and/or use of any software/tool by Bidder/Service provider under this project.

#### **7.5.6 Accounting, Inspection and Auditing**

---

The Bidder shall keep accurate and systematic accounts and records in respect of the Services provided under the Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Bidder's costs and charges).

#### **7.5.6.1 Rights to Visit**

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

#### **7.5.7 Publicity**

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

#### **7.5.8 Statutory & Regulatory Compliance**

The bidder should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regards to

---

transactions under RfP. The bidder also has to ensure that they are compliant to the Minimum Wages Act (MWA) for deployment of resources across SIDBI sites nationwide. The bidder should follow all payout norms as per the MWA in all the states and SIDBI will not be liable for this under any situation. SIDBI may (but shall be obliged) call for proof of such payments by bidder and any other Act/Statutory and regulatory compliances as applicable.

### **7.5.9 Conflict of Interests and Non Compete**

Stand-Up India scheme and web based interactive portal ([www.standupmitra.in](http://www.standupmitra.in)) have been developed by SIDBI under the guidance of Dept. of Financial Services, Ministry of Finance, Govt. of India. The existing Standup Mitra and Udyami Mitra websites and portal and / or any associated portal / website for the purpose and the form in which such portals may be assumed during the course of operation and development, are proprietary assets of SIDBI with all intellectual property and associated rights. Therefore, it is agreed that :

- a. The Bidder shall hold SIDBI's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to the SIDBI and seek its instructions.
- b. The Bidder shall not enter into any arrangements or agreements or transaction(s) whatsoever, with any third party for development of similar kind of portal using proprietary rights of SIDBI and confidential information and trade secrets which it may become privy during the course of the project.
- c. For the purpose of this clause the term "Confidential Information" means information about the SIDBI and identity of Customers, Customer Prospects, and/or Vendors that is not generally known outside SIDBI, which the Bidder will learn of in connection with the project. Confidential Information may include, without limitation: (1) policy, technique, software, programmes, ideas, information, and working of the portal, (2) policies, finances, and business plans; (3) financial projections, (4) information relating to the product roll-outs; (5) customized software, marketing tools, and/or supplies that will be provided access to by SIDBI to the Bidder and/or will create; (6) any information relating to names, addresses, and telephone numbers of Customers, Customer Prospects, and/or Vendors, browsers/user of the site and portals, etc; (7) any list(s) of the Customers, Customer Prospects, and/or Vendors; (8) the account terms and pricing of the products; (9) the account terms and pricing of users of the portals/banks and their Customers; (10) the names and addresses of SIDBI employees and other business contacts of Portal; and (11) the techniques, methods, and strategies by which the SIDBI/Portal develops, markets, distributes, and/or sells any of the products

- 
- d. "Trade Secrets" means Confidential Information shall include the information as protected and covered under applicable law. "Proprietary Rights" means any and all inventions, discoveries, developments, methods, processes, compositions, works, supplier and customer lists (including information relating to the generation and updating thereof), concepts, and ideas (whether or not patentable or copyrightable) conceived, made, developed, created, or reduced to practice (whether at the request or suggestion of the SIDBI or otherwise, whether alone or in conjunction with others, during implementation of the project, which may be directly or indirectly useful in, or related to, the activities and business of the portals or any business or products contemplated by SIDBI.
- e. The Bidder agrees that, during the term of this agreement and renewals thereof and for twelve months after the termination thereof, regardless of the reason for the termination the agreement, the Bidder will not, directly or indirectly, on behalf of any Competitive Business perform the same or substantially the same Job Duties.



---

### **7.5.10 Documents prepared by the Bidder to be the Property of the “SIDBI”**

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

## **7.6 Obligations of SIDBI**

### **7.6.1 Assistances in Clearances**

Unless otherwise specified in this RfP, SIDBI shall make best efforts to ensure that it shall:

1. provide the Bidder, and Personnel with work permits and such other documents as may be necessary to enable the Bidder or Personnel to perform the Services;
2. issue to officials, agents and representatives of the Government all such instructions / requests as may be necessary or appropriate for the prompt and effective implementation of the Services.

### **7.6.2 Access to Land and Property**

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

### **7.6.3 Payment**

In consideration of the Services performed by the Bidder under this RfP, SIDBI shall make to the Bidder such payments and in such manner as is provided in this RfP.

### **7.6.4 Intellectual Property Rights**

SIDBI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this

---



Contract, including all processes and products which have been developed by the Bidder during the performance of Services.

## 7.7 Payment and Penalty

### 7.7.1 Terms of Payment

The payment would be made as mentioned below :

**Table 7-2 Terms of Payment**

Category	Description	Payment Terms
1	Hosting of the existing portal / website and its management	Quarterly pay-out of the commercial price quoted in Format A, Sl. No. 1, 2 and 3
2	Maintenance and support of web-portal software	Quarterly pay-out of the commercial price quoted in Format A, Sl. No. 4
3	Development / enhancement of the portal for planned activities defined	Fixed cost payment to be made after delivery and acceptance of each item as mentioned in table below as per price quoted in Format-B
4	Manage and implement evolving changes	As per person / month rates for the type and effort for the activity / change. These will be consolidated and paid quarterly after delivery and acceptance as per price quoted in Format-A, Sl. No 5.
5	Cost of full time project coordinator	Quarterly pay-out of the commercial price quoted in Format A.

The terms of payment for the “development / enhancement of the portal for planned activities” defined in this RfP would be as follows:

**Table 7-3 Terms of Payment for Fixed Cost**

SI No	Work Item	Payment (%) [as per section 4.2.2 ]
1	Linking with UIDAI portal for verification and obtaining demographic details of Aadhaar using services of NPCI as KUA / AUA.	20
2	Integration with payment gateways for payments/ fees etc. of participants	15
3	Portal usage statistics and analytics using tools like Google Analytics	5
4	Information flow to NCGTC and CGTMSE, and integration with NCGTC and CGTMSE Credit Guarantee Platform for Standup India Credit Guarantee and other guarantee schemes	20
5	Provision of Portal services through mobile application and / or integration with other SIDBI portals/App (or such partner as specified by SIDBI) as also integration with other institutions such that flow of application ( loan and or subsidy) happens from their respective website to this portal	20

6	Integrating Credit Rating Agencies like SMERA with the portal operations for providing rating services	20
---	--	----

1. First payment to the Bidder will be payable only after submission of Performance Bank Guarantee for an amount equivalent to 10% of the total contract value and hosting of the existing portal is complete.
2. All payments would be made after deducting penalties if applicable and applicable taxes and cess.
3. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Bidder is required to submit Bank Mandate Form (as per **Annexure-XII**) along with cancelled cheque in original along with the technical bid.
4. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default of payment on the part of Bank.
5. All Payments will be made to the Bidder in Indian Rupee only, to the prime bidder.
6. Final payment would be released only after completion of reverse transition process to the satisfaction of SIDBI.

#### 7.7.1.2 Payment in case of upscaling / downscaling of Infrastructure

In order to utilize the benefit of cloud infrastructure, SIDBI could upscale or downscale infrastructure if the monthly average number of concurrent users are higher or lower than the projected figures. Based on the optional rates, being obtained in this RfP, the cost of infrastructure resources being upscaled or downscaled would be added or reduced to / from the quarterly payments.

#### 7.7.1.3 Payment in case of termination of projects

1. The cost of full-time resources would be paid for the portion of services utilized.
2. The cost of other services would be paid based on pro-rata basis for the portion of services completed.

### 7.7.2 Taxes and Duties

1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.
2. The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws

- 
- pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected Bidder 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 Bidder 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 Bidder. 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 Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

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

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the total contract value. The performance guarantee would be renewed every year before the expiry of earlier performance guarantee. The performance guarantee will be valid till at least three months beyond the expiry of the contract period. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.
  2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
  3. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD amount / BG obtained towards security deposit.
  4. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.
  5. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such
-

extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

#### 7.7.4 Forfeiture of performance security

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

#### 7.7.5 Penalty for Default in Services

1. Penalty may be imposed as stipulated in the relevant sections of this RfP for breach in levels of services. However the total penalty imposed for the project would be subject to maximum of 5% of the total contract value.
2. If the bidder fails to complete the hosting of existing portal and setup of disaster recovery site within stipulated time, SIDBI will impose a penalty of 0.25% of the cost of the component of order value for each weeks delay or part thereof attributable to the Bidder, subject to maximum of 5% of the cost of the component.
3. Any absence of full-time resource shall attract a penalty, as under, in case no substitute is arranged by the Bidder as per defined requirement. This penalty is in addition to the non-payment of quarterly project cost for that resource for those many days he/she was absent. (One day's cost = Monthly cost / 22)
4. Penalty due to breach in planned activities is provided in section 4.2.2.2, penalty due to default in SLA is provided under section **Error! Reference source not found.**, penalty due to breach in Disaster Recovery Management requirements is provided in section 4.2.8.3, penalty due to breach in portal security is provided in section 4.2.8.12 and penalty due to breach in change management is provided in 4.3.1.1

### 7.8 Settlement Of Disputes

#### 7.8.1 Amicable Settlement

---

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or the interpretation thereof.

### **7.8.2 Dispute Resolution**

1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably by a team of officials nominated by the parties for this purpose.
2. The Parties agree to use their best efforts for resolving all Disputes, including those relating to delay caused in completion of project or delay in performance of obligations under the Contract, and arising under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
3. No conflict between Bidder and SIDBI will cause cessation of services or payment of fees due to the Bidder. Only by mutual consent the services will be withdrawn.

### **7.8.3 Arbitration**

1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 7.8.2, within 30 calendar days from the date of initiation of amicable dispute resolution procedure or such other period as mutually agreed to by the parties, shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final and binding on the Parties as from the date it is made, and the Bidder and SIDBI agree and undertake to carry out such decision without delay.
2. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
3. The Bidder shall continue work and the Bank shall continue to pay the fees due under the Contract during the arbitration proceedings unless otherwise directed in writing by SIDBI or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

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

**The Bidder** shall execute and submit a signed Pre Contract Integrity Pact (IP) as

---

per the format provided by SIDBI on the non-judicial stamp paper of requisite value. The Pre Contract Integrity Pact shall form a part and parcel of this agreement and shall be in force till the validity of this contract or any extension thereof.

### 7.8.5 GENERAL

**Health and Safety:** **The Bidder** and any of its subcontractors shall, when at SIDBI site, conduct their activities so that their equipment, working conditions and methods are safe and without risk to health for their own and SIDBI's employees as well as for any other users of SIDBI Site.

**No Joint Venture:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties, nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

**No Assignment:** Except with respect to **The Bidder's** rights regarding the use of subcontractors, neither party may assign any rights or obligations under this Contract without the prior written consent of the other party except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.

**The Bidder** would undertake to provide appropriate human as well as other resources (PC/laptop etc.) required, to execute the various tasks assigned as part of the project, from time to time.

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. **The Bidder** shall take suitable measures for them in this regard.

**The Bidder** shall ensure that the software and allied components used to service SIDBI are licensed and legal.

This contract contains only the broad provisions for the entire assignment. **The Bidder** shall be required to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/ incidental to the successful completion of the entire assignment.

Save and except in the normal course recruitment process, either party during the term of the contract and for a period of two years thereafter shall not without the express written consent of the other party, directly or indirectly:

- a. 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 other party in rendering the services in relation to the contract; or

- b. Induce any person who shall have been an employee or associate of the other party at any time to terminate his / her relationship with the other party.

**Headings:** The headings in this Agreement are for the convenience of the parties only, and are in no way intended to define or limit the scope or interpretation of the Agreement or any provision hereof.

**Entire Agreement and Precedence:** This Contract and its Annexure constitute the entire agreement governing the arrangement between **the Bidder** and SIDBI. The parties however agree that in the event of ambiguity in the terms of this Agreement, the parties' intent will be derived by referring to the following documents in the order given below. Any mutually acceptable position in variance to this Agreement shall be recorded in writing by way of an amendment.

1. Letter of Intent (LOI) from SIDBI dated \_\_\_\_\_
2. Pre-bid clarifications hosted on bank's website on \_\_\_\_\_
3. Technical and Commercial proposal submitted by **the Bidder** along with letter of competence and power of attorney submitted on \_\_\_\_\_
4. RfP from SIDBI issued vide tender no. \_\_\_\_\_ dated \_\_\_\_\_, 2016

#### 7.8.6 Notices

All notices that are required to be given under this Agreement shall be in writing and shall be sent to the address of **THE BIDDER** and SIDBI recipient set out in **Section** \_\_\_\_ below, or such other address as the representative of each party may designate by notice given in accordance with this **Section** \_\_\_\_\_. Any such notice may be delivered by hand, by courier, or by facsimile transmission, and shall be deemed to have been received:

1. By hand delivery - at the time of delivery;
2. By courier - after the date of delivery at the recipient address by the courier;
3. By facsimile - immediately upon confirmation of transmission provided a confirmatory copy is sent by courier or by hand by the end of the next business day.

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

For the purposes of this **Section** \_\_\_\_\_ the address of each party shall be:

SIDBI	:	<u>Small Industries Development Bank of India</u>
Attention	:	_____
Address	:	<u>MSME Development Centre, C-11, G-Block,</u> <u>BandraKurla Complex, Bandra (East), Mumbai –</u> <u>400051</u>
Telephone	:	<u>+91 2267531228</u>

---

Facsimile : +91 2267531282

---

THE BIDDER :

Attention :

Address :

Telephone :

Facsimile :

+91

+91

### **7.8.7 Severability**

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

### **7.8.8 Survival**

The following provisions shall survive termination of this Agreement: Sections 7.7 (Payment and Penalty), 7.6.4 (Intellectual Property Rights), 7.5.5 (IPR Infringement), 7.5.9 (Conflict of Interest and Non compete), 7.4.5 (Indemnity), 7.5.2 (Confidential Information), 7.4.6 (Limitation of Liabilities), 7.8 (Dispute Resolution) and 7.2.7 (Applicable Laws).



## 8. Annexures

### 8.1 Annexure – I : Bid Covering Letter

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

Date:

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

Dear Sir,

**Request for Proposal for Development Maintenance and Hosting of Portal**  
**(RfP No : 400/2016/1205/BYO/ITV)**

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of **₹ 5,000/- ( Five Thousand only)** towards non-refundable bid price.
2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / banker's cheque/ Bank Guarantee (BG) of the sum of **₹ 14,50,000/- ( Fourteen Lakh Fifty Thousand only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
3. Minimum Eligibility bid, Technical bid and Commercial bid inside separate envelopes, in prescribed formats.

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

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

Thanking you,

Yours sincerely,

Date :  
Place :

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

## 8.2 Annexure – II : General Information about Bidder

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

Date :  
Place :

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



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

Date :  
Place :

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

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

Srl. No.	Financial and other Requirements	Proof Required	Documents / Proof given by Bidder	Attachment Tag <sup>\$\$</sup>
1.	Both the Lead Bidder and the consortium partner should have been incorporated under Companies Act, 1956 and subsequent amendments thereto or substitution thereof.	Certificate of Incorporation / Registration certificate		
2.	Both the Lead Bidder and the consortium partner must be experienced Companies operating in the field of Information Technology for at least 5 years in India as on the date of submission of bid.	Memorandum & Articles of Association should be attached		
3.	Lead Bidder should have a minimum turnover of at least INR <b>30 crores</b> or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid.	Chartered Accountant (CA) certificate and copies of last three years' balance sheet		
4.	Both the Lead Bidder and the consortium partner should have made cash profit in at least 2 years out of last 3 financial years.	Chartered Accountant (CA) certificate and copies of last three years' balance sheet		
5.	Both the Lead Bidder and the consortium partner should have a minimum number of 50 full time professional staff engaged in Information Technology in the field of software, hardware, networking etc.	Self declaration by authorized signatory of the Bidder		
6.	Both the Lead Bidder and the consortium partner 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 with address and contact details on letter-head		
7.	Lead Bidder or consortium partner should own the Data Center facility and Data	Relevant documents (copies of certificates) to demonstrate the same		

Srl. No.	Financial and other Requirements	Proof Required	Documents / Proof given by Bidder	Attachment Tag <sup>\$\$</sup>
	center should be located in India. Data center facility should be at least Tier-3 Uptime / TIA 942 certified. The primary data centre must be located in Mumbai / Thane / Navi Mumbai while DR site can be anywhere in India but outside Maharashtra.			
8.	Both the Lead Bidder and the consortium partner should not have been blacklisted by any PSU / Govt. of India as on the date of submission of Bid.	Letter of undertaking to this effect on company's letter head signed by company's authorized signatory		
9.	<ul style="list-style-type: none"> <li>Bidder or consortium partner positioned to offer development services of the portal should have ISO 9001 and SEI CMM Level 3 certification.</li> <li>Bidder or consortium partner positioned to offer cloud data centre services should have ISO 27001 for DC and DR.</li> </ul>	Self-Declaration and Relevant documents (copies of certificates) to demonstrate the same.		
10.	Bidder or consortium partner positioned to offer development services of the portal should have prior experience of executing work orders of Web Portal Design and Development <b>based on dotNet framework</b> .	Copy of work order and completion certificate/or letter of satisfaction/recommendation for each of the mentioned assignments required		
11	Bidder or consortium partner positioned to offer DC / DR should have experience of hosting and managing cloud based services.	Self-Declaration and Relevant documents to demonstrate the same.		

Signature of Authorised Signatory  
Seal of the Organisation

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

## 8.4 Annexure – IV : Technical Bid

Srl. No.	Parameters	Scoring Scheme / Parameters	Proof / Document Required	Attachment Tag <sup>ss</sup>
1.	Competence of Bidder or consortium partner positioned to offer development services having experience for web-portal development and maintenance assignment on dotNET framework with value not less than Rs. 50 lakh for projects in the last five years	[5 marks for each project of portal development - max 15 marks]	Please provide following details for all the projects separately : <ul style="list-style-type: none"> <li>Brief details of the project delivery</li> <li>Contact details of the client</li> <li>Word Order or Completion Certificates from the client</li> </ul>	
2	Competence of Bidder or consortium partner positioned to offer cloud hosting in at least Tier 3 data-centre with value not less than Rs. 50 lakh for projects in the last five years [5 marks for each project of cloud hosting – max 15 marks]	[5 marks for each project of cloud hosting – max 15 marks]	Please provide following details for all the projects separately : <ul style="list-style-type: none"> <li>Brief details of the project delivery</li> <li>Contact details of the client</li> <li>Word Order or Completion Certificates from the client</li> </ul>	
3.	Competence of Bidder or consortium partner in development and maintenance which has been implemented in cloud environment delivering average 50,000 financial or non-financial transactions monthly and also capable of handling at least	<i>[5 marks for each project - max 10 marks]</i> <i>This is further subdivided as follows:</i> <i>Transactions</i> <i>&lt; 50000 : 0;</i> <i>&gt;= 50000 : 2.5</i> <i>Marks and</i> <i>Concurrent Users</i> <i>&lt; 1000 : 0;</i> <i>&gt;= 1000 : 2.5</i> <i>marks</i>	Please provide following details for all the projects separately : <ul style="list-style-type: none"> <li>Brief details of the project delivery</li> <li>Contact details of the client</li> <li>Word Order or Completion Certificates from the client</li> <li>Documentary evidence for transactions and concurrent users being handled</li> </ul>	

	1000 concurrent users.			
4.	Cloud Hosting and Data Centre and DR site	<ul style="list-style-type: none"> <li>• scalability - 4</li> <li>• security - 4</li> <li>• manageability - 4</li> <li>• scale up and down features - 4</li> <li>• monitoring capability - 4</li> </ul>	<p>Technical details and capability of data centre and DR site data centre.</p> <p>Bidder to demonstrate capability of data centre for both primary and DR sites as</p> <ul style="list-style-type: none"> <li>• scalability</li> <li>• security</li> <li>• manageability</li> <li>• scale up and down features</li> <li>• monitoring capability</li> </ul>	
5.	Proposed Solution		<p>Please elaborate on :</p> <ul style="list-style-type: none"> <li>• Proposed Solution and Requirements Coverage</li> <li>• Transition Management Process and Plan</li> <li>• Change Management Process and Plan</li> <li>• Process for tracking and monitoring SLAs</li> <li>• Full time project manager</li> <li>• Single bidder or consortium partners having previous experience of executing projects together</li> </ul>	
6.	Presentation by Individual Bidder		<ul style="list-style-type: none"> <li>• Understanding of project objectives and domain knowledge</li> <li>• Bidder's approach to the solution</li> <li>• Application development / management methodology</li> </ul>	

Signature of Authorised Signatory  
Seal of the Organisation

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



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

*(To be submitted on Bidder's company letter head by both Lead bidder and Consortium partner)*

Date:

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

Dear Sir,

### **Declaration Regarding Clean Track Record**

#### **Request for Proposal for Development Maintenance and Hosting of Portal** **(RfP No : 400/2016/1205/BYO/ITV)**

I have carefully gone through the Terms & Conditions contained in the **RfP No : 400/2016/1205/BYO/ITV dated September 23, 2016** regarding selection of Service Provider in SIDBI for BPR and PM. We hereby declare that our company has not been debarred/ black listed by any PSU, Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India as on the date of bid submission.

I further certify that I am competent authority in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We also declare that we are not engaged by SIDBI for providing services like system integration or supplying of software / hardware. We are also not OEM of any related product.

Thanking you,

Yours sincerely,

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

---

## 8.6 Annexure – VI : Letter of Competence

*(To be executed on a non judicial stamp paper of requisite value)*  
**(RfP No : 400/2016/1205/BYO/ITV)**

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 bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfP.

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

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

Thanking you,

Yours sincerely,

---

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

---

## 8.7 Annexure – VII : Power of Attorney

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

**(RfP No : 400/2016/1205/BYO/ITV)**

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2016, We, \_\_\_\_\_, a Company within the meaning of the Companies Act, 2013, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>**, **<Employee no.>**, **< Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to **RfP No : 400/2016/1205/BYO/ITV dated September 23, 2016 for ‘Request for Proposal for Development Maintenance and Hosting of Portal’** 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

---

## 8.8 Annexure – VIII : Letter of Conformity

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

Date:

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

Dear Sir,

**Request for Proposal for Development Maintenance and Hosting of Portal**  
**(RfP No : 400/2016/1205/BYO/ITV)**

We, the undersigned bidders, having read and examined the aforesaid RfP document, issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows:

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

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

Thanking you,

Yours sincerely,

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

## 8.9 Annexure – IX : Bank Guarantee

**RfP No : 400/2016/1205/BYO/ITV**

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

### **BANK GUARANTEE**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400 051 (hereinafter called the SIDBI ) having agreed to award a contract to M/s. ' Service Provider Name' having its office at ' Service Provider's Office Address', (hereinafter called "the Service Provider") for "**Request for Proposal for Development Maintenance and Hosting of Portal**" on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. ` . \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) \_\_\_\_\_, having its principal/ registered office at \_\_\_\_\_ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) \_\_\_\_\_ (herein after referred to as (Bank name) \_\_\_\_\_ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No \_\_\_\_\_ in favour of **Small Industries Development Bank of India (SIDBI)**

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ` . \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Request for Proposal for Development Maintenance and Hosting of Portal**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending

before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.

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

- 
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` \_\_\_\_\_ (Rupees \_\_\_\_\_).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) \_\_\_\_\_ upon the earlier of (a) its discharge by payment of claims aggregating to ` \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)”
15. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at Mumbai

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

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

## 8.10 Annexure – X : Commercial Bid

### 8.10.1 Format A (Cloud Hosting and Services and Maintenance of Portal)

(All amt in `)

S N	Particulars	Service Type	Year 1			Year 2			Year 3			Year 4			Year 5		
			Base Cost	Taxes	Total	Base Cost	Taxes	Total	Base Cost	Taxes	Total	Base Cost	Taxes	Total	Base Cost	Taxes	Total
1	Managed Cloud Hosting Infrastructure for Portal (DC and DR environments) **	Hosted cloud Infrastructure and services															
2	Managed Cloud Hosting Infrastructure for Portal (Development environment)**	Hosted cloud Infrastructure and services															
3	Managed Cloud Hosting Infrastructure for Portal (Testing / Demo / QA environment) **	Hosted cloud Infrastructure and services															
4	Annual Maintenance and Support of the Portal software %%	Software Support Services															
5	Software Development Rates for 100 person-months each year \$\$	Software Development Services															
6	Project Manager (full time on-site)	Project Management services															
<b>Total (A)</b>																	

\*\* This would include all infrastructure and services as per the scope of this RfP except for portal software development.

\$\$ Bidder to provide cost of 100 person-months each year for the purpose of calculation of TCO. This is the Expected utilization for each year. However this is not a commitment and may be considered for reference purpose. Actual requirement / utilization of the Resources in case of additional work not covered by this RFP or any changes in the scope shall be reviewed, signed off by SIDBI and shall be paid as per the Unit Price per month per person on pro-rata basis which shall be arrived at based on these rates. Resource deployment would be mutually decided between SIDBI and the selected Bidder. Bidders to note that rates of the personnel for software development specified in this format (sl. no. 5), will be used during the any new requirement development / enhancement / change management phase.

%% These rates should include all changes/enhancements deployed from time to time on the portal. No separate cost would be paid for maintenance for upgrade/updates/enhancement in portal software. Security audit certifications like CERT-IN, load testing, SSL certificates etc. should be included as part of this cost.



### 8.10.2

### Format B-Fixed Cost for Development / enhancement of the portal for planned activities

S. No.	Particulars	Base Price	Taxes	Total Price (B)
1	Fixed Cost for Development / enhancement of the portal for planned activities			

### 8.10.3

### Format C –Optional Rates

The rates for optional items will be added to the TCO and would be used in case of requirements during the project period. These rates may also be used for any requirements for any other projects for SIDBI and its associates and subsidiaries and should be valid for the project duration of five years. These prices would also be used for upscaling and downscaling of infrastructure as mentioned in section 4.2.10.2

(All amt in `)

S. No.	Particulars	Service Type	Unit	Comments / Size (a)	Unit Price (b)	No of Months / occurrence (c)##	Total Price for Mentioned Months X=a*b*c	Taxes	Total Price with Taxes for Mentioned Months
1	Email System	Software As Service	Per Month	1 account		1			
2	SMS system	Software As Service	Per Month	1 (unlimited SMSs)		1			
3	VM Server Instance Type A (refer Table 8-1 Instance Sizing Details)	Infrastructure as service	Per Month	1		1			
4	VM Server Instance Type B (refer Table 8-1 Instance Sizing Details)	Infrastructure as service	Per Month	1		1			
5	VM Server Instance Type C (refer Table 8-1 Instance Sizing Details)	Infrastructure as service	Per Month	1		1			
6	VM Server Instance Type D (refer Table 8-1 Instance Sizing Details)	Infrastructure as service	Per Month	1		1			

7	VM Server Instance Type E for database server (refer Table 8-1 Instance Sizing Details)	Infrastructure as service	Per Month	1		1			
8	500 GB of SAN Storage with 2500 IOPs	Infrastructure as service	Per Month	1		1			
9	1 TB of SAN Storage with 5000 IOPS	Infrastructure as service	Per Month	1		1			
	Public IP	Infrastructure as service	Per Month	1 Static IP		1			
6	SSL Certificate for a Server instance [256 bits encryption 2046 bit root 99% Browsers compatibility Unlimited re-issue]	Certificate Services Subscription	Per Month	1		1			
7	Internet Link DC (5Mbps unmetered)	Infrastructure as service	Per Month	1		1			
8	Internet Link DC (10Mbps unmetered)	Infrastructure as service	Per Month	1		1			
9	Internet Link DC (20Mbps unmetered)	Infrastructure as service		1		1			
10	DC-DR (P2P) [4Mbps]	Infrastructure as service	Per Month	1		1			
11	DRM Tool For virtual Machine	Software As Service		1					
12	Enterprise Server Anti-Virus Software	Software As Service		1					
13	Load Balancer (Minimum throughput 1 Gbps and SSL Offloading/Acceleration 500 TPS)	Infrastructure as service		1					

14	IPS (NIPS & HIPS), Firewalls, Active Directory, (required) Antivirus for Servers at DC and DR	Infrastructure as service	Per Month	1		1			
15	Application Performance Monitoring	Software As Service	Per Month	1		1			
16	Web Access Firewall (WAF)	Software As Service	Per Month	1		1			
17	CERT-IN security audit	Service	Per occurrence	1		1			
18	Private Cloud Backup 1 TB private cloud space with required agent. [Copy of backup should be available at minimum two region.]	Infrastructure as service	Per Month	1		1			
19	VLAN (new VLAN)	Infrastructure as service	Per Month	1		1			
20	Database Performance Monitoring	Software As Service	Per Month	1		1			
21	Security Information and Event Management (SIEM)	Software As Service	Per Month	1		1			
22	Vulnerability Scan	Software As Service	Per Month	1		1			
23	Performance monitoring and EMS tool	Software As Service	Per Month	1		1			
24	24 x 7 Helpdesk (L1, L2& L3)	Service	Per Month	1		1			
25	9 x 6 End User Support (L2)	Service	Per Month	1		1			
<b>Total (C) &gt;&gt;</b>									

## This figure has been taken for the purpose of calculation of TCO. The actual requirement would vary depending on need, utilization as decided by SIDBI.

**Table 8-1 Instance Sizing Details**

Sr. No.	Description	Minimum Specifications
1.	VM Server Instance Type A	<ul style="list-style-type: none"> <li>8 vCPU, 32 GB RAM</li> <li>200 GB SAN Storage</li> <li>MS Windows Server Operating system (latest version)</li> </ul>

Sr. No.	Description	Minimum Specifications
2.	VM Server Instance Type B	<ul style="list-style-type: none"> <li>16 vCPU, 64 GB RAM</li> <li>200 GB SAN Storage</li> <li>MS Windows Server Operating system (latest version)</li> </ul>
3.	VM Server Instance Type C	<ul style="list-style-type: none"> <li>24 vCPU, 128 GB RAM</li> <li>300 GB SAN Storage</li> <li>MS Windows Server Operating system (latest version)</li> </ul>
4.	VM Server Instance Type D	<ul style="list-style-type: none"> <li>32 vCPU, 196 GB RAM</li> <li>500 GB SAN Storage</li> <li>MS Windows Server Operating system (latest version)</li> </ul>
5.	VM Server Instance Type E for <b>database server</b>	<ul style="list-style-type: none"> <li>32 vCPU, 196 GB RAM</li> <li>500 GB SAN Storage</li> <li>MS Windows Server Operating system (latest version)</li> <li>MSSQL Server 2012/2014 Enterprise license</li> </ul>

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

1. The costs must be in Indian Rupees.
2. Details of prices which would be taken for commercial evaluation is mentioned in section 6.2.4.
3. No conditions should be stipulated in the commercial bids. The conditional bids shall be rejected.

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

## 8.11 Annexure – XI : Non-Disclosure Agreement

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

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “**Request for Proposal for Development Maintenance and Hosting of Portal**” as per scope defined in the **RfP No : 400/2016/1205/BYO/ITV dated September 23, 2016** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400 051 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank's Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

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

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

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

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

Yours sincerely,

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

## 8.12 Annexure – XII : Bank Mandate Form

(To be submitted in Duplicate by both Lead bidder and Consortium partner)

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

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

Vendor Code (if applicable) \_\_\_\_\_

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

City \_\_\_\_\_ Pin Code \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone No. with STD code: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

MSE Registration / CA Certificate \_\_\_\_\_ (if applicable)

### 3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR <sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer

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

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

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

---

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

Signature of the party / Authorized Signatory

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

**<sup>1, 2</sup>: Note on IFSC / MICR**

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

## 8.13 Annexure – XIII : Statement of Deviations

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

### **Request for Proposal for Development Maintenance and Hosting of Portal**

**(RfP No : 400/2016/1205/BYO/ITV)**

Bidders are required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

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

Further, any deviation mentioned elsewhere in the response other than in this format shall not be considered as deviation by SIDBI.

**Table 8-2 List of Deviations**

List of Deviations			
S. N.	Clarification point as stated in the tender document	Page / Section Number in RfP	Comment/ Suggestion/ Deviation
1.			
2.			
3			

*<additional rows may be added, if required>*

---

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

---



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

(RfP No : 400/2016/1205/BYO/ITV)

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

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA (SIDBI)**

WHEREAS ..... (Name of Service Provider) (hereinafter called the 'the Service Provider') has undertaken, in pursuance of **RfP No : 400/2016/1205/BYO/ITV dated September 23, 2016** to develop, enhance, host and maintain the portals ..... (Description of Products and Services) (Herein after called the 'the RFP') to you.

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

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of SIDBI 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 SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding

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

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

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

- 
- of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the Service Provider;
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 Service Provider;
  7. any petition for the winding up of the Service Provider has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the 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 hereinabove.

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

Signature and Seal of Guarantors (Service Provider's Bank)

.....

Date.....

Address .....

.....

## 8.15 Annexure – XV : Resource Credentials

**Table 8-3 Resource Credentials**

Srl. No.	Roles	Name	Academic & Professional Qualification	Work experience	No. Of Projects handled	Relevant work experience	Remark
1.	Project Manager (full time on-site)						

---

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

---

## 8.16 Annexure – XVI : Pre Contract Integrity Pact

### **PRE CONTRACT INTEGRITY PACT**

#### **General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_\_ on ---- day of the month of -----, 2016 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to issue RfP for Appointment of Service Provider for Business Process Re-engineering and Project Management and the BIDDER/Seller is willing to offer/has offered the services and WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said services/stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

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

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

#### **Commitments of the BUYER**

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

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

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

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

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

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

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

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

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount Rs.14,50,000/- as Earnest Money/Performance Guarantee/Security Deposit, with the BUYER through any of the following instrument.
  - (i) Bank Draft on a Pay Order in favour of -----
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP)

- 5.2. The Earnest Money/Security Deposit shall be valid for a period of five years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

**6. Sanctions for Violations**

- 6.1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
  - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
  - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or



acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

**7. Fall Clause**

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

**8. Independent Monitors**

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

**9. Facilitation of Investigation**

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



---

## **10. Law and Place of Jurisdiction**

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

## **11. Other Legal Actions**

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

## **12. Validity**

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

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

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

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

SIDBI

Witness

Witness

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

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

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

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

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

---

## 8.17 Annexure – XVII : Roles and Responsibilities of Lead Bidder and Consortium Partner

SI No	Area of Service	Role and Responsibility

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

---

## 8.18 Annexure – XVIII : Technical Compliance for cloud requirements

Bidder must fill up the following compliance table for cloud requirements. Compliance against these heads would imply compliance against all parameters / activities mentioned under respective heads below. These requirements are mandatory and in case of non-compliance, the Bidder may not be qualified for commercial evaluation at the discretion of SIDBI.

Sl. No.	Section in RfP	Description	Compliance (Yes / No)
1	4.2.1.2	Website Maintenance	
2	4.2.7	Application Related Technical Requirements	
3	4.2.8.1	General Cloud Requirements	
4	4.2.8.2	Disaster Recovery Management	
5	4.2.8.4	Cloud Service Provisioning Requirements	
6	4.2.8.5	Data Management	
7	4.2.8.6	Operational Management	
8	4.2.8.7	Compatibility Requirements	
9	4.2.8.8	Cloud Network Requirements	
10	4.2.8.9	Cloud Data Centre Specifications	
11	4.2.8.10	Cloud Storage Service Requirements	
12	4.2.8.11	Portal Security	
13	4.2.8.13	Cloud Security Requirements	
14	4.2.8.14	Virtual Machine Specifications	
15	4.2.8.15	Cloud Resource and Network Monitoring	
16	4.2.8.16	Application Performance Monitoring	
17	4.2.8.17	Backup Services	
18	4.2.8.18	Web Application Firewall as Service	
19	4.2.8.19	Malware monitoring services, Application Audit, External Vulnerabilities	
20	4.2.8.20	Database Support Services	
21	4.2.8.21	Managed Services	
22	4.2.8.22	Helpdesk Support from Cloud Service Provider	
23	4.2.8.23	SMS and e-mail service	

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

---

End of RfP Document