



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

दस्तावेज़ प्रबंध प्रणाली
समाधान की कार्यान्वयन हेतु प्रस्ताव का आमंत्रण

Request for Proposal (RfP) for
Implementation of
Document Management System (DMS)

भारतीय लघु उद्योग विकास बैंक
एमएसएमई विकास केन्द्र, सी-11, जी ब्लॉक,
बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (पू.), **मुम्बई - 400 051**

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
MSME Development Center, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E), **Mumbai - 400 051**

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Glossary

Acronym	Description
DMS	Document Management System
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
SoW	Scope of Work
POC	Proof of Concept

Table of Contents

1.	CRITICAL INFORMATION / महत्वपूर्ण सूचना	8
2.	INTRODUCTION AND DISCLAIMERS	10
2.1.	PURPOSE OF RFP	10
2.2.	INFORMATION PROVIDED	10
2.3.	FOR RESPONDENT ONLY	10
2.4.	DISCLAIMER	10
2.5.	COSTS TO BE BORNE BY RESPONDENTS	11
2.6.	NO LEGAL RELATIONSHIP	11
2.7.	RECIPIENT OBLIGATION TO INFORM ITSELF	11
2.8.	EVALUATION OF OFFERS	11
2.9.	ACCEPTANCE OF SELECTION PROCESS	11
2.10.	ERRORS AND OMISSIONS	11
2.11.	ACCEPTANCE OF TERMS.....	11
2.12.	REQUESTS FOR PROPOSAL.....	11
2.13.	NOTIFICATION	12
3.	BACKGROUND	13
3.1.	ABOUT SIDBI.....	13
3.2.	FINANCIAL SUPPORT	13
3.2.1.	<i>Indirect Finance</i>	<i>13</i>
3.2.2.	<i>Direct Finance</i>	<i>14</i>
3.2.3.	<i>Recent Initiatives</i>	<i>14</i>
3.2.4.	<i>Promotional and Developmental (P & D) Support.....</i>	<i>15</i>
3.2.5.	<i>Operational functions</i>	<i>16</i>
3.3.	SUBSIDIARY/ASSOCIATE ORGANIZATIONS OF SIDBI	17
3.4.	IT INFRASTRUCTURE - EXISTING SETUP	18
3.4.1.	<i>Current Setup.....</i>	<i>18</i>
3.4.2.	<i>Business Applications.....</i>	<i>19</i>
3.4.3.	<i>IT Infrastructure Management.....</i>	<i>22</i>
4.	SCOPE OF WORK	23
4.1.	PROJECT DETAILS	23
4.1.1.	<i>Solution Required.....</i>	<i>23</i>
4.1.2.	<i>Project Organisation</i>	<i>24</i>
4.1.3.	<i>Delivery Schedule and Project Plan</i>	<i>24</i>
4.1.4.	<i>Resource Plan for the Project</i>	<i>25</i>
4.1.5.	<i>Project Kick-off.....</i>	<i>25</i>
4.1.6.	<i>Contract Period.....</i>	<i>25</i>
4.2.	PROJECT INFRASTRUCTURE	25
4.2.1.	<i>General Requirement.....</i>	<i>25</i>
4.2.2.	<i>Software.....</i>	<i>25</i>

4.2.3.	<i>Licensing</i>	26
4.2.4.	<i>Hardware</i>	27
4.2.5.	<i>Network requirements</i>	27
4.2.6.	<i>Disaster Recovery (DR)</i>	28
4.3.	IMPLEMENTATION SERVICES	28
4.3.1.	<i>Systems Requirements Study (SRS)</i>	28
4.3.2.	<i>Digitization - Scanning, Indexing, Metadata Creation and Quality Control</i>	28
4.3.3.	<i>Customization & Integration</i>	29
4.3.4.	<i>Optical Character Recognition (OCR)</i>	30
4.3.5.	<i>Document Classification</i>	31
4.3.6.	<i>Image Processing</i>	31
4.3.7.	<i>Digital Signature</i>	31
4.3.8.	<i>Document Reference</i>	31
4.3.9.	<i>Storage, Search & Retrieval Solution</i>	32
4.3.10.	<i>Mobility Solution</i>	32
4.3.11.	<i>Document Security</i>	33
4.3.12.	<i>Migration from Document & File Management System (DFMS)</i>	33
4.3.13.	<i>Reporting Requirement</i>	33
4.3.14.	<i>Documentation</i>	34
4.3.15.	<i>Testing</i>	34
4.3.16.	<i>System & Security Audit</i>	35
4.4.	OTHER SERVICES	35
4.4.1.	<i>Digitization at offices other than Pilot offices</i>	35
4.4.2.	<i>Training</i>	35
4.5.	WORKFLOW SOLUTIONS	37
4.5.1.	<i>Inward Outward Management workflow</i>	38
4.5.2.	<i>Office Notes Creation and Approval workflow</i>	38
4.5.3.	<i>Other Workflows</i>	40
5.	INFORMATION TO BIDDERS (ITB).....	41
5.1.	GUIDELINE ON SUBMISSION OF BIDS	41
5.2.	PRE-BID MEETING	41
5.3.	AMENDMENT TO THE BIDDING DOCUMENT	41
5.4.	LANGUAGE OF BID.....	42
5.5.	DOCUMENTS COMPRISING THE BID	42
5.6.	BID CURRENCY	42
5.7.	TENDER FORM COST.....	42
5.8.	EARNEST MONEY DEPOSIT (EMD):.....	42
5.9.	PERIOD OF VALIDITY OF BIDS	43
5.10.	DEADLINE FOR SUBMISSION OF BIDS	43
5.11.	LATE BIDS.....	44
5.12.	MODIFICATION AND/ OR WITHDRAWAL OF BIDS:	44
5.13.	OPENING OF BIDS BY THE BANK	44
5.14.	PRE CONTRACT INTEGRITY PACT (IP) & INDEPENDENT EXTERNAL MONITOR (IEM)	45
5.15.	PUBLIC PROCUREMENT POLICY ON MICRO AND SMALL ENTERPRISES (MSEs).....	45

5.16.	ERASURES OR ALTERATIONS	46
5.17.	DOCUMENTS TO BE SUBMITTED.....	46
6.	ELIGIBILITY CRITERIA	49
7.	EVALUATION METHODOLOGY	53
7.1.	OBJECTIVE	53
7.2.	CLARIFICATION OF BIDS.....	53
7.3.	EXAMINATION OF BIDS.....	53
7.4.	EVALUATION PROCESS	54
7.5.	TECHNICAL EVALUATION.....	55
7.6.	COMMERCIAL EVALUATION	59
7.7.	ARITHMETIC ERRORS CORRECTION	59
7.8.	AWARD OF CONTRACT	60
8.	SPECIAL TERMS AND CONDITIONS.....	61
8.1.	PRICE.....	61
8.2.	TERMS OF PAYMENT	61
8.3.	GO – LIVE	63
8.4.	ACCEPTANCE CRITERIA	63
8.5.	WARRANTY AND ATS - SCOPE.....	64
8.6.	WARRANTY AND ANNUAL TECHNICAL SUPPORT (ATS) – TERMS & CONDITIONS.....	64
8.7.	ADDITIONAL DEVELOPMENT AND CUSTOMIZATION	66
8.8.	LIQUIDITY DAMAGES FOR DEFAULT IN DELIVERY	66
8.9.	LIQUIDITY DAMAGES FOR DELAY IN IMPLEMENTATION SERVICES	67
9.	GENERAL TERMS AND CONDITIONS (GTC)	68
9.1.	DEFINITIONS	68
9.2.	USE OF CONTRACT DOCUMENTS AND INFORMATION	69
9.3.	SUBCONTRACTS	69
9.4.	COMPLIANCE TO TECHNICAL & FUNCTIONAL SPECIFICATIONS	69
9.5.	GOVERNING LANGUAGE.....	69
9.6.	APPLICABLE LAWS	70
9.7.	COMPLIANCE WITH ALL APPLICABLE LAWS	70
9.8.	COMPLIANCE IN OBTAINING APPROVALS/ PERMISSIONS/ LICENSES	70
9.9.	PERFORMANCE BANK GUARANTEE (PBG)	70
9.10.	INSURANCE	71
9.11.	DELIVERY AND INSTALLATION.....	71
9.12.	DELIVERY AND DOCUMENTS:.....	73
9.13.	CHANGE / MODIFICATION IN LOCATION OF DELIVERY AND INSTALLATION.....	73
9.14.	FORFEITURE OF PERFORMANCE SECURITY	73
9.15.	NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER	74
9.16.	CONDITIONAL BIDS.....	74
9.17.	CONTACTING THE BANK.....	74
9.18.	TAKEN / BROUGHT OVER OF COMPANY	74
9.19.	NO EMPLOYER – EMPLOYEE RELATIONSHIP	74

9.20.	TERMINATION	75
9.21.	PATENT RIGHTS	75
9.22.	CORRUPT AND FRAUDULENT PRACTICE.....	75
9.23.	WAIVER	76
9.24.	VIOLATION OF TERMS.....	76
9.25.	CONFIDENTIALITY	76
9.26.	LIMITATION OF LIABILITY	76
9.27.	IPR INFRINGEMENT	77
9.28.	RIGHTS TO VISIT.....	77
9.29.	AUDIT	77
9.30.	GRIEVANCES REDRESSAL MECHANISM.....	78
9.31.	COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS	78
9.32.	RIGHT OF PUBLICITY	78
9.33.	INDEMNITY	78
9.34.	FORCE MAJEURE	79
9.35.	RESOLUTION OF DISPUTES	80
9.36.	SURVIVAL	80
9.37.	NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS.....	81
9.38.	DATA OWNERSHIP	81
9.39.	REPRESENTATIONS AND WARRANTIES	81
10.	ANNEXURE.....	84

1. Critical Information / महत्वपूर्ण सूचना

(RfP No: 400/2018/1304/BYO/ITV Dated January 11, 2018)

S No. 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	January 18, 2018/ जनवरी 18, 2018	6:00 PM
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)	January 19, 2018/ जनवरी 19, 2018	11:00 AM
3.	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	January 31, 2018/ जनवरी 31, 2018	3:30 PM
4.	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	January 31, 2018/ जनवरी 31, 2018	4:30 PM
5.	Address for Bid Submission/ बोली जमा और पूर्व-बोली बैठक करने का पता		
	General Manager (ITV) Small Industries Development Bank of India, MSME Development Centre 3rd Floor, Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E), Mumbai - 400 051 Phone: 022-67531100 Fax: 022-67531236	महाप्रबन्धक (आईटीवी) भारतीय लघु उद्योग विकास बैंक, एमएसएमई विकास केंद्र, तिसरा तल, प्लॉट-सी-11, जी ब्लॉक, बान्द्रा कुर्ला काम्प्लेक्स, बान्द्रा(पू.), मुम्बई - 400 051 दूरभाष: 022-67531100 फैक्स: 022-67531236	
6.	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि, समय	To be intimated at a later date बाद में सूचित किया जायेगा	
7.	Bid Validity / बोली के वैद्यता	120 days from the last date of bid submission / बोली जमा करने की अंतिम तिथि से 120 दिन तक	
8.	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	itv_projects@sidbi.in Debashish Das, AM (Systems) 022-67221480, debashishd@sidbi.in	

S No. क्र. सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
		Shasheel Vasantrya Karade, Manager 022-67531373, karadesv@sidbi.in Anburaj C, AGM 022-67221510, anburajc@sidbi.in	
9.	बयाना जमा राशि / Earnest Money Deposit	Rs. 4,60,000/- (Rupees Four Lakhs Sixty Thousand only)	
10.	टेंडर मूल्य /Tender Cost	Rs. 5,000/- (Rupees Five Thousand only) Bidders who have already paid tender cost in response to earlier RfP No. 400/2018/1278/BYO/PRSIG dated November 02, 2017 are not required to pay again in case they decide to submit bid in response to this RfP.	

2. Introduction and Disclaimers

2.1. Purpose of RfP

This Request for Proposal document ('RfP document' or RfP) has been prepared solely for the purpose of enabling SIDBI to select & shortlist a service provider (vendor) for carrying out implementation of Document Management System (DMS) for the Bank. 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.

2.2. Information Provided

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

2.3. 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").

2.4. 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.

2.5. 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.

2.6. No Legal Relationship

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

2.7. Recipient Obligation to Inform Itself

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

2.8. 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.

2.9. Acceptance of Selection Process

Each Recipient / Respondent having responded to this RfP acknowledges have reading, understanding 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.

2.10. Errors and Omissions

Each Recipient should notify SIDBI of any error, 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.

2.11. Acceptance of Terms

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

2.12. Requests for Proposal

Recipients are required to direct all communications related to this RfP, through the nominated Points of Contact details as follows :

Contact Person / Department	Designation	Email ID	Telephone
IT Vertical Projects Group	Vertical / Department	itv_projects@sidbi.in	
Anburaj C	AGM	anburajc@sidbi.in	022-67221510
Shasheel Vasantrya Karade	Manager	karadesv@sidbi.in	022-67531373
Debashish Das	AM (Systems)	debashishd@sidbi.in	022-67221480

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

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

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

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

2.13. Notification

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

3. Background

3.1. About SIDBI

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.

The mission of SIDBI is to facilitate and strengthen credit flow to MSMEs and address both financial and developmental gaps in the MSME eco-system.

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

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

3.2. 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.

3.2.1. 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 is extended for (i) Setting up of new projects and for technology upgradation / modernization, 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.

3.2.2. 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. These focused schemes have two pronged approach, i.e. concessional lending to encourage investment in green energy efficient investments and information dissemination to various MSME sectors. 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 realize their sale proceeds quickly. SIDBI also offers invoice discounting facilities to the MSME suppliers of purchaser companies.

3.2.3. 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 is provided to identified MSME sectors.
- Micro Units Development & Refinance Agency (MUDRA) to funding the unfunded by way of providing access to institutional finance to the small units.
- SIDBI has also set up various subsidiaries / associates to create an enabling ecosystem for MSME growth.
- Standup India Scheme to promote entrepreneurship among SC / STs and Women entrepreneurs.
- Start up India Scheme intends to build a strong ecosystem for nurturing innovation and start ups in the country that will drive sustainable economic growth and generate large scale employment opportunities.
- Receivables Exchange of India Ltd (RXIL) is a joint venture promoted by SIDBI and NSE has launched India's First Trade Receivables Discounting System (TReDS) - an online platform for financing of receivables of Micro, Small & Medium Enterprises.

3.2.4. Promotional and Developmental (P & D) Support

- Promoting Youth Entrepreneurship through a website 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 counseling.
- Loan Facilitation to MSMEs to help them avail credit from banks/FIs.
- Capacity building of smaller banks like Regional Rural Banks (RRBs) / Urban Cooperative Banks (UCBs) / District Central Cooperative Banks (DCCBs) banks to purvey credit to micro enterprises.
- 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.
- Cluster Development to provide various Business Development Services (BDS), such as, new technologies, use of IT, skill development, energy efficiency, marketing, etc.

3.2.5. Operational functions

Overall operational functions of SIDBI are distributed among various verticals and cells. Broad functions in SIDBI are :

S. No.	Broad areas under (i) Financing and Allied Activities
1	Direct Risk Capital assistance
2	Managing Fund of Funds, India Venture Board, National Innovation Finance Programme (NIFP)
3	Infrastructure financing
4	Merchant Banking for MSMEs
5	Receivable Finance, Trade Financing and Factoring Services
6	Service Sector Financing
7	Indirect Finance, Assignment, Securitization
8	Sustainable finance including EE funding and funding of cleaner technologies
9	Stressed Assets and NPA Management,
10	Direct Credit Operations
11	Working Capital related products (CC/LC/BG etc.)
12	Coordination Cell for Product Review & New Products
13	Refinance-SFCs & Banks
14	Indirect finance to NBFCs
15	Micro Credit operations (Funding of MFIs)
16	Treasury
17	Loan syndication Services, Credit Advisory Centers
18	Risk Management,
19	Economic Planning, Research & Publications (including MSME research), Annual Report
20	Internal Audit
21	Strategic Planning / Budgeting
22	Resource Management
	(ii) Promotion Activities/Development etc
23	Government Schemes Cell
24	Associate Institution Cell
25	Corporate Social Responsibility
26	International Consultancy, Project Management Division
27	Cluster development, Technical assistance
28	Central Coordination, Government Liaison and Parliamentary Committees/ Questions
29	Promotion and Development, capacity building of RRBs and UCBs
30	Customer Service Cell including Lead Management, MSE-CDP
31	SmallB and SIDBI Website
32	Project Review and Strategic Initiative Group (PRSIG)
33	Energy Efficiency cell
34	Poorer States Inclusive Growth (PSIG) Project
	(iii) Administration /HR/ Planning / others etc
35	Corporate Strategy & Planning including SIDBI Vision 2.0
36	Premises Vertical
37	Administration, PF & Pension

38	HR & Training
39	Corporate Accounts, Taxation, Compliances
40	RBI Co-ordination
41	SIDBI MSME International Training Centre, e-learning modules
42	Management Information
43	Corporate Image Enhancement Cell
44	Information Technology
45	Implementation of Rajbhasha (Hindi) policy
46	Legal & RTI
47	Board Division
48	Staff Accountability / Disciplinary cases
49	Vigilance cell
50	Business Innovations & New Age Initiatives Vertical

3.3. Subsidiary/Associate Organizations of SIDBI

- SIDBI Venture Capital Ltd. (SVCL) was set up in 1999 to give venture capital / private equity assistance.
- 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).
- SMERA Ratings Ltd. (SMERA) set up in 2005 to provide comprehensive ratings to MSMEs.
- India SME Technology Services Limited (ISTSL), set up in 1995 offers technology advisory and consultancy services.
- India SME Asset Reconstruction Company Ltd. (ISARC) set up in 2008 for speedier resolution of NPAs.
- MUDRA is a public sector financial institution for development and refinancing activities relating to micro units. MUDRA is a wholly owned subsidiary of SIDBI, incorporated by the Hon'ble Finance Minister while presenting the union budget for FY 2016.
- National Credit Guarantee Trustee Company (NCGTC) was conceptualized with an objective to act as trustee and operate the various credit guarantee funds set up / being set up / to be set up by Government of India. NCGTC was established in March 2014 by Ministry of Finance, Government of India.
- Receivables Exchange of India Ltd (RXIL) is a joint venture promoted by SIDBI and NSE has launched India's First Trade Receivables Discounting System (TReDS) - an online platform for financing of receivables of Micro, Small & Medium Enterprises. The TReDS Platform will enable discounting of invoices/bills of exchange of MSME Sellers against large Corporates including Govt. Departments and PSUs, through an auction mechanism, to ensure prompt realization of trade receivables at competitive market rates.

Please visit SIDBI website (www.sidbi.in) for detailed list of subsidiary /associate organization of SIDBI.

3.4. IT Infrastructure - Existing Setup

3.4.1. Current Setup

SIDBI has its Datacenter at Mumbai and DR Site at Chennai. All the applications are hosted at Datacenter and the same are accessed over MPLS VPN. In the event of failure of Datacenter, DR Site is activated.

All the Business Applications have been deployed centrally at the Datacenter using VMWare, Citrix XenApp and Web/Application Servers. Applications are accessed over WAN using Citrix web client or Internet browser. The client machines need to have Citrix web client and J-Initiator (Java utility) installed to access the applications. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering build at the virtualization / application level for VMWare, Citrix and Web Application servers as well.

Currently, Bank has adopted VMWare technology for virtualization. The present setup of the VMWare has been done on Intel based Dell M360 blade server installed on Dell 1000e server Chassis. vSphere 6 with Operations Management Standard and vCenter Server 6 Standard has been loaded on the server for Virtualization. All data has been stored on HP EVA-4400 and DELL SC 8000 based SAN storage.

SAN Switch: The Bank already posses 2 numbers of HP Storage works 8/24 SAN switches (each having 24 ports) installed in the Data Centre, Mumbai & DR Site.

Infrastructure Type	Details of Components
Hardware	Servers (Tower, Rack & Blades with majority on Intel and few on RISC architecture), Routers, Switches, Backup Tape library, Security devices, Video Conferencing End points, Biometric Attendance Systems etc.
Operating Systems	HP-UX 11. 31 v3, Windows 2003/2008, Linux, Citrix XenServer Enterprise Edition for virtualization.
Backend database	Oracle 11g in RAC (Real Application Cluster), Oracle Data Guard for DR replication of archive logs.
Application Servers	Citrix XenApp 5.0, IBM Websphere and MQ-Series, Oracle Application Server
Web Server	JBoss, Apache Tomcat, IIS, IBM HTTP
Development Tools	Oracle Developer Suite 6i, Lotus Domino,
Email Solution	IBM Notes 9 (At present) MS Outlook as part of MS Office 365 Online is under implementation.
Enterprise Backup Solution	LAN based backup using Veritas Netbackup DataCenter 7.0
Office Automation	MS Office 2003, 2007 and MS Office 365 Online , Unicode
Antivirus S/w	Symantec A/v Enterprise Edition Ver.12
LAN	Data Center and DR site: L3 / L2 Switch based LAN at central

	sites. At Datacenter L3 switch is of Cisco and layer 2 is of HP/Cisco. At DR site, L3 is of Cisco and layer 2 are of Cisco/Dlink/HP.
WAN	Complete managed IP MPLS VPN from three service providers connecting all the locations. Primary link on wired or wireless with backup on CDMA/RF/3G (excluding Regional offices where dual service provider network is present). The entire WAN architecture is HUB and Spoke with HUB locations being DataCenter and DR Site. All routers installed are of Cisco 1900/2900/3900 series.
Security	HIPS (Cisco), Firewall (Cisco 525 in failover mode), Firewall (Fortigate in failover mode), NIPS (Cisco) and HIPS (IBM ISS) on key servers.
Web Gateway Security	Cisco Ironport S360/370 Series web gateway security appliance with proxy and caching, web content filtering, antimalware and antivirus.
Video Conferencing	The core infrastructure consists of Polycom DMA, RSS, MCU, Firewall Traversal, PRI gateway and Radvision Scopia Elite MCU (with iView suite, pathfinder and Scopia desktop Pro (Desktop clients). Endpoints are mix of Polycom (HDX 8000/7000).
EMS Tools	HP OpenView - Operations Manager, Network Node Manager (NNM), Client Configuration Manager (CCM), SM7, SPIs for Database, Lotus Notes and Citrix, Business Crystal Reports.
Access Gateway	Citrix Netscaler
Business Applications	Website, Intranet portal, Business Application with details as given in subsequent paragraph of this document.

3.4.2. Business Applications

Development, maintenance and support of most of the business applications are done in-house. Some of the applications are outsourced for development on need basis.

Most of the Legacy Applications have been developed in Oracle forms 6i and are being used with Oracle 11g database. Few applications have been developed on Java/J2EE platform. SIDBI has also purchased and implemented software for some specific operations. Also some software have been developed using IBM Notes.

The architecture is client-server architecture with the business logic distributed in the client as well as in the database stored procedures and triggers.

All the applications have been deployed centrally at the Data Center using Citrix XenApp and Web Servers. Applications are accessed over WAN using Citrix web client or Internet browser. The client machines need to have Citrix web client and J-Initiator (Java utility) installed to access the applications. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering build at the application level for Citrix and Web Application servers as well. The central deployment of the applications allows for easy deployment of the new releases and patches.

Application access over internet is enabled for selected applications for few customers and Bank's officers (on need basis), using Access Gateway. Bank has implemented the Biometric Authentication System (BAS) for internal users only.

A list of applications is given below :

S. No.	Application Name	Use of the Application	Platform
In-house Applications			
1	Direct Finance System (DFS)	Term loan management and accounting including Working Capital, bank Guarantee schemes and Non-treasury Investments.	Oracle Developer Suite 6i (D2K)
2	Receivable Finance Systems (RFS) / Invoice Discounting Scheme (IDS)	Bill / Invoice discounting management and accounting.	Oracle Developer Suite 6i (D2K)
3	Refinance Systems (all schemes)	Management and accounting of various Refinancing schemes to Banks/SFCs/SIDCs	Oracle Developer Suite 6i (D2K)
4	Recovery and NPA Management System (RNMS)	Management of NPA accounts and recovery	Oracle Developer Suite 6i (D2K)
5	Resource Management System (RMS)	Term deposits and priority sector deposits.	Oracle Developer Suite 6i (D2K)
6	Management Information System (MIS)	MIS and Exposure monitoring system	Oracle Developer Suite 6i (D2K)
7	Controllable Expenditure Monitoring software	Bank expenditure monitoring and reporting	Oracle Developer Suite 6i (D2K)
8	Payroll System	Salary processing software	Oracle Developer Suite 6i (D2K)
9	Common Administrative Payments (CAP)	Staff administrative payments, Reimbursements, Loans & Advances.	Oracle Developer Suite 6i (D2K)
10	Terminal Benefit System (TBS)	Managing terminal benefits like PF, Pension and Gratuity	Oracle Developer Suite 6i (D2K)
11	RTUF, TUFS	Managing interest subsidies out of Govt. Schemes (CLCSS is handled using e-portal platform of DC-MSME, GOI)	Oracle Developer Suite 6i (D2K)
12	Compliance Management Software	Managing information of various statutory returns	Oracle Developer Suite 6i (D2K)

S. No.	Application Name	Use of the Application	Platform
13	RTI System	Monitoring of RTI applications	Oracle Developer Suite 6i (D2K)
14	SSO	Single Sign-on linked to In-house developed applications accessed over Intranet.	Oracle Developer Suite 6i (D2K)
15	Due Diligence software	Managing IBA third party entity & IBA fraud list, Caution Advice & Willful defaulter list	Oracle Developer Suite 6i (D2K)
16	CIBIL Module	CIBIL related data entry software	Oracle Developer Suite 6i (D2K)
17	Machinery Supplier Database system	Management of database of machinery suppliers.	Oracle Developer Suite 6i (D2K)
18	Intranet Portal	Management of Intranet	Java / J2EE
19	Credit Appraisal & Rating Tool (CART)	Application Tracking, Appraisal and Rating.	Java / J2EE
20	Customer Management	Customer complaint management software	Java / J2EE
21	Flexcube GL Reports	Reporting module for Flexcube GL	Flexcube
22	General Payment Processing System (GPPS)	Front-end voucher entry and inter-branch accounting	Java / J2EE
23	Payment and Collection System (PnC)	Payments, collection management and daily fund management	Java / J2EE
24	Fixed Asset Software / Centralized Depreciation System (CDS)	Dead stock management software	Oracle Developer Suite 6i (D2K)
25	Board Agendas Management System (BAMS)	Tracking and management of Board agendas for directors	Oracle Developer Suite 6i (D2K)
26	Tender Tracking System (TTS)	Tender tracking and Vigilance Reporting	IBM Notes
27	DFMS - Document & File Management System	Document & File Management System	Oracle Developer Suite 6i (D2K)
28	Audit Software	Audit Software	Oracle Developer Suite 6i (D2K)
29	Biometric Authentication (BAS)	Biometric Authentication	
30	Legal Software	Legal Software	Oracle Developer Suite 6i (D2K)

S. No.	Application Name	Use of the Application	Platform
Outsourced / Off-the-shelf Applications			
31	Ideal - FIS (Credence)	Dealing Room Operations (Rupee)	
32	Ideal - FX (Credence) & Tally	Forex Dealing Room	
33	OFSA (Oracle)	Asset Liability Management (ALM) and Fund Transfer (FTP)	
34	Flexcube GL / CIF	General Ledger & Customer information file (CIF)	
35	Risk Assessment Model (RAM) - CRISIL	Credit rating	
36	Integrated Risk Management System (IRMS)	Basel II compliance	
37	HRMS - Infotrack	Software for HR management.	
38	IBM Domino Mail (IBM)	Email Management, Circular management	
39	Website	Maintenance outsourced	
40	Biometric Attendance System (Abacus)	Biometric attendance	

3.4.3. IT Infrastructure Management

Presently, DC / DR infrastructure management and AMC / Facility Management Services (FMS) are outsourced. The Infrastructure Teams comprise of a Program Manager, resource personnel with appropriate skill sets in the respective support area viz. Help Desk & Remote Desktop management, Facility Management, Server Administration, Data Base Administration, Network and Security Administration (LAN & WAN), Mail and Backup administration, Vendor Management etc. On-site facility management services are extended to selected remote offices. For other remote offices, the FM services are extended remotely and through weekly visits and on-call basis.

The application development, maintenance and support are done in-house or outsourced on need basis.

4. Scope of Work

Small Industries Development Bank of India (SIDBI) , as an e-governance initiative, intends to implement Document Management System (DMS). With the implementation, Bank intends to carryout digitization and preserve documents for future reference / regulatory / audit requirements; minimize paper movement, to improve productivity and to improve the Turnaround Time (TAT) for services delivery thereby enhancing customer satisfaction, etc.

The Vendor would be required to provide end to end DMS with services including digitization, indexing, metadata entry, DMS, digital storage etc. The details are elaborated below and the scope can be enhanced as per requirements of SIDBI. The solution offered must be scalable to cater to the following indicative objectives:

- To build a robust, user friendly and secured electronic/digitized repository from the current paper based filing systems & integrate the same with SIDBI's different applications/processes.
- To ensure security of document by implementing a robust mechanism of multi-level access control and audit trail.
- To monitor history of changes in the document and track use of the documents.
- To store and route documents electronically to reduce paper based work and achieve Green business practice with near paperless office.
- To establish a centralized content / document repository comprising of all the relevant documents of SIDBI (in soft form).
- To reduce physical space required to store the notes, files, circulars and other administrative paper documents.
- To provide business continuity by ensuring availability of important documents through DMS.
- To create a back-up to the paper based documents to serve as a Disaster Recovery system.
- To enable usage of DMS in bilingual form (English, Hindi).
- To enable easy availability of soft copies of documents received in paper-form from outside / within SIDBI in the DMS system.

4.1. Project Details

4.1.1. Solution Required

Proposed DMS solution must be a **readily built product** having end to end DMS capabilities as per requirement mentioned in this RfP. This product should already be operational in other organizations.

Bidder will be required to provide and configure all required licenses of all the software components to implement end-to-end DMS Solution, as per the requirement mentioned in this RfP. Bidder will be required to implement the DMS solution in Data Center (DC) & Disaster Recovery (DR) site of the Bank. Storage of all data and documents of the DMS solution must be ensured at Bank's Data Center.

4.1.2. Project Organisation

The project deliverables are indicated as follows:

1. Delivery of required Software licenses (As mentioned by the Bidder in **Section A of Annexure XVIII**) and media for the implementation of DMS.
2. Implementation and other services (As given in Scope of Work in **Section 4** of this tender document).
3. Digitization at 2 offices of the Bank on Pilot basis.

4.1.3. Delivery Schedule and Project Plan

1. The bidder is required to deliver the products and services as per scope of the project within **3 months** from the date of execution of the procurement contract.
2. The selected bidder has to submit a detailed project plan before execution of the contract for implementation of the project. Plan should include at least following milestones.
 - a) Delivery of required Software licenses for the implementation of DMS.
 - b) Requirement study and Submission of System Requirement Study (SRS) document.
 - c) Configuration and Implementation at UAT/Development environment.
 - d) UAT and Roll-out in Production & DR, as applicable.
 - e) Training.
 - f) Digitization at 2 offices of the Bank on Pilot basis.
3. Plan submitted by the selected bidder will be mutually finalized after discussion between Bank and the selected Bidder. Plan such finalized will be tracked for delivery and Liquidated damage / penalty shall be calculated based on the respective milestones defined in it.
4. The bidder shall handle all matters relating to the installation, configuration, customization, integration, coordination with other stakeholders in the Bank and operation of the system including but not limited to system interfaces, performance, documentation, user manual documentation and training for the successful implementation of the system.

4.1.4. Resource Plan for the Project

1. The bidder will arrange for skilled and experienced resources for successful implementation of the project.
2. The bidder must also include a detailed resource plan in its bid response describing the Project Management and identify Implementation Teams' composition. It shall define the roles and responsibilities of each.

4.1.5. Project Kick-off

1. Date of execution of the procurement contract would be considered as the date of kick-off.
2. After the kick-off, the vendor would start implementation of the project as per plan submitted and approved by the Bank.

4.1.6. Contract Period

Bank will enter into a contract with the selected bidder for **3 years** starting from the date of Final Acceptance of the solution.

4.2. Project Infrastructure

4.2.1. General Requirement

1. **Creation of environment** : Bidder would primarily create 3 environments for implementation of the solution: 1) Production environment at Data Centre (DC), Mumbai, 2) Development & UAT environment at DC, Mumbai and 3) Disaster Recovery (DR) environment at DR site, Chennai.
2. All modules of the solution after development / configuration / customization should necessarily be tested in the development & test environment before deployment in the production environment.
3. The Bidder should supply all necessary softwares for hosting the proposed solution and also to support all the software as part of the scope. The Bidder will also be required to submit required hardware specifications (wherever applicable) in its bid response for implementation of the solution in all the environments.

4.2.2. Software

1. The DMS Solution, proposed by the bidder, is expected to have all the functionalities as prescribed in **Annexure - V.**
2. All necessary softwares of the solution need to be supplied, installed, configured and maintained by the bidder. The bidder must factor and deliver all required software components in line with the requirement specified in this document. This may include Middleware, Application Server, Web Server, OCR module, Scanning Solution, Reporting etc. which are required to implement the proposed DMS solution.
3. Oracle RDBMS licenses will be provided by the Bank from its existing Oracle RDBMS environment which may be used for metadata, indexing etc. for the proposed DMS

Solution. However, documents and media need to be stored separately in the file system of SAN storage. In case of requirement of any other software (e.g. different database, middleware or any other tool) to store and manage the documents and media, Bidder has to configure necessary licenses of the software components and implement the same. Pricing details of all such configured components must be mentioned in the commercial bid.

4. While SAN-to-SAN replication using DataGuard for Oracle Database between DC and DR is already in place, bidder will be required to supply and configure necessary tool for replication of all data, documents and media files between DC and DR for the proposed DMS solution.
5. All software components being proposed by the bidder for solutioning must be mentioned specifically and should have **back-to-back support** arrangement with OEM throughout warranty/ATS/AMC period. **Bidder has to submit MAF in the format given in Annexure VII for all the licensed software components separately, if they are not from the same OEM.**
6. All the software modules of the proposed solution should be latest as well as stable one and must have a general release date prior to the date of the submission of the proposal.
7. None of the proposed software shall be in alpha or beta version or unreleased as of the date of submission of the bid proposal.
8. Solution should include capability to assess and enhance the quality of electronic and digitized documents.
9. The software should have bi-lingual (English & Hindi) support.
10. In case of any functionality/feature being provided by third party tool/software, it must be compatible with proposed solution/hardware. And the responsibility of integration of the same lies with the bidder.
11. Any open source component not owned and maintained by any organization/OEM or any Freeware will not be considered as part of the proposed DMS solution. The bids consisting of such open source components or Freeware will be disqualified.

4.2.3. Licensing

1. Bidder would be required to factor use of the solution with all the features as per requirement of this RfP **by 1200 users (with option of scaling upto 1500 users in next 3 years) with a concurrency of 300 users** at any point of time.
 - a) For purpose of commercial evaluation, cost of 1200 named-users or cost of 300 concurrent users will be treated at par.
 - b) It will be sole responsibility of the bidder to size the software licenses as per requirement mentioned in this RfP. In case, it is found inadequate or violating licensing policy of the respective OEM during contract period, it will be responsibility of the selected bidder to supply additional licenses at no extra cost to SIDBI.

- c) **All these licensed users should have access to all the functionalities including availability of the solution on mobile devices as per scope of this RfP.**
 - d) Licenses, configured by the Bidder for any software component, should not have any limitation based on core/processor of the server configuration being used for implementation of DMS Solution or volume of documents. The right to use the software will be across all the offices of the Bank.
2. Scanning / capturing, OCR, indexing, storage, retrieval, **workflow etc. as per scope of this RfP must be all-inclusive integrated components of the proposed DMS Solution.**
 3. DMS Solution license must not restrict the licensed user to use of the solution or any of its features in terms of volume or numbers (scanned volume, scanning station, number of workflows etc.).
 4. Apart from number of user licenses, there shall not be any restrictions in terms of use of the software by Bank's users either from Bank's corporate network or outside of Bank's network / internet.
 5. License fees of the solution should include requirement of all the 3 environments e.g. Production environment, UATs & development environment and Disaster Recovery (DR) environment, as applicable.
 6. SIDBI may use the licenses for any of its associates / subsidiaries, if required.

4.2.4. Hardware

1. Bidder is required to size the hardware specification as per requirement mentioned in this RfP.
2. Requirement of Servers, OS and SAN storage will be provisioned by the Bank from its existing infrastructure both at DC and DR for implementation of DMS. The Bidder will be required to furnish the requirement of hardware for all 3 environments as per format given in the **Annexure XVIII.**
3. The proposed hardware setup should be able to support processing document-volume of 1.7 Crore (approx.) pages in the Bank. Additionally, incremental growth of volume may be considered at the rate of 10% year-on-year. A period of 10 years may be considered as retention period of documents.
4. Bank has already adopted VMware technology for virtualization. The present setup of the VMWare has been done on Intel based blade / Rack server(s) using SAN based storage. vCenter and vSphere 6 Standard Edition have been installed on the existing servers for Virtualization. Hence, requirement of server will be met by the Bank in form of Virtualized Machines (VM). The solution proposed by the bidder should therefore be compatible to work with VMs.

4.2.5. Network requirements

Bidder has to indicate all the network level requirements such as:

1. Minimum bandwidth requirement at user level for using the proposed solution should be indicated.
2. Bandwidth requirement for DC-DR replication will be mentioned by the bidder in its bid response, wherever applicable.

4.2.6. Disaster Recovery (DR)

1. The bidder has to implement the solution at DR site also. DR environment for this solution will be of **50%** replica of DC environment with regard to hardware.
2. While SAN-to-SAN replication using DataGuard for Oracle Database between DC and DR is already in place, bidder will be required to supply and configure necessary tool for replication of all data, documents and media files between DC and DR.
3. Use of the solution in terms of usage of licenses will be same irrespective of the solution being accessed from DC or DR. Bank will not procure additional user licenses separately for DMS or any other required software module for implementation at DR Site. The bidder is required to factor the same accordingly.
4. Testing of minimum 2 full operations from DR site will be done during the warranty period.

4.3. Implementation Services

4.3.1. Systems Requirements Study (SRS)

1. The Bidder will conduct Gap Analysis study and provide SIDBI with the gap identification report along with the necessary solutions to overcome the gaps. The Bidder will incorporate all the suggestions made by SIDBI in the gap report.
2. The bidder will also conduct a detailed SRS for implementation of DMS Solution. It will submit a SRS document relating to the functionalities / components to be implemented as part of the project scope defined in this Tender.
3. The Bidder is expected to provide suitable Business Continuity Planning applicable to the proposed solution for DMS in case the said solution is unavailable at any time. SIDBI will identify the nodal officer at Bank's side, who would be responsible for the review, comments and sign-off of the SRS.
4. The Bidder will ensure that gaps pointed out by the audit and inspection team, statutory and regulatory bodies, or any other third party agency engaged by SIDBI will be resolved during the course of implementation / Warranty / ATS period.

4.3.2. Digitization - Scanning, Indexing, Metadata Creation and Quality Control

Bidder will be required to take up digitization at 2 offices viz. **Mumbai and Indore** on Pilot basis during implementation phase. Approximate volume of documents is mentioned in **Commercial Bid Format Annexure-VI**. Following are required to be taken care during digitization:

1. Bidder has to arrange its own scanners & other hardware for scanning for digitization at pilot offices.
2. Scanners with adequate speed and quality along with PC have to be provided by the bidder for digitization.
3. The scanners would be required for document size of A4 and Legal. A3 Size Scanners may be provided on need basis.
4. The scanner should have the capability to do colour scanning. Bidder will do the colour scanning during digitization whenever required.
5. The vendor needs to deploy trained and adequate number of resources at the offices for digitization of the documents including indexing, metadata creation/entry, OCR etc.
6. Wherever the documents are already scanned by Bank, the bidder will check & enhance the quality, create metadata & indexing, store in DMS etc.
7. Bank will make available the required infrastructure like workspace in its premises, necessary furniture, network, telephone facility and electrical points for executing the work order properly.
8. Documents should be properly tagged by the bidder in chronological order with all necessary data for indexing. All types of quality enhancement of the documents must be taken care by the bidder.
9. In case the documents are not legible, it will be the vendor's responsibility to scan the documents on high resolution.
10. No page/document shall be digitized more than once. De-duplication is required to be done.
11. Mechanism / tool for quality enhancement must be provided by the bidder.
12. After scanning, the physical document would have to be pinned together/tagged in the same form as it was given for scanning by the Bank.
13. The bidder shall undertake the inspection and verification of the scanned documents/images as part of its process. Bank will verify the acceptance of delivered data. In case of any errors, the same will be brought to the notice of the bidder for appropriate corrections.
14. The bidder has to ensure that all the scanners and desktop provided by him should be of production grade capable of handling large volumes as mentioned in the RfP.
15. Dispatch/reorganization of physical files to departments / record room.

4.3.3. Customization & Integration

1. The bidder is required to customize the solution to fulfill Bank's functional and technical requirement specified in this tender.

2. The bidder will be required to customize the solution to digitize and store all the necessary documents and multimedia files for all operations in the bank across all verticals/departments.
3. The cost of all customization efforts is required to be included in the Price Bid and Bank will not pay any additional cost for such effort till 'Go Live' stage.
4. The Bidder will ensure integration of DMS Solution with following existing applications :

S. No.	System / Application Name	Platform / Technology
1	Microsoft Active Directory and Single Sign-On (SSO)	Microsoft AD, Oracle Forms & Reports (6i) D2K
2	Biometric Authentication (BAS)	Omni Pass
3	Mailing System	IBM Notes 9 (At present) MS Outlook as part of MS Office 365 Online is under implementation.
4	HRMS / Employee Database	HRMS - Infotrack
5	Credit Appraisal Rating Tool (CART)	Java / J2EE

5. The bidder must provide the following for integration with other applications :
 - a) API for integration
 - b) API documentation
 - c) Sample code of API
 - d) Hands-on training and support for integration
6. The bidder will ensure integration of the applications with DMS Solution for DC, DR & UAT/Development environments and synchronization among them, wherever applicable.
7. DMS Solution needs to be seamlessly integrated with Microsoft Office products like Word, Excel, Power Point etc. DMS Integration should facilitate storage of MS office document from MS Office interface. MS office interface must allow the facility to select required folders in DMS for saving of the file.

4.3.4. Optical Character Recognition (OCR)

The solution should have Optical Character Recognition (OCR) technology integrated with it.

1. If the quality of the image is poor then the image is rejected and sent for re-scanning.
2. Deletion of NON-VALID pages (Blank Pages etc.).
3. The data will be captured using OCR or by data entry, as per requirement.
4. Various field level validations (date, no., ref no., subject etc.) should be built at the document level at this work step.
5. Verification of Meta Data and Document association.

6. Manual/Auto filling data in other fields with the help of structured data file in CSV, excel or similar other standard format.
7. Proposed solution should have full-fledged OCR capability and must have capabilities of extraction from structured, semi-structured and unstructured documents. Solution is required to auto recognize structured documents / forms and extract data from it.

4.3.5. Document Classification

Documents have to be classified as following :

1. Documents will be classified into predefined form templates.
2. Classification/Grouping of documents based on pre-defined document types (Confidential, Restricted, Internal, Public etc.).
3. System should have the provision of automatic classification of documents.

4.3.6. Image Processing

Bidder is required to ensure the following in the implemented solution towards processing of images:

1. Quality of scanned images is enhanced up to the optimum level.
2. Required image enhancement activities like de-skew (to make the images straight), contrast ratio setting etc. have to be done on the documents.
3. Remove halftones and intrusive background colors that interfere with image reading and OCR processes
4. Fix lines and shapes in scanned images, which usually gets distorted or disconnected during paper storage overtime and scanning.
5. Carry out cropping and cleaning of images like removing overall noises around the text, removing punch hole mark, despeckle etc. and provide equal margins all around the text.

4.3.7. Digital Signature

System should have the capability to integrate Digital Signature and the bidder will extend the required service for integration anytime during the contract period, as and when required by the Bank.

4.3.8. Document Reference

The document so scanned and indexed must be done in such a way that they can be easily referenced whenever required. Following features are required to be implemented:

1. Mechanism of linking of the documents should be done in such a way that retrieval can be done within the stipulated time line prescribed. For example, in case of Policy /Circular management, these documents are required to be linked with referenced policy /circulars.
2. System shall provide the features to link any type / format of documents, media (ppt, word, excel, html, pdf, audio/video files etc).

3. Capability to automatically inform the status of the linked document (whether it is updated or not).
4. The system should have a facility for cross referencing documents between the solution and other applications of the Bank.

4.3.9. Storage, Search & Retrieval Solution

The proposed solution should have the following functionalities with respect to search, retrieval & archival of the documents:

1. The solution should have a mechanism to define and use Bank's retention policy of documents on the basis of various classifications.
2. The solution should provide access to the documents through both standard browsers as well as Web-Interface.
3. Solution should implement Full Text Search (FTS) facility.
4. The solution should be capable of enabling users to do advance level of search for content via selection of properties and/or words, phrases, sounds like strings, proximity search, thesaurus search, etc.
5. Facility to save queries for reuse or sharing is required. These can be accessed as objects in the repository and run from either the Windows Explorer or web interface
6. System must provide the ability to search from bi-lingual content sources.
7. Facility to encrypt and store the documents should be available in the system.
8. All the stored documents in DMS must be available through Internet (outside corporate network) and through mobile devices (both Android and iOS).
9. Adequate measures should be taken so as to prevent data loss due to disk failure, power issue, hardware failure, application issue etc.

4.3.10. Mobility Solution

The solution needs to be made available on mobile devices based on Android, iOS etc.. Following features must be enabled on the mobility solution:

1. The solution should provide mobile access of the documents and processes available in the DMS Solution and must support all leading mobile platforms like Android, iOS etc.
2. It should allow capturing of documents, images and multimedia files and store them in DMS through mobile network.
3. The scanning software should be able to import new documents through mobile device and associate key metadata (indexes).
4. It must deliver the very same reports and dashboard items, that are published on the web browser in desktop environment, to be delivered through mobile devices without the need for report rewriting.

5. The solution should have capability of OCR and online-indexing from the captured image and documents.

4.3.11. Document Security

Following features must be made available in the solution:

1. Develop, test and implement a document security plan conforming to the Information System Security guidelines of the Bank.
2. System should have a full audit trail on all processes / documents.
3. System should support file encryption both for the data in transport and in storage.
4. The DMS Solution should be in consonance with the Bank's Information Security Policy and other related policies issued by the Bank, RBI, Govt. Departments and any other regulatory bodies.
5. It should be possible to assign the access levels to individual users and groups of users.

4.3.12. Migration from Document & File Management System (DFMS)

1. Bank has already implemented an in-house developed **Document & File Management System (DFMS)** software (developed using Oracle Forms 6i technology) to capture online electronic details of all the physical files and to capture & track the end-to-end movement of various types of documents/correspondences (Letters, Office Notes, Loan Documents etc.) being processed across the Bank (Verticals / RO / BO). DFMS has currently following features & functionalities :
 - a) DFMS handles the Electronic maintenance of File & Document movement.
 - b) Documents with Unique Identifier.
 - c) Store documents in electronic form.
 - d) Files with Unique Identifier (File number has been generated as per pre-defined naming convention).
 - e) Move any document (In-warding / Out-warding) through DFMS System.
 - f) Search & Track the movement of document on real time basis.
 - g) Alert for the pending action on documents.
 - h) Generation of various reports on files & documents as required by Business.
2. During System Requirement Study, the bidder will explore the use of data available in DFMS and reuse those data, wherever possible, from existing DFMS System.

4.3.13. Reporting Requirement

The Bidder should provide comprehensive reporting module as follows :

400/2018/1304/BYO/ITV	January 11, 2018	Page : 33 of 84
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1. To report on the scanning, OCR, retrievals and use metric which shall include the daily, weekly, monthly and overall progress (number of images/pages scanned, percentage scanned etc).
2. To display department-wise and number of records wise progress.
3. To provide user wise and document wise report.
4. The solution must have user friendly Graphical User Interface (GUI) for development of customized reports. The bidder will expose the relevant data points for user to make ad-hoc reports as and when required.
5. Above is only a broad scope of reporting requirement. Detail reporting requirement will be finalized as part of the requirement study and same will be documented by the bidder in SRS.

4.3.14. Documentation

The bidder should provide the following:

1. Conduct detail study and submit System Requirement Study (SRS) document. This document should be approved and accepted by Bank.
2. Complete user manual and system documentation of the proposed solution.
3. Implementation architecture.
4. Documentation of the solution reflecting features and functionality of the solution.
5. Integration with legacy application of the Bank should be well documented and submitted.
6. Training material – Technical, Administration and Operational.
7. Any changes introduced in the solution by way of redesigning formats / code level changes, technical details etc., needs to be documented and submitted.

4.3.15. Testing

Vendor would perform the following:

1. Functional tests to demonstrate that the each component as well as entire completed solution performs the functions as expected in line with this tender.
2. Vulnerability Assessment and Penetration Testing (VAPT) for Internet facing modules, if any, **through 3rd party Vendor** and submit the certificate.
3. The vendor shall conduct the tests, rectify any problems and provide a fully operational & functional system.
4. UAT will be initially done by the users departments/offices of the Bank and later by a third party, if Bank desires so.
5. Sign-off of all the UAT will be given on a pre-decided format to be prepared by the bidder.

6. All the development, customization and testing/UAT of all the modules of the solution will be carried out in development & test environments in Bank's premises at **Mumbai**.

4.3.16. System & Security Audit

1. Before live implementation of the software solution in production system, the product may be audited by Software Audit firm / in-house team appointed by the Bank. All audit points raised by the auditor should be complied with by the bidder without any extra charge. The bidder will give notice to the Bank well in advance so as to make necessary arrangement for conducting system audit.
2. During contract period the bidder needs to comply with security and system audit observation and remove the audit observation.
3. The solution should have built in security features to comply with the requirements of regulatory agencies.
4. It should have high level of reliability with particular emphasis on data integrity and security.
5. The system should implement generation of logs and audit trails in standard format for managing and controlling the system.
6. When authorized user accesses the system over Internet, the system should encrypt the data in transit for better security.
7. The system must be compliant to the IT Act 2000 and all other relevant Acts or Schedules.

4.4. Other Services

4.4.1. Digitization at offices other than Pilot offices

Digitization of other documents at all the offices will be taken up separately by the Bank through separate outsourcing process after the implementation of DMS Solution.

The selected bidder from this tender process will extend necessary support / hands-on guidance during the contract period to resources deployed at other offices for digitization. For this purpose, the bidder will prepare SOP & troubleshooting guide as part of training activity for such digitization work.

4.4.2. Training

1. The Bidder will provide training to Bank's officials for using and managing the solution. Purpose of these training is to enable the officials to handle the day to day system operation towards better productivity and efficiency across the organization. The bidder will accordingly plan for the training program for the Bank to achieve optimum utilization of the solution.
2. The bidder will primarily arrange for following broad level of training programs and prepare a training plan. Training schedule will be mutually decided and has to be completed before final acceptance of the project.

3. Training program should not restrict the number of participants in a batch. Bank will decide on the participants and they will attend the same either being present in person or through Video Conferencing from remote locations.

Sr. No.	Training Type	Details
1	Senior Executive level awareness program	Awareness training program will be arranged for senior executives at Mumbai and Lucknow.
2	Administration Training (Technical)	A comprehensive technical training for IT officers / Personnel (approx.) will be provided by bidder at Mumbai primarily (but not limited to) on the following topics :- a) System administration & User management, b) Creation of document category c) Designing workflow d) Management of servers, storage, database and security e) Management of DMS software f) Backup & Recovery Operations g) Troubleshooting
3	End-user Level Training	End-user level training need to be provided primarily on the model of 'Train the Trainers' at Mumbai on the following topics :- a) Alert / reminder configuration b) Scanning / Image processing / OCR / Storing / Retrieval and all other related user level functionalities available in the solution c) Easy adoption by the user d) Troubleshooting at the user level e) Ad-hoc report generation
4	Training on Development	The bidder will arrange for comprehensive technical training primarily on development of workflow solutions, report writing, dashboards etc. for one batch at Mumbai on the following topics :- a) Workflow solutions / Business process management b) Integration between various programs / applications with DMS Solution c) Program coding d) Report writing

		e) Dashboard
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4. Bidder will quote unit rate for each training type as mentioned in the commercial format. Price quoted should include all incidental fees like travelling, boarding, lodging etc. Bank will not bear any extra expenditure other than what is quoted in the commercial bid.
5. Bidder will arrange for additional training during the contract period as and when required by the Bank. Bank will make additional payment at the unit rate quoted by the bidder and finalized in the contract for respective type of additional trainings beyond the scope of this tender.
6. On-site training must be planned suitably after discussion with the Bank. The bidder must arrange for softcopy of Training material in English
7. Standard Operating Procedure (SOP) for administration and for digitisation will be prepared by the bidder and deliver to the Bank. Bidder will update the documents as and when required during contract period.
8. Bank reserves the right to make copies of these materials and distribute to as many users of the bank as it desires.

4.5. Workflow Solutions

The workflow solution should ideally simulate the routine works prevailing in the Bank viz. Office note creation and approval, Inward/Outward management, etc.

1. Solution should be able to provide GUI tools to design and construct the automation of workflow. The system should have the capability to set automatic reminders and alerts to concerned users.
2. The solution must include the ability to automatically route work to a different user based on a specific rule or set of rules. The solution should include the ability for users to manually escalate work as appropriate.
3. The workflow solution shall utilize a role based system that defines a role within the work task or activity and then assigns as many users as necessary.
4. The workflow solution should have multilevel (minimum three levels) approval mechanism.
5. The user should receive and be able to view the workflows pending for action in his inbox.
6. The workflow solution should support ad-hoc and rule based workflow.
7. The workflow solution should support linking of documents across DMS / workflow solutions.
8. Existing Active Directory (AD) / LDAP will be used for user authentication.
9. System shall have an In-built editor for entering the notes and should support integration with MS office application.

10. The system shall allow various transaction reports including drill down reports as needed from time to time.
11. The system shall provide dashboard interface for online reporting of various processes.
12. Should have in-built Audit trail mechanism.

4.5.1. Inward Outward Management workflow

The following features should be available in the Inward/Outward module of proposed solution:

1. The system shall have a facility to scan and add the correspondence received by capturing information like date of receipt, sender details, date of letter etc. in bilingual format (English and Hindi).
2. The system shall allow capturing the letter using mobile device like Smartphone / tablet and add directly to the module.
3. The system should allow Auto Numbering (Alphanumeric string as defined by the Bank) of the letters both inward and outward, which can be easily tracked at any point of time.
4. The system shall have a facility to route the correspondences / letters the users whom it is addressed to.
5. The system shall allow the recipient of the letter to view the same and do annotations.
6. The system shall allow the recipient to take different action on the correspondence like
 - a. Filling the letter to an existing / new electronic file
 - b. Forwarding the same to other user for action
 - c. Forwarding the same to multiple users together for action.
7. The system shall have a facility to prepare responses and attach with the workflow of inward correspondences if a response is to be given to the letter.
8. The solution shall provide search facility for searching a correspondence based on multiple criteria like dates, subject, pending with, completed by, pending since, etc.
9. Support indexing / filing / numbering /forwarding Correspondence.
10. Inbuilt Inbox for receiving Correspondence.
11. Feature to mark-off / close cases.
12. Monitoring Reports.
13. Facility to monitor / track Turn Around Time (TAT).

4.5.2. Office Notes Creation and Approval workflow

The proposed solution should provide a facility to create Office Notes and send in a workflow for approval. All Noting / Commenting / Decisions are captured in the workflow itself. Following features should be available:

1. The system should have facility to capture information like File Subject, Department etc. while creating the note.
2. Creation of new blank office Note document through MS Office applications. DMS Menu Option should be available in the toolbar of MS Office applications.
3. The system should have the feature to directly save the MS Office document in the DMS. Folder / Cabinet structure of DMS should be available on MS Office interface for selection and saving of the document in a desired folder.
4. All the authorized users shall be able to route the Office Note for approval as per their user role & access rights.
5. Attachment for the note, if warranted, from DMS and user should be able to do so as per his role & access rights. Provide facility to users to append their comments, which shall be automatically stamped with user name, date and time.
6. Capability of routing of Note for approval :
 - a. Sequential routing : Note to be route one after the other in a pre-defined sequence
 - b. Ad-hoc routing: Changing the routing sequence by authorized personnel
7. When note is opened from the inbox, sender's comments will be displayed along with the complete history of the office note. Recipient can add comments / forward / return for review/ approve the note.
8. The system should support annotations and shall provide facility for securing annotations for selective users.
9. Audit trail for all revision / modifications shall be captured in the system.
10. Users involved in the workflow can track and check the status of the note and will also be intimated once the decision on note is taken by the approving authority.
11. Finally, office note is archived in the system and remains available for search in future.
12. The system shall provide security on notes so that Noting / comments once written signed and forwarded shall not be amendable by any user including originator.
13. The system shall provide facility of securing the notes or making a noting confidential and allow only selected authorized officers to view the secured notes.
14. The system will allow to attach / link other related files in the workflow for easy reference while in workflow
15. Once the workflow is initiated, the system will automatically intimate the respective users by email for their action once the file is in their inbox.
16. The system shall allow fixing the timelines for completing of task by each user. The system will intimate the user by email on reaching the threshold time for completing

the task. The system will allow defining escalation actions, if the task is not completed in time like email, automatically moving the file to alternate officer etc.

17. Printing of office notes.

4.5.3. Other Workflows

Bank shall be utilizing services of on-site administrator-cum-developer for building additional workflows as and when required.

SIDBI

5. Information to Bidders (ITB)

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.

5.1. Guideline on Submission of Bids

5.1.1. The Bidders are required to comply with the following CVC guidelines :

- a) Either the Indian bidder on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously in the same tender.
- b) If bidder submits bid on behalf of the OEM, the same bidder shall not submit a bid on behalf of another OEM in the same tender.

5.1.2. The Bidder cannot submit more than one proposals in response to this RfP.

The decision of SIDBI shall be final and binding in this regard.

5.2. Pre-bid Meeting

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

5.2.2. It would be the responsibility of the Bidder's representatives to be present at the venue of the meeting.

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

5.2.4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank Website (www.sidbi.in) and CPP Portal within 07 working days of the pre-bid meeting. It would be responsibility of the bidder to keep on checking the websites for any update before final submission of bids.

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

5.3. Amendment to the bidding document

5.3.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.

- 5.3.2.** 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.
- 5.3.3.** The amendment will be posted on Banks website (www.sidbi.in) and CPP portal (<http://eprocure.gov.in>).
- 5.3.4.** 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.

5.4. Language of Bid

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

5.5. Documents Comprising the Bid

The bid shall consist of Pre-qualification / Minimum Eligibility Criteria, Technical bid and Commercial bid.

5.6. Bid Currency

Bids should be quoted in **Indian Rupee only**.

5.7. Tender Form Cost

Non-refundable Bid Price of **Rs. 5,000/-** (Rupees Five Thousand only) by way of Banker's Cheque / Demand Draft / Pay Order drawn on a Scheduled Commercial Bank, favoring 'Small Industries Development Bank of India', payable at Mumbai must be submitted separately along with RfP response.

Bidders who have already paid tender cost in response to earlier RfP No. 400/2018/1278/BYO/PRSIG dated November 02, 2017 are not required to pay again in case they decide to submit bid in response to this RfP.

5.8. Earnest Money Deposit (EMD):

- 5.8.1.** All the responses must be accompanied by a refundable interest free security deposit of amount of **Rs. 4,60,000/-** (Rupees Four Lakh Sixty Thousand only) towards EMD.
- 5.8.2.** EMD should be in the form of:
- a) Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai;

OR

- b) Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **ANNEXURE – XI** EMD / BID SECURITY FORM.
- 5.8.3.** Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 5.8.4.** Request for exemption from EMD (Security Deposit) will not be entertained.
- 5.8.5.** The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
- a) Issue of Lol / purchase order to the successful bidder; OR
 - b) The end of the bid validity period, including extended period (if any); OR
 - c) Receipt of the signed contract from the selected Bidder, whichever is earlier; OR
 - d) The RfP process is closed / scrapped by the bank.
- 5.8.6.** Successful Bidder will be refunded the EMD amount / BG only after submission of Performance Bank Guarantee (PBG) by the bidder.
- 5.8.7.** In case the submission of PBG is delayed, successful bidder shall extend the validity of BG towards EMD extended for a period of additional three months or till the date of submission of PBG whichever is earlier.
- 5.8.8.** The bid security (EMD) may be forfeited :
- a) If a Bidder withdraws its bids during the period of bid validity.
 - b) If a 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 accept the LOI / Purchase order or sign the contract or fails to furnish Performance Bank Guarantee.
 - d) In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

5.9. Period of Validity of Bids

- 5.9.1.** Prices and other terms offered by Bidders must be firm for an acceptance period of **120 days** from the last date of bid submission.
- 5.9.2.** In exceptional circumstances the Bank may solicit the Bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
- 5.9.3.** Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

5.10. Deadline for submission of Bids

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- 5.10.1. The bids must be received by the Bank at the specified address not later than the date/time specified in “**Critical Information**” section.
 - 5.10.2. 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.
 - 5.10.3. 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.
-

5.11. Late Bids

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

5.12. Modification And/ Or Withdrawal of Bids:

- 5.12.1. 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.
 - 5.12.2. The Bid modification or withdrawal notice must be on bidder’s letterhead, signed and sealed. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids
 - 5.12.3. No request for modification or withdrawal of Bid will be entertained after the deadline for submission of bids.
 - 5.12.4. 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.
-

5.13. Opening of Bids by the Bank

- 5.13.1. On the scheduled date and time mentioned in the ‘Critical Information’ page above, Minimum Eligibility and Technical bids will be opened by the designated Committee of the Bank in presence of Bidders’ representatives. It is the responsibility of the bidder’s representative to be present at the time, on the date and at the place specified in the tender document. The bidders’ representatives who are present shall sign a register / document evidencing their attendance.
- 5.13.2. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.

5.13.3. The name of participating bidders and presence / absence of requisite EMD and Tender Form/bid cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.

5.13.4. 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.

5.14. Pre Contract Integrity Pact (IP) & Independent External Monitor (IEM)

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

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

The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri. Ashok Sinha (IAS Retd.) as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows :

Shri Ashok Sinha, (IAS Retd.)
13 Yayati, Sect-58A, Nerul (West)
Palm Beach Road,
Navi-Mumbai 400706
Email Id – asinha51@gmail.com

5.15. Public Procurement Policy on Micro and Small Enterprises (MSEs)

5.15.1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.

5.15.2. 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).

5.15.3. 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.

5.15.4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a self attested certified copy of proof of Registration as MSEs / and ownership of the same by SC/ST along with the bid response to this tender/RFP.

5.16. Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorised signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

5.17. Documents to be submitted

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

Envelope #	Bid Contents	No. of Copies	Label of Envelope
1	<p><u>Pre-Qualification / Eligibility</u></p> <p>a) DD/ Pay Order for Rs. 5000/- (Rupees Five Thousand only) towards cost of tender form.</p> <p>b) DD/ Pay Order / BG for Rs. 4,60,000/- (Rupees Four Lakh Sixty Thousand only) towards EMD. The BG should be as per format given in Annexure – XI - EMD /BID SECURITY FORM /BG.</p> <p>c) Bid Forwarding Letter as per Annexure – I.</p> <p>d) General Information about the bidder along with Documentary evidence as per Annexure – II. (Softcopy in CD)</p> <p>e) Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., Eligibility Criteria as per Annexure – III. (Softcopy in CD)</p> <p>f) Masked Commercial Bid without indicating the price as per Annexure –VI should be submitted.</p> <p>g) MANUFACTURER AUTHORISATION FORMAT (MAF) as per Annexure – VII.</p> <p>h) Undertaking of authenticity – Annexure – VIII</p> <p>i) Power of Attorney for authorized signatory – Annexure – IX.</p> <p>j) Bank Mandate Form – Annexure –X.</p> <p>k) Non-disclosure agreement as per Annexure</p>	01	<p>“Eligibility Bid”</p> <p>RFP FOR IMPLEMENTATION OF DOCUMENT MANAGEMENT SYSTEM (DMS) (RfP No: 400/2018/1304/BYO/ ITV Dated January 11, 2018)</p>

Envelope #	Bid Contents	No. of Copies	Label of Envelope
	<p>–XII.</p> <p>l) STATEMENT OF DEVIATIONS as per Annexure – XV (Softcopy in CD)</p> <p>m) PRE-CONTRACT INTEGRITY PACT as per Annexure – XVI</p> <p>n) DECLARATION REGARDING CLEAN TRACK RECORD as per Annexure – XVII</p> <p>o) Data sheets/printed literature of all the components being quoted. (Softcopy in CD)</p>		
2	<p>Technical Bid</p> <p>a) Technical Bid as per Annexure - IV.</p> <p>b) Data sheets/printed literature of all the components being quoted. (Softcopy in CD)</p>	01	<p>“Technical Bid”</p> <p>RFP FOR IMPLEMENTATION OF DOCUMENT MANAGEMENT SYSTEM (DMS) (RfP No: 400/2018/1304/BYO/ITV Dated January 11, 2018)</p>
3	<p>Commercial Bid</p> <p>Commercial Bid as per Annexure –VI.</p>	01	<p>“Commercial Bid”</p> <p>RFP FOR IMPLEMENTATION OF DOCUMENT MANAGEMENT SYSTEM (DMS) (RfP No: 400/2018/1304/BYO/ITV Dated January 11, 2018)</p>

5.17.2. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. Power of Attorney of the person authorized to sign the bid as per format given in **Annexure – IX** is to be submitted.

5.17.3. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.

5.17.4. The Bidder shall seal the bids in non-window envelopes, superscribing the nature of bid (i.e. Eligibility, Technical or Commercial). All the individual envelopes must be super-scribed with the following information as well:

Name of the bidder, Contact Name, Contact Number and e-mail id.

Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

5.17.5. Important

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

- a) Authorized signatory on whose behalf power of attorney is issued must sign all the pages of the response.
- b) Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- c) Submission by Fax / Email are not acceptable and will be rejected by the Bank.
- d) Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- e) If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- f) The RfP is hosted on SIDBI website www.sidbi.in and also on **Central Public Procurement Portal (CPPP)**. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

5.17.6. The envelope(s) shall be addressed to the Bank at the address given below:

**The General Manager (ITV)
Small Industries Development Bank of India
MSME Development Center
3rd Floor, Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051**

5.17.7. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

6. Eligibility Criteria

Proposals of bidders not complying with the 'Eligibility criteria' or who fail to submit documentary evidence thereon are liable to be rejected and will not be considered for further evaluation.

The proposal of the bidder should adhere to the following Eligibility Criteria.

S.N	Criteria	Proof to be Submitted
1	The bidder should be the owner or Authorized partner for the proposed DMS.	In case of Authorised partner, a certificate / letter from OEM on its letterhead in the name of the bidder to supply licenses for the proposed solution.
2	The Bidder should either be a partnership firm, LLPs or a limited Company under Indian Laws, Government Organization / PSU/ PSE or autonomous Institution approved by GOI / RBI.	Partnership firm: Certified copy of Partnership Deed OR Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. For other eligible entities: Applicable documents.
3	The Bidder must be an enterprise operating in the field of document management for at least 5 years as on the last date of submission of bid. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm / limited company will be taken into account).	Copy of Work order / agreement from the enterprise and its completion certificate. (5 Years will be calculated from the date of completion of the work order).
4	The bidder should have positive net worth and cash profit [i.e., no cash loss] in 2 years out of last 3 years.	Copies of Audited Balance Sheet for FY 15 & FY 16 and Audited / CA Certified Balance Sheet for FY 17.
5	The Bidder should have a minimum number of 15 full time professional staff engaged in related services	Self declaration by authorized signatory of the Bidder on Bidder's Letterhead.
6	The Bidder has to submit proof of its own two experiences in India for supply, installation and commissioning of the DMS Solution, offered to SIDBI. Reference of all such experiences, where implementation was done in line with the solution being offered to SIDBI and the implementation activity is complete as on the last date of submission of bids, will only be considered. Also, the customers for all the two references must have presence in multi-states locations in India. Note : 1) <i>Experience of only record management or</i>	Copy of work order along with completion certificate for completed projects. Completion certificate / proof of signoff / Acceptance letter issued by its customer must indicate the name of the solution and date of implementation / signoff / acceptance of the solution.

S.N	Criteria	Proof to be Submitted
	<p><i>digitization service or scanning-storage will not be considered for this purpose.</i></p> <p><i>2)The Solution proposed by the Bidder should be implemented at its referred customer's data centre.</i></p>	
7	<p>Bidder should not have been blacklisted by any PSU or Public Sector Bank or RBI or IBA or any other Government entity as on the last date of submission of Bid.</p>	<p>Self declaration regarding Clean Track Record as per format Annexure XVII enclosed.</p>
8	<p>The OEM of DMS Solution should authorize the bidder to quote their products in the present tender of SIDBI.</p>	<p>MAF from Software OEM (DMS Solution) as per format given in Annexure –VII need to be enclosed.</p> <p>Bidder has to submit MAF for all the licensed software components separately, if they are not from the same OEM.</p>
9	<p>The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure XVI</p>	<p>Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in Annexure XVI need to be enclosed.</p>
10	<p>The proposed DMS Solution must be having following features :</p> <ul style="list-style-type: none"> i. The solution should have seamless integration feature for authentication using LDAP / Microsoft AD. ii. The solution should be able to store documents in open formats. iii. The solution should have in-built Graphical User Interface to design ad-hoc and rule-based multilevel (at least 3 levels) workflow. iv. Scanning / capturing, OCR, indexing, storage, retrieval and workflow must be all-inclusive integrated features of the proposed DMS Solution. All of them should be accessible from single interface of the DMS Solution. v. Integration with Mailing System <ul style="list-style-type: none"> a) The solution should have capability of seamless integration with both IBM Notes and MS Outlook Mailing Systems for storage of mail contents including its attachments. b) It should also have the capability of 	<p>Self declaration by authorized signatory of the Bidder on Bidder's Letterhead.</p> <p>(All these points will be verified at the stage of Proof Of Concept (POC). In case of non-compliance of any point, bid will be rejected.)</p>

S.N	Criteria	Proof to be Submitted
	<p>enabling fetching of documents from DMS storage for attachment directly from Mailing Interface of both IBM Notes and MS Outlook.</p> <p>vi. DMS Solution needs to be seamlessly integrated with Microsoft Office products viz. Word, Excel and PowerPoint facilitating storage of MS office documents from MS Office interface. MS office interface must allow the facility to select required folders in DMS for saving and retrieval of the documents.</p> <p>vii. The solution should support seamless integration through API & Web services.</p> <p>viii. The solution should be accessible on Mobile devices wherein the user is able to capture, upload, download, search document and initiate/approve workflow through the same.</p>	
11	<p>To handle post-implementation support services, the Bidder should be providing support services directly from its office in Mumbai Metropolitan Region or through its Partner / Dealer / Resident Engineer for the proposed DMS solution to its customer in Mumbai Metropolitan Region, since last 1 year as on the last date of submission of bid.</p>	<p>Certificate from its customer towards availing of support services in Mumbai Metropolitan Region for the implemented DMS solution mentioning name of DMS solution and period of services being availed.</p>

The bidder is to submit documentary evidence for all the above points along with **Annexure-III – Eligibility Criteria.**

A summary of experience mentioned by the bidder for the point # 6 above, must be enclosed with the Eligibility Bid, giving the following details:

- Name of the Client. , Number of branches.
- Scope of the Project.
- Project Deliverables.
- Details of the software licenses delivered.
- Details of integration with other legacy solutions of the customer.
- Date of award of Contract.
- Date of commencement of the Project.
- Date of successful commissioning/final sign-off of the Project by customer.
- Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc.

(Above details are MANDATORY and are to be included by the bidder in the Eligibility Bid. Without the above details, the Bid is liable to be rejected.)

This reference (point # 6 above) of project experience submitted by the bidder may be referred /contacted by SIDBI team for validation.

SIDBI

7. Evaluation Methodology

7.1. Objective

- 7.1.1.** The objective of this evaluation methodology is to facilitate selection of a DMS Solution and implementation of the same fulfilling selection criteria and providing professional services at optimal cost.
- 7.1.2.** The project is based on fixed cost and the selected bidder has to deliver the services as per scope of the project.

7.2. Clarification of bids

- 7.2.1.** 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 (Letter/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- 7.2.2.** Bidder need to submit point by point compliance to the technical compliance and it should be included in the Bid response.
- 7.2.3.** Any deviations from the specifications should be clearly brought out in the bid.
- 7.2.4.** Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

7.3. Examination of Bids

- 7.3.1.** 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.
- 7.3.2.** The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 7.3.3.** Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For the purpose of this clause, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations.
- 7.3.4.** Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation.
- 7.3.5.** The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.

- 7.3.6.** If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 7.3.7.** The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 7.3.8.** Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 7.3.9.** All the documentary proofs are to be submitted along with the bid wherever applicable. Bank may seek specific clarifications from any or all the Bidder(s) during any stage of evaluation. 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 eligibility or technical parameters, as applicable, would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank.

7.4. Evaluation Process

- 7.4.1.** The Bank will follow a three (3) bid evaluation 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.
- a. Eligibility Criteria Bid**
 - b. Technical Bid**
 - c. Commercial Bid**
- 7.4.2.** Both '**Eligibility Criteria Bid**' and '**Technical Bids**' will be opened in front of bidders' representatives on the day of bid opening date. However, the Bank shall evaluate first the '**Eligibility Criteria Bid**' and based on its evaluation, '**Technical Bids**' shall be undertaken for evaluation only for the bidders shortlisted out of the first stage of '**Eligibility Criteria Bid**' evaluation. '**Commercial bids**' shall be opened at 3rd and final stage only for the shortlisted bidders out of technical evaluation. Final selection of bidder will be based on **Lowest Commercial Price (L1)** quoted by the bidder.
- 7.4.3.** The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and Bank's decision will be final.
- 7.4.4.** The bidder should satisfy all the pre-qualification / eligibility criteria as specified in the tender to be considered for technical evaluation at 2nd stage.
- 7.4.5.** The bidders who are not meeting the "**cut-off**" marks in any of the items, wherever applicable, mentioned in scoring matrix (Section No. 7.5.2) would result in disqualification of the tender as a whole.

7.4.6. The Bank would evaluate the Bids on technical and functional parameters including site visit and customer feedback, POC, bidder’s technical presentation, verifying functionalities etc. It may be noted that bidder’s presentation, demonstration of the solution, POC, site visit and customer feedback will be used by the Bank to validate the response given by the bidder in its bid response and also for understanding of bidder’s clarity and capability on the solution expected by the Bank as per scope of the project.

7.5. Technical Evaluation

7.5.1. Technical bids of the bidders will be evaluated and technical scores of the bidders would be arrived at.

7.5.2. The technical bids submitted by the bidders will be evaluated based on the following scoring matrix :

7.5.3. Scoring Matrix

Srl. No.	Parameters	Scoring Scheme / Parameters	Max. Marks	Cut-off Marks	Remarks
1.	Project Management and Technical Presentation	Bidder’s understanding on project scope	4	--	Scoring would be based on the bid response submitted and technical presentation made by the bidder
		Project delivery organization and Solution architecture	4		
		Bidder’s ability to provide crisp and clear answers with strong content to questions asked.	3		
		Bidder’s knowledge and experience to deliver vis-à-vis scope of the assignment	2		
		Risk Identification & mitigation	2		
2.	Compliance of the solution to meet Functional and Technical requirement mentioned at Annexure - V	Details of scoring method is in the following sections.	60	70%	The bidder has to secure minimum 70% marks against this parameter individually failing which, it will not be shortlisted for the next step of evaluation process.
3.	Proof of Concept (POC)		20	70%	The bidder has to secure minimum 70% marks against this parameter individually failing which, it will not be shortlisted for the next

Srl. No.	Parameters	Scoring Scheme / Parameters	Max. Marks	Cut-off Marks	Remarks
					step of evaluation process..
4.	Site visit and Customer Feedback		5	--	Scoring would be based on customer's experience on the solution, implementation and after-sales services provided by the bidder, etc.
Total Technical Evaluation Score			100	--	

7.5.3..1.Project Management and Technical Presentation

Bidder is required to furnish details in the technical bid response of its understanding on the project scope, proposed project delivery organization, Solution architecture for DC and DR environment separately (wherever applicable), its knowledge and experience to deliver vis-à-vis scope of the assignment, identification of risks in the project and its mitigation.

Bidder would also be required to make technical presentation to explain its response in line with the respective parameters mentioned in the scoring matrix above. Bidder will be expected to respond with crisp and clear answers with strong content for the queries raised during the presentation. Scoring will be done based on the response mentioned in the technical bid submitted and also on the technical presentation.

Bidders would be allotted a time slot of 1:30 hour for presentation based on ascending alphabetical order of their names and the time & location will be communicated to the bidders during technical evaluation. Failure of a bidder to make a scheduled presentation may result in rejection of the proposal.

7.5.3..2.Compliance of the Solution to meet Functional & Technical Requirements

- The functional and technical specifications for the DMS Solution are given in **Annexure - V**. Bidder shall mention the availability of each feature/functionality in the proposed solution by assigning its score as on the following scale:

Classification	Description	Score
Readily Available	Readily available and can be showcased at the time of Technical presentation / POC.	2
Customization	Not readily available; Require customization with no additional cost and can be delivered before start of UAT.	1
Not Available	Readily not available and cannot be provided.	0

2. Bidders are required to indicate how their solution satisfies the feature/functionality mentioned, thereby justifying their score for the respective functionality, in the 'Remarks' column corresponding to each functionality.
3. Bank may at its sole discretion ask the bidder to justify the score for any of the defined feature/functionality. Score assigned by the bidder might undergo change if the bidder is not able to demonstrate the respective feature/functionality. Any noncompliance/ deviations to functional or technical requirements which defeat the purpose of this initiative of the Bank may lead to disqualification of the bid at sole discretion of the bank.
4. Scores, thus finalized for all feature/functionality, will be added and final score for this parameter (Compliance of the solution to meet Functional and Technical requirement) will be arrived at as per following illustration.

Illustration:

Let us assume that there only 6 parameters and one bidder has mentioned its score as follows.

Srl. No.	Requirement Specification	Maximum score	Bidder's Score
1.	The scanning solution should support distributed approach, where documents can be scanned remotely, but can be indexed & saved remotely or centrally.	2	2
2	System should support categorization of scanned images as different documents like Inward/Outward, Office file document, Circulars, Supporting documents, Report etc.	2	0
3	System should have capability of automatic segregation of documents/records based Blank page, Fixed page.	2	2
4	The scanning interface should have a GUI based template definition module	2	2
5	Solution shall support Bulk Import of image and electronic documents	2	1
6	It should provide data entry facility for the user along with input masking & validations	2	2
Total		12	9

In the above example, total bidder's score is 9 whereas total maximum score could have been 12 (2 * 6, assuming the ideal situation where all 6 features/functionality are readily available). Hence, in this illustration, bidder scores $45[(9/12) * 60]$.

7.5.3..3. Proof of Concept (POC)

1. The bidder will be required to demonstrate a Proof of Concept (POC) for DMS Solution in line with the scope of work defined in this RfP. Schedule of POC will be communicated to bidders suitably during the technical evaluation process. The bidder will be required to broadly showcase the following through POC :

S.No	Particulars	Score
1	Login method, integrated user interface of the solution for all components, end-to-end flow of the solution, ease of navigation	2
2	Complete cycle of digitization : Scanning/capturing, image enhancement, annotation, secured masking of portion of image, metadata creation & indexing, OCR, compression, search & retrieval	7
3	Audit trail, encryption, administration, access control, assigning rights & roles, Configuration of alerts, reminders and notifications	2
4	Create of a multilevel workflow (at least 3 level) by designing a form and using MS Word document, Options for triggering a workflow, approval process through workflow, document storage, dynamic ad-hoc routing of workflow, document storage	3
5	Report builder for ad-hoc reporting, dashboard for reporting of Workflow status	3
6	Accessibility of the solution on mobile devices - user should be able to capture, upload, download, search document and initiate/approve workflow through the same.	3
Total		20

2. All the technical features mentioned in the eligibility criteria in **Section 6** will be verified at this stage of POC. In case of non-compliance of any point, bid will be rejected.
3. Bidders will be allotted a time slot of 2 hours for POC after technical presentation on the same day. Failure of a bidder to do the POC may result in rejection of the proposal.
4. Scoring for POC will be based on the scoring matrix mentioned above.
5. Additionally, the bidder may be required to demonstrate various feature and functionalities of the solution as mentioned in **Section 7.5.2..2**. Bidder will be required to demonstrate extraction capability from structured, semi-structured and unstructured documents during Proof of Concept (POC).
6. It will be the responsibility of the bidder to make necessary arrangement to configure entire POC environment on its own. Bank will extend necessary support wherever feasible but same should be intimated to the Bank at least 2 working days in advance after it is invited for POC. Failure to demonstrate any feature as mentioned in the RfP will be treated as non-compliance.

7.5.3..4. Reference Site Visit and Client's Feedback

The bidder will arrange for site visit at any one of its reference sites mentioned against point # 6 in the eligibility criteria **(Section 6)**. Schedule for site visit will be communicated to the bidders suitably during the technical evaluation process. SIDBI team will be required to understand the customer's experience on the proposed DMS solution, implementation and after-sales services provided by the bidder etc. at the reference site. Team would like to discuss with the representative of the customer and feedback will be obtained on bidder's capability, customer's experience with the bidder and services extended by the bidder. Scoring will be accordingly assigned under this section.

- 7.5.4. Total Technical Evaluation Scores** obtained by the bidder would thus be arrived at as mentioned in the scoring matrix above **(Section 7.5.2)**. Bidders have to score at least **70% against Srl. no. 2 and Srl no. 3** individually in Scoring Matrix table **(Section 7.5.2)** and overall **Total Technical Evaluation Score of 75 out of 100** to qualify the technical evaluation.
- 7.5.5.** If less than 3 bidders qualify as per above criteria, SIDBI reserves the right to short list maximum top 3 bidders subject to **Total Technical Evaluation Score of 70**.

7.6. Commercial Evaluation

- 7.6.1.** All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for commercial evaluation.
- 7.6.2.** Bidders who do not qualify the technical evaluation will not be invited for opening of commercials. The date for opening of commercial bids will be separately communicated.
- 7.6.3.** Net Present Value (NPV) would be calculated for all the prices, quoted by the bidder in cost summary of **Commercial Bid Format (Annexure - VI)** for all the years, to arrive at derived **commercial bid cost** for the purpose of commercial evaluation. [NPV formula of Microsoft Excel Worksheet shall be used for the purpose].
- 7.6.4.** Discount rate will be considered by bank as **7.58%** for calculation of NPV.
- 7.6.5.** It may be noted that wherever price is being obtained along with warranty, NPV will be calculated for that figure considering it to be the price for 1st year. (For example, hardware cost including 3 years warranty is a single price and hence it will be treated as price in 1st year for the purpose of NPV calculation). NPV for other prices quoted shall be calculated considering them to be the price for the respective years.
- 7.6.6.** After calculating NPV of the prices, all such values will be added and arrived at total derived commercial bid cost for each bidder. Such derived costs of all the bidders will be compared to determine the L1 bidder having lowest derived commercial bid cost, and the rest of the bids shall be ranked in ascending order of lowest cost as L2, L3, L4 and so on.

7.7. Arithmetic errors correction

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

- 7.7.1.** If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.
- 7.7.2.** If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- 7.7.3.** If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 7.7.4.** If the price details given in sub-head wise tables in commercial bid format do not match with prices given in Cost Summary in same commercial bid format, price details given in sub-head wise tables will be taken as correct and Cost Summary table will be corrected accordingly. . If the bidder does not accept the correction of errors, its bid will be rejected.

7.8. Award of Contract

- 7.8.1.** The L1 bidder will be selected for further discussion for placing Purchase Order (PO) or Letter of Intent (LOI) and finalize contract /subject to satisfying all the terms and conditions defined in this tender document.
- 7.8.2.** Bidder may please note that unit rates of the cost items, mentioned in the commercial bid, must be honoured by the bidder under same terms and conditions mentioned in this tender document whenever Bank requires those products/services in any number and in addition to what is mentioned in the scope of this tender document, during the contract period. Separate purchase order will be issued at the contracted rate by the Bank as and when required.
- 7.8.3.** Bidders may please note that Bank reserves the right not to hire or hire Administrator-cum-Developer during the contract period depending on its requirement. It may also be noted that Bank reserves the right to hire Administrator-cum-Developer as many as it requires and the bidder will be required to honour the same.

8. Special Terms and Conditions

8.1. Price

- 8.1.1. All the prices should be given in the format given in **Annexure VI**.
- 8.1.2. The prices quoted, shall remain valid for **3 Years (36 Months)** from the date of contract.
- 8.1.3. Prices quoted by the bidders should include GST and/or other applicable taxes (if any), transportation costs, back to back support with OEM during warranty/ATS, insurance costs, training etc., till the bid validity period.
- 8.1.4. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, changes in costs related to the materials and labour or other components or for any other reason.
- 8.1.5. Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, GST and/or other applicable taxes (if any) etc., in connection with delivery of goods / services at site including incidental services and commissioning.
- 8.1.6. In case of any changes in tax structure by Central / State Govt. the price shall change corresponding to the changes in tax structure. Accordingly, in situations where taxes are lowered, the bidder shall pass on the benefits to SIDBI, and in case there is upward revision in tax structure, SIDBI shall bear the additional costs towards revision in taxes.
- 8.1.7. No other cost whatsoever will be paid by SIDBI.

8.2. Terms of Payment

1. The successful Bidder/Vendor has to submit the Performance Bank Guarantee (PBG) mentioned in section **Annexure XIV** before release of payment by the Bank towards the first milestone. It may please be noted that submission of PBG is the prerequisite before SIDBI starts releasing payment to the bidder under this contract.
- **Payment for Software and its Implementation**
 - a) Payments will be made in a phased manner as indicated below :

Payment Milestones	Payment in %ge of Respective Cost Component	
	Software Cost (including 1 year warranty)	Implementation Services Cost
Submission of Performance Bank Guarantee (PBG) is the prerequisite before making any payment		
Sign-off of SRS and delivery of all required licenses	30	--
Implementation of the solution at Development / UAT environment including customization and UAT Sign-off	20	50
Successful roll-out of the solution at DC & DR (as applicable), digitization of 20,000 pages at each of the 2 pilot offices and Final acceptance ^{&&} of the solution	50	50

^{&&} Payment towards Final Acceptance milestone will be made after the validity of PBG is ensured to cover performance security for 3 years contract period + THREE months (claim period) starting from the date of Final Acceptance of the solution.

- **Payment for ATS (Annual Technical Support) cost**

- Payment of ATS cost for the software components/licenses for 2nd and 3rd years of contract period will be made in advance annually in the beginning of the respective year.
- In case Bank decides to avail ATS services beyond contract period, payment of ATS cost for software will be made in advance annually in the beginning of the respective year provided the bidder submits the **PBG**. Alternately, payment of ATS cost will be made at the end of the service period.

- **Payment for hired resource (on-site Administrator-cum-Developer)**

- Payment will be made quarterly at the end of service period and in the beginning of the subsequent quarter based on invoice raised.
- Payment will be made proportionately on actual number of person-months utilized.

- **Payment for Training**

- Cost of training will be paid at the unit commercial rate of respective training and based on actual number of trainings conducted.
- This payment will be made separately after completion of respective training, submission of training material and submission of invoice. Payment can be claimed by the bidders in phases along with other payments for the completed trainings.

- **Payment for Digitization**

a) Cost of digitization will be paid on basis of actual job done i.e. depending on digitization of number of pages with desired quality & made available online to the users.

- 8.2.1. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Hence, Bidder to submit Bank Mandate Form (as per **Annexure – X**) along with cancelled cheque in original with technical bid.
- 8.2.2. Bidder will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by SIDBI officials, proof of back-to-back warranty arrangement certificate (**Annexure - VII**) while claiming the appropriate payment for hardware items.
- 8.2.3. 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.
- 8.2.4. TDS, if any, will be deducted while releasing the payment.
- 8.2.5. All Payments will be made to the Bidder in Indian Rupee only.
- 8.2.6. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 8.2.7. All payments will be released within 30 days subject to submission of invoices along with supporting documents / reports /certificates towards completion of respective activities / milestones.

8.3. Go – live

- 8.3.1. The solution will deem to be Go–Live after all the required components of the solution are deployed, tested, system is smoothly running post-UAT, as per the expectation of the Bank and issuance of Final Acceptance letter.
- 8.3.2. The date of Final System Acceptance letter will be considered as Go-Live date for the solution.

8.4. Acceptance Criteria

Acceptance of the solution will be done as follows.

Acceptance Type	Acceptance criteria
Final Acceptance	<ul style="list-style-type: none"> a) Delivery of Software licenses (As given in Section A of Annexure XVIII). b) Implementation Services including customization and workflow development (As given in Scope of Work in Section 4 of this tender document). c) Integration with applications as mentioned in Section 4.3.3 in this

Acceptance Type	Acceptance criteria
	<p>tender document.</p> <p>d) Digitization of 20,000 pages at each of the 2 pilot offices (As mentioned in Section 4.3.2).</p> <p>e) All trainings are to be completed, e-learning module, training material and all other documentations to be delivered as per scope.</p> <p>f) Solution is smoothly running for 15 days post Go-live.</p>

8.4.1. Bank will issue letter for Final acceptance subject to meeting the acceptance criteria as mentioned above. The date of letter will be accordingly treated as **‘Date of Final Acceptance’** respectively.

8.5. Warranty and ATS - Scope

1. The Bidder shall consider and envisage all services that will be required for the maintenance of the system. During warranty and ATS period, the vendor will ensure smooth functioning of the solution.
2. Warranty and ATS will cover software support for all components of the software products supplied under this tender. All upgrades, updates, patches, new version releases will be provided during ATS period free of cost and will also be applied and implemented by the vendor, if the Bank desires.
3. Modifications, bug fixation, resolving performance issues for all software products, supplied under this tender, shall be carried out by the bidder during warranty and ATS period without any extra cost. These services will include customization, configuration, implementation and development of workflow carried out by the bidder under the scope of this tender.
4. Warranty and ATS services would include support services for all software components like Operating System (OS), Application Server, Web Server, System Software, 3rd party tools, Database/ Application Software and tuning to enhance the performance of the overall system, wherever applicable.
5. Warranty and ATS services would include troubleshooting, performance tuning, applications of patches, bug fixing, improvements in presentation and /or functionality, resolving issues for audit/regulatory compliance and others.
6. Service would include software documentation management reflecting changes/upgrades in features and functionality of the solution.

8.6. Warranty and Annual Technical Support (ATS) – Terms & Conditions

1. Warranty of the solution will start from the date of Final acceptance of the solution and remain valid for one year. Annual Technical Support (ATS) services for software will start after completion of warranty period and same will be extended by the bidder, if desired by the Bank.

2. Bidder will extend hand holding Support during Warranty and ATS period.
3. All the licensed software components being proposed by the bidder for the solution must be mentioned specifically and **should have back-to-back technical support arrangement throughout the contract period.**
4. The bidder will warrant all the software components against defects arising out of faulty design, solution architecture issues, bugs, inefficient coding, integration issues etc. of the software. The bidder will provide support for all software components including dependencies on operating system during the warranty period.
5. The warranty and ATS should cover all components including updates, upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 3 years from the date of final acceptance by the Bank at no extra cost to Bank.
6. The bidder should provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.
7. Warranty and ATS arrangement should be back to back with respective OEM for all the software components towards maintenance, providing support services, updates, upgrades.
8. The bidder has to agree to maintain the software products & all components of implemented solution for at least 3 years after contract period.
9. The lower of %ge rate applied by the bidder to arrive at ATS cost, mentioned in commercial bid, for 2nd and 3rd year respectively will be applicable to avail renewed ATS services by the Bank in subsequent years after the contract period for the implemented solution and the bidder will be required to arrange for the same.
10. **Termination of Warranty / ATS contract [if contracted]:** Bank will terminate the ATS contract on occurrence of the following:
 - a) Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof.
 - b) Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment.
 - c) Bidder's failure to meet the performance requirement specified herein.
11. During the Warranty and ATS period, the Bidder will have to undertake system maintenance.

12. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty and ATS period. Upon receipt of such notice the Bidder shall repair / fix without any cost to the Bank.
13. Any corruption in the software shall be rectified during the period of the contract including warranty/ATS, if contracted, at no extra cost to the Bank.
14. The Bidder will periodically update bank on new features as and when released by the OEM through technical sessions, trainings etc. during contract period.

8.7. Additional Development and Customization

1. Bank intends to subsequently take up customization, development of additional workflows, integration of the proposed DMS Solution with other legacy applications which are beyond the scope of this tender document. Accordingly, commercial rate of one **Administrator-cum-Developer** is being obtained in this tender for availing services during first year after implementation of the solution. This resource will also be used for on-site administration of the solution.
2. The vendor will make services of one administrator-cum-developer (having Bachelor's qualification and at least 3 yrs of relevant experience) available on-site for one year (5 days X 8 hrs) at SIDBI after final acceptance of the solution for administration of the solution, development of additional workflow solutions, integration with legacy applications, customization, coordination with other stakeholders as per requirement of the Bank.
3. In case of requirement of the Bank, the vendor will continue to extend above services of on-site administrator-cum-developer in 2nd and 3rd year also after warranty period at the same commercial rate applicable during first year.
4. The Bank reserves the right to hire additional resource of similar profile anytime during the contract period at the same commercial rate and the vendor will be required to arrange for the same in case of requirement of the Bank.
5. Payment will be made proportionately on actual number of person-months utilized.

8.8. Liquidity damages for Default in Delivery

- 8.8.1.** If the vendor fails to deliver the Software items within stipulated period in line with the finalized project plan, Bank will impose a penalty of 1% of the order value of the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items.
- 8.8.2.** In case the delay exceeds **TEN** weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.
- 8.8.3.** If orders are cancelled due to non delivery, the vendor may be debarred by Bank for participating in any future tenders floated by Bank for a period of 3 years.

8.9. Liquidity damages for Delay in Implementation Services

- 8.9.1.** If the vendor fails to complete implementation and rollout of DMS Solution within the stipulated period in line with the finalized project plan, Bank will impose a penalty of 0.5% of the order value of cost of Software and implementation services (except the cost of digitisation) for each week's delay or part thereof, subject to maximum of 5% of value of the cost of Software and implementation services.
- 8.9.2.** However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Bank.

9. General Terms and Conditions (GTC)

9.1. Definitions

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

- 9.1.1.** “The Bank”, “SIDBI” means Small Industries Development Bank of India (SIDBI);
- 9.1.2.** “Bidder”, “Vendor”, “Supplier”, “SI”, “Service Provider” means the respondent to the RFP document and after signing the contract they refer to the party with whom SIDBI signs the contract to deliver the services under this tender document.
- 9.1.3.** ‘Successful Bidder’ refers to the bidder who gets selected by the bank after completion of evaluation process.
- 9.1.4.** “RFP” or “Tender” or “tender” or “RfP” or ‘Bid document’ means the ‘Request for Proposal’ document.
- 9.1.5.** “Bid” may be referred to as ‘Offer’.
- 9.1.6.** “The Contract” means the agreement entered into between the Bank, represented by its MSME Development Centre, Mumbai office and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 9.1.7.** “Contract Price” or “Contract Value” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 9.1.8.** “Authorised Signatory” of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.
- 9.1.9.** “The Solution” or “The System” or “Solution” or “System” means all the software components together with hardware being proposed by the bidder in response to this tender document for the Bank to achieve the objective by implementing Document Management System (DMS).
- 9.1.10.** “The Goods” means all of the equipment, machinery, software and/or other materials, as applicable, which the Supplier is required to supply to the Bank under the Contract;
- 9.1.11.** “DMS” means Document Management System.
- 9.1.12.** “ATS” means Annual Technical Support of Software support which is extended by OEM for their software.
- 9.1.13.** “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other services, such as installation of software, commissioning, requirement study, development, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.

9.1.14. “The Project Site” means MSME Development Centre, Small industries Development Bank of India, C-11, G-Block Bandra Kurla Complex, Bandra (East), Mumbai 400051.

9.2. Use of Contract Documents and Information

9.2.1. The Supplier shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

9.2.2. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

9.3. Subcontracts

9.3.1. The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract.

9.4. Compliance to Technical & Functional Specifications

9.4.1. The Bidder should propose the solution complying with technical and Functional specifications given in **Annexure - V**. All the proposed software components to meet the technical specifications are expected to be of same OEM to ensure tight integration among them. In case any component is of different OEM, it should have a proven track record of integrated use with the main components of the solution being proposed.

9.4.2. The Bidder will be required to arrange for product demonstration during technical evaluation to showcase the respective technical or functional feature towards compliance of score mentioned by the bidder in its technical bid. In case the bidder fails to showcase the same, bidder’s score for the respective specification will be modified during technical evaluation.

9.5. Governing language

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

9.5.2. The technical documentation involving detailed instruction for operation and maintenance, users' Manual, training material, Standard Operating Procedure (SOP) etc. are to be delivered for all components of the solution. The language of the documentation should be English.

9.6. Applicable laws

- 9.6.1. The Contract shall be interpreted in accordance with the laws prevalent in India.
- 9.6.2. Jurisdiction of Courts
- 9.6.3. The courts of India at **Mumbai** have exclusive jurisdiction to determine any proceeding in relation to the Contract/Agreement. These provisions shall survive the Contract/Agreement.
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9.7. 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/ staff / 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.

9.8. 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/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

9.9. Performance Bank Guarantee (PBG)

A. During Contract Period

- 9.9.1. The performance guarantee is to be submitted within ONE month from the date of contract and before releasing any payment by the Bank.
- 9.9.2. Contract period will commence from the date of Final Acceptance of the solution and hence validity of Performance Bank Guarantee (PBG) is linked to the final acceptance of the solution.
- 9.9.3. The successful Vendor/Bidder will submit a Performance Bank Guarantee (PBG) initially for a period of 03 (Three) years + THREE months (claim period) for an amount equivalent to **10% of the total contract value** from a Scheduled

Commercial Bank in the format specified by the Bank within 30 days from the date of Contract for indemnifying Bank against any default / failure in execution of contract, as per the format provided by Bank in **Annexure XIV**. In the event of the Vendor failing to make and maintain a security deposit in the manner aforesaid, the vendor shall be liable for forfeiture of the EMD money with SIDBI submitted by them during submission of bid and SIDBI shall be entitled to cancel the work order.

- 9.9.4.** Based on Final Acceptance of the solution, the successful Vendor/Bidder will extend the PBG, submitted in the beginning of the project, to cover performance security for 3 years contract period + THREE months (claim period) starting from the date of Final Acceptance of the solution. Payment towards Final Acceptance milestone will be made after the PBG is suitably extended as per this clause.

B. Beyond Contract Period

- 9.9.5.** In case Bank decides to extend ATS of the software beyond contract period and if the successful bidder wants payment of ATS amount in advance, it shall provide Performance Security in the form of an unconditional Performance Bank Guarantee (PBG) from a scheduled commercial Bank for an amount equivalent to annual ATS value and valid for 15 months (including claim period of 3 months) from the date of start of ATS. The PBG is to be submitted annually for the ATS period.

9.10. Insurance

- 9.10.1.** The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 9.10.2.** The insurance shall be for an amount equal to 110% of the Cost, Insurance and Freight (CIF) value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) valid till one month from the date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.
- 9.10.3.** Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier
- 9.10.4.** Should any loss or damage occur, the Bidder shall,
1. Initiate and pursue claim till settlement, and
 2. Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

9.11. Delivery and Installation

A. Delivery

- 9.11.1.** The Bidder should deliver the software and services as per finalized project plan.
- 9.11.2.** Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.
- 9.11.3.** Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.
- 9.11.4.** Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this will be given by the Bank.
- 9.11.5.** The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI.

B. Installation/Implementation

- 9.11.6.** The Bidder shall install the hardware and integrate with existing network (LAN/WAN/SAN). DMS Solution along with OS, application server, web server, middleware, database etc. will be installed and configured by the bidder.
- 9.11.7.** The Bidder to explain the Bank officials the details of all the features and functionality of the solution.
- 9.11.8.** After completion of acceptance test the bidder should obtain sign-off in the format of Final Acceptance certificate as per **Annexure –XIII** from the Bank official.
- 9.11.9.** Installation/Implementation will be treated as incomplete in one/all of the following situations:
1. Non-delivery of any hardware, software or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
 2. Non-delivery of supporting documentation.
 3. Delivery, but no installation of the components and/or software.
 4. Improper integration, configuration and migration .
 5. System operational, but unsatisfactory to the Bank.
- 9.11.10.** The Bank will consider the inability of the Bidder to deliver or install or implementation the equipment/solution within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 9.11.11.** The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

9.11.12.The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in this tender document.

9.11.13.The equipment to be delivered, installed and maintained (including support) at the following location:

**Small Industries Development Bank of India [SIDBI]
MSME Development Center
Plot No.C-11, G Block
Bandra Kurla Complex, Bandra (E)
Mumbai - 400051**

9.12. Delivery and Documents:

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

9.12.1. Original copy of the delivery challan, duly signed with name, designation, date and seal of the office concerned affixed.

9.12.2. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price, taxes and total amount.

9.12.3. The Supplier is responsible for all unpacking and installation of Products. The Supplier will ensure that all systems along with software have been commissioned as per scope for successful and continuous operation.

9.13. Change / Modification in Location of Delivery and Installation

For implementation of DMS, Bank wants to install and implement the solution at DC, Mumbai and DR site, Chennai. However, in case of any change of location for DC and DR at Mumbai (including Navi Mumbai and Thane) and Chennai respectively, the bidder has to provide delivery, installation, warranty and ATS services as per the contract at new locations.

However if the hardware items are already delivered and if the modifications of locations is made after delivery, the bidder shall carry out installation and commissioning at the modified locations. The Bank in such cases shall bear the shifting charges and the bidder will arrange for shifting of the material to the alternate locations at mutually agreed price. The OEM Warranty/ATS should remain valid and applicable to the altered locations also.

9.14. Forfeiture of performance security

The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

9.15. No Commitment to Accept Lowest or Any Offer

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

9.16. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained during pre-bid meeting exercise.

9.17. Contacting the Bank

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

9.18. Taken / Brought over of Company

Subsequent to the order being placed by SIDBI, in the event of bidder or the concerned OEM being taken/ bought over by another company, all the obligations and execution of responsibilities under the agreement with SIDBI should be passed on for compliance by the new company in the negotiation for their transfer.

9.19. No Employer – Employee Relationship

The selected bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

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

9.20. Termination

- 9.20.1.** Prior to the delivery of the hardware and software items, the Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
- 9.20.2.** The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
1. Failure of the successful bidder to accept the contract;
 2. Delay in delivery beyond the specified period;
 3. Delay in completing installation, implementation and acceptance beyond the specified periods;
- 9.20.3.** In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Bank Guarantee given by the Bidder.

9.21. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

9.22. Corrupt and fraudulent practice

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

- 9.22.1.** “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.
- 9.22.2.** “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.
- 9.22.3.** 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.

9.23. Waiver

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

9.24. Violation of terms

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

9.25. Confidentiality

9.25.1. This RfP contains information proprietary to SIDBI. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of SIDBI. The Bidders shall submit a non-disclosure agreement as per **Annexure -XII** on non-judicial stamp paper of appropriate value at the time of submission of bids.

9.25.2. In case the selected vendor acts is extending similar services to multiple customers, vendor 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 RfP and subsequent purchase order.

9.26. Limitation of liability

Save and except the liability under Section of “**IPR Infringement**” and “**Indemnity provision**” in **Section 9.28** and **Section 9.34** respectively herein below, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or

indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

9.27. IPR Infringement

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

9.28. Rights to Visit

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

9.29. Audit

- 9.29.1.** The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services under this tender.
- 9.29.2.** In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.

9.29.3. Audit under this clause shall be restricted to physical files related to the services being extended by the vendor under this tender. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

9.30. 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.

9.31. Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RfP, during the course of the contract.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESI facility standard. SIDBI may (but shall be obliged) call for proof of such payments by contractor.

9.32. Right of Publicity

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

9.33. Indemnity

9.33.1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; 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 RfP document; and/or
3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
4. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or

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 RfP document; 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 inadequate licenses, unlicensed and illegal Software and/or allied components by the successful Bidder
- 9.33.2.** The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
1. Notifies the Bidder in writing; and
 2. Cooperate with the bidder in the defence and settlement of the claims.
- 9.33.3.** The Bidder shall not be liable for defects or non-conformance resulting from:
1. Software, hardware, interfacing not approved by Bidder; or
 2. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
 3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
 4. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

9.34. Force majeure

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

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

9.35. Resolution of Disputes

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

9.35.2. In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier 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.

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

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

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

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

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

9.36. Survival

9.36.1. Any provision of the Contract/Agreement which, either expressly or by implication, survive the termination or expiration of the Contract/Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, nondisclosure in the same manner as if the present Contract/Agreement is valid and in force and effect.

9.36.2. The provisions of the clauses of the Contract/Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless SIDBI notifies the Vendor of its release from those obligations.

9.37. No Set-off, counter-claim and cross claims

In case the Vendor/ Bidder has any other business relationship with SIDBI, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract/Agreement to the Vendor/ Bidder for any payments receivable under and in accordance with that business.

9.38. Data Ownership

By virtue of the Contract/Agreement, the Vendor's/ Bidder's team may have access to personal and business information of SIDBI or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. SIDBI have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Vendor/Bidder or Vendor's/Bidder's team in the course of performing the Service(s) under the Contract/Agreement.

The data shall be deemed to be owned by the Bank, shall never form part of assets of the service provide and shall be bankruptcy remote. The successful bidder will have to take requisite affirmative steps to ensure data security, protection and needs to give timely notice of breach of data privacy to help mitigate damage, avoid embarrassing disclosure by a third party, allow time to address data privacy regulatory obligations and it should also timely notify receipt of legal process in connection with the data. Such bidder will have to have suitable tools to ensure removal of data from stores drives in case it is requested by the Bank and should provide confirmation and/or copies of materials removed from its systems when requested. Such bidder will have to provide back up of the data to the satisfaction of the Bank. Root cause analysis report will have to be furnished if insisted upon by the bank. The bidder will inform SIDBI of any circumstance that preclude or seriously jeopardize its capacity to effectively provide services extended to SIDBI.

9.39. Representations and Warranties

In order to induce SIDBI to enter into the Contract/Agreement, the Vendor/Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

9.39.1. That the Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the

authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by SIDBI.

- 9.39.2.** That the Vendor/ Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract/Agreement.
- 9.39.3.** That the representations made by the Vendor/ Bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract/Agreement and the Bid Documents and unless SIDBI in writing specifies to the contrary, the Vendor/Bidder shall be bound by all the terms of the bid.
- 9.39.4.** That the Vendor/ Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract/Agreement.
- 9.39.5.** That the Vendor/Bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract/Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- 9.39.6.** That the Vendor/ Bidder shall use such assets of SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- 9.39.7.** That the Vendor/Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- 9.39.8.** That all the representations and warranties as have been made by the Vendor/Bidder with respect to its bid and Contract / Agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- 9.39.9.** That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
- 9.39.10.** That there are – (a) no legal proceedings pending or threatened against Vendor/ Bidder or its team which adversely affect/may affect performance under this Contract/Agreement; and (b) no inquiries or investigations have been

threatened, commenced or pending against the Vendor/ Bidder or its team members by any statutory or regulatory or investigative agencies.

- 9.39.11.** That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract/Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract/Agreement.
- 9.39.12.** That all conditions precedent under the Contract/Agreement has been complied.
- 9.39.13.** That neither the execution and delivery by the Vendor/Bidder of the Contract/Agreement nor the Vendor's/ Bidder's compliance with or performance of the terms and provisions of the Contract/Agreement
- 9.39.14.** (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Vendor/ Bidder
- 9.39.15.** (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor/ Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or
- 9.39.16.** (iii) will violate any provision of the Memorandum and Articles of Association of the Vendor/ Bidder.
- 9.39.17.** That the Vendor/ Bidder certifies that all registrations, recordings, filings and notarizations of the Contract/Agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Vendor/Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract/Agreement have been made.
- 9.39.18.** That the Vendor/ Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of SIDBI, which may directly or indirectly have a bearing on the Contract/Agreement or Service(s).
- 9.39.19.** If a court finds any provision of this RfP invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

10. Annexure

Format of the annexures is enclosed as a separate file.

SIDBI