



Small Industries Development Bank of India

Request for Proposal

for

Website Maintenance, Development & Support

2014

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

Tender No. 400/2014/994/BYO/ISD

Cost of RiP : ₹ 1,000/-

The information provided by the bidders in response to this tender document will become the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by SIDBI for procurement of technical resources. It should not be reused or copied or used either partially or fully in any form.

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RfP – Website Maintenance, Development & Support

1. Introduction and Disclaimer

1.1 Purpose of RfP

The purpose of this Request for Proposal document (“RFP”) is to appoint suitable organisation for maintenance, development & support of SIDBI website (www.sidbi.in) and smallB website (www.smallB.in) for a period of three year tentatively starting from February 1, 2014.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or 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 after completion of the selection process as detailed under **Chapter 5 – Bid Evaluation Methodology**.

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI in relation to the provision of services. 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 RFP document. Neither SIDBI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 Disclaimer

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

1.4 Costs Borne by Respondents

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

1.5 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and SIDBI until award of the contract by SIDBI and its acceptance by the recipient.

1.6 Recipient Obligation to Inform Itself

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

1.7 Evaluation of Offers

Each Recipient acknowledges and accepts that SIDBI may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The Recipient acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

1.8 Acceptance of Selection Process

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

1.9 Errors and Omissions

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

1.10 Acceptance of Terms

A recipient will, by responding to SIDBI RFP, be deemed to have accepted the terms of this introduction and disclaimer.

1.11 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.

1.12 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”) and no other person or organisation.

1.13 Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to SIDBI. SIDBI may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with SIDBI or any of its customers, suppliers, or agents without the prior written consent of SIDBI.

1.14 Disqualification

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

2. Lodgment of RFP Response

2.1 Critical Information Summary

Bidders may note the schedule of following important events. Action may please be taken accordingly.

Events	Date	Time	
Last date for requesting any clarifications for pre-bid meeting	January 20 / 2014	By end of Day	
Pre Bid meeting (no clarifications would be accepted after pre-bid meeting)	January 21 / 2014	3 PM	
Last date for submission of bids	January 29 / 2014	By 3 PM	
Address for Bid Submission	General Manager (Systems) Small Industries Development Bank of India 3rd Floor, MSME Development Centre, Plot No. C-11, G Block Bandra Kurla Complex (BKC), Bandra (E) Mumbai - 400 051 Phone No. : 022-67531100 / 6753111229 Fax No. : 022-67531236		
Opening of Pre-qualification/ Eligibility bid	January 29 / 2014	3:30 PM	
Date and time of opening of commercial bids	To be intimated at a later date		
Contact details in SIDBI			
Name	Designation	Phone	E-mail
Shri R K Sharma	GM(Sys)	67531228	rksharma@sidbi.in
Shri Sudhir Tandon	DGM(Sys)	67531245	standon@sidbi.in
Shri Rajesh Joshi	AGM(Sys)	67531251	rjoshi@sidbi.in

2.2 Bid Price

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

2.3 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit of ₹ 60,000/- (₹ Sixty Thousand only) in the form of Demand Draft / Banker's Cheque drawn in favour of "Small Industries Development Bank of

India” payable in Mumbai or Bank Guarantee as per format prescribed in [Annexure - IX](#).

2.4 RFP closing date

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

2.5 RfP Validity Period

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

2.6 Late RFP Policy

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

2.7 Receiving of RFP Response

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

2.8 Registration of RfPs

Registration will be effected upon receipt of RfP response by SIDBI. The registration must contain all documents, information, and details required by this Request for Proposal. If the response to this Request for Proposal does not include all the information required or is incomplete, the RfP response is liable to be rejected.

2.9 Requests for information

Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate

the same in writing by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone.

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

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

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

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

2.10 Pre-Bid Meeting

1. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information Summary' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No enquiry will be entertained after pre-bid meeting.
2. It would be the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of the meeting.
3. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted on or before the date as indicated in the Critical Information sheet.. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and CPP Portal within 04 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

2.11 Disqualification

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

2.12 Selection process

Selection of a successful vendor will involve a two (2) stage approach. The phases consist of 1) Technical Bid evaluation 2) Commercial Bid evaluation.

2.13 Details of Bids to be submitted

Proposals along with the following documents must be submitted in a non-window sealed envelope super-scribing "RfP – Website Maintenance, Development & Support":

Envelope	Bid Contents	No. of Copies	Label on Sealed Envelope	Reference in RfP
I	Security deposit i. DDs/ Instruments towards Bid Price & Earnest Money Deposit (EMD) or Bank Guarantee as per Annexure IX.		Website Maintenance, Development & Support – Security deposit & Bid Price	Chapter 6 (Pt. 5)
II	Technical Bid ii. Eligibility Bid – Covering letter as per format prescribed in Annexure-I iii. Response to Technical Proposal as per format prescribed in Annexure-II iv. Power of Attorney as per format prescribed in Annexure-IV v. Letter of competence as per format prescribed in Annexure-VII vi. Non-disclosure Agreement as per Annexure VIII.	Hardcopy – 1 Editable Softcopy - 1	“Website Maintenance, Development & Support– Technical Bid ” – RfP Number – RfP Due Date – Bidder's Name	Annexure: I,II,IV, VII,VIII
III	Commercial Bid i. Response to Commercial Bid as per format prescribed in Annexure-III	Hardcopy – 1	“Website Maintenance, Development & Support– Commercial Bid ” – RfP Number – RfP Due Date – Bidder's Name	Annexure III

1. Above mentioned three separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “**Bid for Website Maintenance, Development & Support – Rfp No.....**”.
2. All the individual envelopes must be super-scribed with the following information as well:
 - Name of the bidder, Contact Number and e-mail id.
3. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
4. Envelope II should also contain softcopies of respective response documents.
5. Bids are to be addressed to and submitted at following address:

General Manager (Systems)

Small Industries Development Bank of India
3rd Floor, SME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051
Telephone No. : +91 – 22 – 67531100, 67531228
Fax No. : +91 – 22 – 67531236

E-mail: rksharma@sidbi.in, standon@sidbi.in

SIDBI will evaluate proposals of the respondents on the basis of methodology mentioned in “[Chapter 5 – Bid Evaluation Methodology](#)”.

2.14 Important

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

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

3. Background

3.1 About SIDBI

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

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

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

The bank provides its services through a network of more than 100 offices located all over India. Detailed information on the functions of the bank is provided on the website www.sidbi.in.

3.2 Present Scenario

Current website of SIDBI (www.sidbi.in) and smallB website (www.smallB.in) has been developed, maintained & supported by Mindsphere, Mumbai. Placed below are the technical details of both the website:

Website Platform	Details
Web Server	Apache 2.2.22
Content Management System	Drupal 7
Framework	PHP 5.3.10
Analytics and Tracking	Google Analytics
JavaScript Libraries	jQuery Once, HTML 5 Shiv
Hosting vendor for sidbi.in	Net Magic Solutions Pvt. Ltd.
Hosting vendor for smallb.in	Godaddy.com

3.3 Features & Functionality of existing website:

Both the website are dynamic website(s) and developed using open source platform (as mentioned above in [Section 3.1 Present Scenario](#)) with search

facility of documents using the MySQL database. Further many database related facilities and activities like User registration, Know your accounts etc. are hosted which uses Tomcat and MySQL as database.

Module	Description	Database
Search	Local search for the website	My SQL
Feedback	Only Mailing	None
Query	Queries relating to different financial Products of SIDBI.	My SQL
Complaints and redressal	All customer complaints online are received from this module.	My SQL

❖ Work flow for these modules will be explained to to the selected bidder.

Placed below are the salient features of the both the website (sidbi.in & smallB.in) :

- Convenient Interface over mobile phones, tablets, desktops irrespective of their sizes and technology as prevalent in modern times so as to ensure accessibility across device & geography .
- Compatibility with various internet browsers (Internet Explorer, Chrome, Firefox, Opera etc.)
- WCAG Level II compliant
- IPV 4 and IPV 6 compliant
- Faster upload of Website in browser
- Near, professional look & devoid of cluttering with as easy understanding of the sitemap.
- Content Management System: On-line facility for management for routine contents.
- Usage analytics
- User Login & Registration System
- Multilingual Content management (English & Hindi)
- Powerful Search
- Content Categorization
- Automated content archival etc.
- Content Approval system

Presently, the contents of SIDBI website (www.sidbi.in) are hosted with NETMAGIC Solutions Pvt. Ltd. Further, for monitoring SIDBI website for possible network attacks, CNAM services from NETMAGIC are being used. Further, Website for smallB.in is hosted with Godaddy.com.

The above details given are for information only.

4. Project Scope

4.1 Objective:

SIDBI intends to Outsource the Maintenance, Development & Support for both the websites (sidbi.in & smallB.in) for a period of three years starting from **February 01, 2014 to January 31, 2017**.

As part of outsourcing, vendor is required to maintain, develop & support both the websites (sidbi.in & smallB.in). Content management of the website will be managed and monitored by the vendor. Vendor should log all the activities of support and maintenance and provide to SIDBI on monthly basis.

The purpose behind issuing this RfP is to invite technical bids and commercial bids from the eligible bidders and selection of bidder(s) for the above purpose.

Detailed scope of RfP is being mentioned below:

4.2 Website Maintenance

1. Maintenance of Web-server for respective sites where both the websites are hosted
2. All the maintenance & development activities should be carried out so as to protect and ensure that both the websites (sidbi.in & smallB.in) remains :
 - ❖ WCAG Level II compliant
 - ❖ IPV 4 and IPV 6 compliant
 - ❖ Convenient Interface over mobile phones, tablets, desktops etc.
3. Currently SIDBI websites are WCAG & IPV 6 complied. Any update to websites should ensure the compliance to these standards.
4. Accessibility and WCAG Level II compliance may be verified by using online verification tool.
5. Up-loading / Removing / Moving of web pages / links etc. – modification of contents, design etc. Graphics, animation, advertisements
6. Maintenance / additions / updation in Contents (static & dynamic) and Graphics etc. of web site. All the Updatons / Modifications / Deletion should be carried out within 2 hours of posting the same.
7. Currently, No financial transaction are being performed at both the website(s).
8. Providing hosting for any of these websites is **not** under the scope of current RfP.
9. Currently, SIDBI website contains around 1000 static pages for & smallB website contains approx 4000 web pages. It is expected that monthly approx 40-50 change request are made to update each of the website. Domain name

Server (DNS) for both the websites is being managed by Internet service Provider (ISP). DMS management is not under the scope of current RfP.

10. Effecting creative changes within the overall structure/design of the existing site. Any major change to be effected within a reasonable time depending on the work content and should be carried out within a maximum period of 3 days from the date of posting.
11. Designing, hosting, removal of new flash / banners / links / web pages as required. Generally used format (PDF, JPEG, FLASH etc.) will be used for advertisement.
12. Content which needs to be hosted on website will be provided by SIDBI. Vendor is required to modify the content to gel with the existing layout of the website
13. Single point of contact (SPOC) will be suggested from SIDBI for approval of the changes at websites. Details of authorized SPOC will be shared with the selected vendor. Bug fixing, ensuring smooth access by browser from / through relevant modes.
14. Administration MySQL database including uploading of data.
15. FTP username/password for SIDBI for Uploading files on Website for “Know your account status” or such other requirements.
16. Vendor should be able to troubleshoot any unforeseen problems with the website at a short notice.
17. Vendor to adopt industrial standard methodology for **Change Management and Content Change tracking** for websites. This methodology to include work flow from SIDBI to the vendor and vice versa.
18. Audit of Website is conducted on annual basis. Selected vendor will be required to undertake compliance of the observation of the auditor as and when advised.
19. The standard modules for all the Corporate website should be provided and maintained viz.
 - a. Registration Module: Registration facility for different categories of visitors. Suitable MIS reports will be provided based on the registered users.
 - b. Query Module: would ensure queries to be routed to SIDBI regarding all products and services provided by SIDBI.
 - c. Search
 - d. Subscription (RSS) feeds to all pages of SIDBI website.
 - e. Investors Forum

- f. FAQ
- g. Module for uploading news feeds, Events@SIDBI, Careers@SIDBI, Tenders, FAQ, Press Release, Add Ticker (Header which can include images). Content sourcing would be done by SIDBI.

4.3 Website Security

1. Vendor to ensure that all the modules being developed for the website are error free and are hack proof.
2. The modules being developed for the website should be going through a mandatory Quality Control and QA testing.
3. The website should have a UAT environment for all the modules to be tested by SIDBI. Vendor has to create such an environment on the existing infrastructure where the website has been hosted. All new pages or any update / changes need to be first carried-out at UAT site and on confirmation by SIDBI the same need to be posted on the main website.
4. Have current vulnerability assessments and PCI (Payment Card Industry) scanning performed for all the new modules being hosted on the SIDBI Website.
5. Vendor to provide compliance for all SIDBI AUDIT observations related website content and modules (excluding modules which are being maintained in-house).
6. Vendor should implement the best practices for the websites/ web-servers as per CERT-In/ RBI/ Govt Guidelines.
7. VAPT report for the website will be shared with selected bidder.

4.4 Application / New Feature Development

1. Incorporation of New Feature(s) / modules for existing website as per the requirement of SIDBI. Examples Integration with Social media etc.
 2. New Application Development for Website using open source tools as per the requirement of SIDBI. Examples inquiry management system, calculators etc.
- All the new development(s) should be in compliance to all the standards, layout & technology of existing website (viz. WCAG 2.0, IPV 6 etc). New modules should be developed with latest technologies, and should be free from all known vulnerabilities and Bugs. Vendor should implement the best practices for the websites/ web-servers as per CERT-In guidelines
 - User Acceptance Test (UAT) of all the changes / New development will be performed at vendor's provided environment over Internet.

- The detailed scope for “Website Maintenance”, “Website Security” and “Application / New Feature Development” is detailed above. However, initially the order will be placed for Website Maintenance & Security only. The order for “Application Development / New Feature incorporation” would be placed separately, whenever required by SIDBI.*

5. Bid Evaluation Methodology

5.1 Objective

1. The objective of this evaluation methodology is to facilitate the selection of one Service Provider (SP) fulfilling minimum Eligibility criteria and professional services at optimal cost.
2. The selected bidder will be entrusted with end-to-end responsibility of maintenance, development & support of both the websites (sidbi.in & smallB.in) of the bank for the period of **three (03)** years. Initially, one year contract will be signed with selected service provider which may be renewed yearly for another two years.
3. The Bank has adopted a Two (2) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - Technical Bid
 - Commercial Bid
4. The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.
5. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail/letter), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.

5.2 Preliminary Examinations

1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, bid price,

qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.

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

5.3 Evaluation of Technical Bids

The technical bids received from the bidders will be opened on the pre-defined date and time as mentioned in "Critical Information Summary" in the presence of representatives of the bidders, who choose to be present as per the schedule stipulated by SIDBI. A detailed evaluation will be subsequently carried out by SIDBI.

The evaluation / selection process will be done with combination of **technical competence and commercial aspects** as detailed here. Vendor meeting the minimum eligibility criteria will be short listed for technical evaluation. A detailed technical evaluation will be carried out for short listed vendors depending on response in Envelope II.

A maximum of **100** marks will be allocated for the technical evaluation for short listed vendors. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines.

The technical proposals will only be subjected for evaluation at this stage. The bidders scoring less than relative technical score (RTS) of **80** (cut- off score) in the technical evaluation shall not be considered for selection process. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short listed. If required, SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. SIDBI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

Relative Technical Score (RTS) for each bidder will be calculated as follows based on above parameters:

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

Where, RS_{Tech} = Relative score for Technical Bid of the vendor

T = Technical score obtained in the current bid

T_{high} = Highest technical score out of all the bids obtained

The evaluation of technical proposals, among other things, will be based on the following:

1. Credentials
2. Website Maintenance Experience
3. Experience for WCAG 2.0
4. Experience for IPV 6
5. Experience for Open Source Technology
6. Customer Feedback

Various stages of technical evaluation are presented below:

1. Short-listing of the bidders based on the minimum eligibility criteria
2. Gathering of further information / input from the bidders in case there is no sufficient clarity in the response
3. Evaluation based on Technical response
4. Arriving at the final score on technical proposal

At the sole discretion and determination of the SIDBI, any other relevant criteria may be added for evaluating the proposals received in response to this RFP.

5.4 Evaluation Criteria – Technical bid

Parameter of the technical evaluation criteria are broadly classified under 4 heads as given below:

SN	Parameters	Marks
1.	Credentials <ul style="list-style-type: none">▪ Competence of organization and experience for similar assignment▪ Understanding of work content and requirements of the Assignment and Ability to guide and provide relevant information▪ Usage of Project Management tools (web based tool for task management of the project)	15
2.	Website Maintenance Experience Experience involving Development / maintenance / security of Website	15
3.	WCAG 2.0 Compliance Experience Project experience involving designing, revamping, and maintenance of Website complying WCAG 2.0	10

4.	Experience for IPV 6 Project experience involving designing, revamping, and maintenance of Website complying IPV 6 standard	10
5	Experience for Open Source Technology Project experience involving designing, revamping, and maintenance of - Drupal, Joomla, PHP etc. - Analytics and Tracking using Freeware analytical tools for eg Google analytics & Tracking	20
6	Customer Feedback	30
Total		100

Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders scoring relative technical score (RTS) of 80% (80 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation. If required, SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. SIDBI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

Note:

❖ If less than 3 bidders qualify short listing criteria of RTS 80%, bank reserves the right to consider top three (3) bidders.

5.5 Evaluation of Commercial Bids

The Commercial Bids of vendors who meet the qualification criteria would then be opened in the presence of the short listed vendors. The Commercial Bid should contain the total cost of all services, comprising of all items.

Net Present value (NPV) would be calculated for the value, quoted for all the five years, to arrive at derived commercial bid value for evaluation. [NPV formula of Microsoft Excel Worksheet shall be used for the purpose]. Discount rate will be considered by bank as 8.5% for calculation of NPV.

Relative Commercial Score (RS_{Com}) for each vendor will be calculated as follows:

$$RS_{Com} = C_{Low} / C * 100$$

Where, RS_{Com} = Relative score for Commercial Bid of the vendor

C = Commercial bid value of the current bid

C_{Low} = Lowest commercial bid value out of all the bids obtained

5.6 Final Selection of the Eligible Bidder

Total Relative Score (RS) obtained by each eligible vendor will be calculated as follows:

$$RS = RS_{Tech} * 0.70 + RS_{Com} * 0.30$$

The eligible bidder will be selected based on maximum Relative Score (RS) obtained.

The vendor with the highest Relative Score (RS) will be selected subject to all the terms & conditions defined in this RfP document for further discussion prior to awarding the assignment.

SIDBI will award the assignment to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the assignment satisfactorily. SIDBI shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

5.7 Renewal of Contract

1. Contract period is from **February 01, 2014 to January 31, 2017**. Initial Order will be given for one year i.e. starting from February 01, 2014 to January 31, 2015. At the end of each year, SIDBI will review the performance of the contract. Subject to satisfactory performance for the reviewed period, SIDBI may further renew the contract with the vendor for next year. SIDBI reserves the right to not renew the contract with the vendor.
2. It may also be mentioned that, if required, SIDBI has the right to extend the contract (after January 31, 2017) for a period of not less than 1 month (up-to 1 year). Vendor should un-conditionally accept the same. Cost of the extended period would be as per the proportionate cost for the third year as mentioned in Commercial bid.

6. Terms and Conditions

6.1 General

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

6.2 Definitions

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

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

6.3 Clarification of Bids

1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in Bid Information Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.

2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted at least one day prior to the date of pre-bid meeting. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the website. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.

6.4 Amendment to the bidding document

1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
2. The amendment will be posted on Banks website www.sidbi.in.
3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

6.5 Language of Bid

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

6.6 Commercial Bid

1. Bid Currency :

Bids should be quoted in Indian Rupee only.

2. Earnest Money Deposit (EMD):

1. All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 60,000/- (₹ Sixty Thousand only)
2. EMD should be in the form of Demand Draft in favour of "Small Industries Development Bank of India" payable at Mumbai or in the form of Performance Security. Format of Performance Security is prescribed in **Annexure IX**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

3. No interest will be paid on EMD.
 4. In case the EMD is submitted in the form of a BG, the same should be valid till the date of bid validity (three months from the submission of bid) with claim period one month beyond the BG validity.
 5. Request for exemption from EMD will not be entertained.
 6. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events, **whichever is earlier**:
 - a. Acceptance of Purchase Order / contract by the successful bidder.
- OR
- b. The end of the bid validity period, including extended period (if any).
7. Successful Bidder will be refunded the EMD amount only after submission of performance guarantee by the bidder.
8. The bid security may be forfeited if:
 - ❖ Bidder withdraws its bids during the period of bid validity.
 - ❖ Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - ❖ In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

6.7 MSME Status

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

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

6.8 Period of Validity of Bids

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

2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

6.9 Deadline for submission of Bids

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

6.10 Late Bids

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

6.11 Modification And/ Or Withdrawal of Bids:

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

6.12 Opening of Bids by the Bank

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

2. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.
4. The Bidder name, presence or absence of requisite EMD and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of bid opening.
5. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

6.13 Clarification of bids:

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

6.14 Preliminary Examinations

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

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

6.15 Bid Evaluation

1. All the responsive bids will be evaluated as per the procedure detailed in **Chapter 5 : Bid evaluation methodology**.
2. All the documentary proofs to be submitted along with the bid in this regard. Bank reserves the right to cancel the bid / call for clarifications in this regard
3. During evaluation, Bank at its discretion can ask the bidders for clarifications.
4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

6.16 Arithmetic errors correction

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

2. If there is discrepancy in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
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.
4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

6.17 No Commitment to Accept Lowest or Any Offer

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

6.18 Conditional Bids

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

6.19 Contacting the Bank

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

6.20 Award of Contract

1. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily,

and whose Bid has been determined to be substantially responsive, and is the L1 Bidder.

2. Initially the order will be placed for Website Maintenance & Security only. The “Application / New Features Development” would be taken-up as and when required by SIDBI.
3. The Bank reserves the right at the time of annual renewal of contract to increase or decrease the number of resources from what is originally specified while floating the tender without any change in unit price or any other terms and conditions

6.21 Effort Estimation for “Application / New Features Development”

1. During the contract period, SIDBI may require new Application / New Features Development and hosting on the website. These requirements will be taken-up in piece-meal basis as and when arises and related cost for the efforts will be covered under the corresponding cost mentioned in commercial bid.
2. Vendor will be required to discuss and support SIDBI in finalization of Application / New Features Development requirements for website at his own cost.
3. Vendor is required to submit the related software development document (Requirement document, design document etc.) along with source code to SIDBI for any such development.
4. Effort estimation for such requirement will be arrived after mutual discussion and agreement between vendor and SIDBI.
5. SIDBI reserves the right to avail the extent of services in multiple broken periods during each year of the contract period (i.e. more or less than the 2 man month period). Further, SIDBI may not avail the services for “Application / New Feature Development”, if so desired by SIDBI.
6. In case, efforts estimation for efforts requirement is in days, payment will be made on the basis of proportionate amount (man day rate) of the cost mentioned towards Application / New Features Development in Commercial Bid for the respective year. A man month will comprise of 26 days to arrive at man-day rate for broken periods less than a month.
7. SIDBI will not provide any infrastructure / computer / software tool / seating arrangement for development / testing of website related functionality.

6.22 Use of Contract Documents and Information

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

6.23 Subcontracts

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

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

6.24 Price

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

Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

6.25 Expenses:

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

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

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

6.26 Terms of Payment

The standard payment terms are given below:

1. Payment would be settled quarterly, at the end of Quarter, against the delivery of the Services during the corresponding period. However, first payment to the vendor will be payable after submission of Performance Bank Guarantee for an amount equivalent to 10% of the order value.

The performance bank guarantee should be as per the format given in [Annexure -VI](#).

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

2. Subject to SIDBI being satisfied that the SP are or have been carrying out their duties, obligations and responsibilities under the assignment, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
3. If for any reason SIDBI is dissatisfied with performance of the Contract, an appropriate sum may be withheld from any payment otherwise due.
4. In such an event SIDBI shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
5. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults

on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

6. TDS, if any, will be deducted while releasing the payment.
7. All Payments will be made to the Bidder in Indian Rupee only.

6.27 Governing language

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

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

6.28 Applicable laws

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

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

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

6.29 Performance security

The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of contract value and valid for a period of 1 year + THREE months (invocation period) from the date of acceptance. The performance guarantee to be submitted within ONE month as per the format provided by Bank.

6.30 Forfeiture of performance security

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

6.31 Termination

1. SIDBI may, at its sole discretion and at any time terminate the Contract and inform the vendor of SIDBI's decision by written instruction to that effect after giving a notice of **three month** for the same. In the event of the Contract being so terminated, the vendor shall take such steps, as are necessary to bring the Services to an end (including terminating any sub-contracts placed by the vendor) in a cost effective, timely and orderly manner. In the event of termination of contract the vendor will assist in smooth migration to new vendor.
2. Should the Services or any portion thereof not be carried out to the satisfaction of SIDBI as notified under "**Section 6.24.6**" above or within the time or times specified in or under the Contract, SIDBI may, without prejudice to any other remedies, by notice in writing to the vendor terminate the Contract either in respect of the Services which have not been carried out in accordance with the Contract at the time of such termination or in respect of all the Services to which the Contract relates other than those carried out in accordance with the Contract before that time. In such case the vendor shall not be entitled under the Contract to payment of any amount by way of compensation.
3. The Contract may be terminated by SIDBI by notice in writing to the vendor if at any time the vendor either directly or through their servants or agents or consortium partners commit any breach of their obligations hereunder or being an individual or, where the vendor are a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order or administration order made against them or shall make any composition or

arrangement with or for the benefit of their creditors or shall make any conveyance or assignment for the benefit of their creditors or if the vendor being a company, an order is made, or a resolution is passed, for the winding up of the vendor, otherwise than a member's voluntary winding up for the purpose of amalgamation or reconstruction (subject to the prior approval of SIDBI) or a receiver or administrator is appointed of the whole or any part of the undertaking of the vendor, SIDBI may forthwith terminate the Contract.

6.32 Payment in case of Termination of assignment –

In case the engagement is terminated payment will be made as follows:

- Payment towards services will be made on pro rata basis, for the services, which have been completed & accepted by SIDBI, after deducting applicable penalty and TDS/other taxes.
- SIDBI will continue to own the deliverable submitted by vendor and reserve the right to appoint any third-party. In the event of cancellation of agreement the vendor will assist in smooth migration to new vendor.

6.33 Penalty for Default in Services:

If the vendor fails to install / implement the hosting of website/systems within stipulated time, SIDBI will impose a penalty of 1% of the order value for each week delay attributable to the vendor, subject to maximum of 5% of value of the contract. In case the delay exceeds five weeks, SIDBI reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received from the vendor shall be forfeited.

6.34 Limitation of Liability

Save and except the liability due to IPR infringement, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of under this contract, arising at any time shall not exceed the total contract value.

6.35 Force Majeure:

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or

representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

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

6.36 Resolution of Disputes

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

In case of Dispute or difference arising between the Bank and a Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

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

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

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

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

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

Annexure

Annexure – I Bid Forwarding Letter

Bid Forwarding Letter

(To be submitted on Vendor's letter head)

Date:

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

Dear Sir,

Website Maintenance, Development & Support (sidbi.in & smallB.in)

We, the undersigned, offer to submit our bid in response and accordance with your **tender No. 400/2014/---/BYO/ISD dated ---- 2014**. Having examined the tender document including all annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till **3 months** from the last day for submission of offer (Bid). If our offer is accepted, we undertake to provide Service support as per the above referred RFP, during the period of 3 year i.e., from **February 01, 2014 to January 31, 2017**.

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

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Annexure – II Technical Proposal Format

Particulars to be provided by the bidder in the technical proposal –

Tender no. -----

Section A : General Details

1. Name of the Company : _____
2. MSME Status as per the definition at RfP Section 6.7 <tick appropriate>:
 - Company **does not qualify** the status of MSME.
 - Company **does qualify** the MSME status. Relevant document is attached herewith. <**Please attach MSME registration certificate or a certificate from Chartered Accountant**>.
3. Bank Mandate Form: (please tick appropriate option as the case may be)
 - Already Submitted with SIDBI
 - Being submitted herewith

4. Vendor's Bank Account Details as in Bank Mandate Form :

S.N.	Bank Name and Branch	Account Type / No.	IFSC Code

5. Name of Account Manager for SIDBI: _____

Section B: Contact Details

B.1	Location of Registered office /Corporate office and address	
B.2	Mailing address of the bidder	
B.3	Names and designations of the persons authorized to make commitments to the SIDBI	
B.4	Telephone and fax numbers of contact persons	
B.5	E-mail addresses of contact persons	
B.6	<p><u>Credential :</u> Details of : Description of business and business background, Service Profile & client profile Domestic & International presence Alliance and joint ventures</p>	

Section C: Minimum Eligibility Criteria

SNo	Minimum Eligibility Criteria	Bidders Response	Complied (Yes/No) Should not be left blank	List of Supporting Documents for compliance
Incorporation				
1	The bidder should be a registered company incorporated in India, registered under Company act 1956.			
2	Should be in existence for five years as on 31.03.2013 in Website development & Maintenance field			
3	The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate and PAN number.			
4	The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body.			
Turnover				
5	The company must have minimum annual turnover of Rs. 50 Lakh over the last 3 financial years.	FY 2013/12 : FY 2012/11 : FY 2011/10 :		
Profitability				
6	Company should have positive net worth for all 3 years and profit after tax [PAT] for at least 2 years out of last 3 years.	FY 2013/12 : FY 2012/11 : FY 2011/10 :		
Technical				
7	The company should be certified at minimum ISO 9000 Certified or above.			
8	The solution provider should have office in Mumbai / Navi Mumbai / Thane.			
9	The Solution Provider should have knowledge of guidelines of the regulatory institutions, like – CERT-In, RBI, & Ministry of IT etc. whose recommendations Bank has to comply with time and again			
10	The solution provider should have developed and maintained interactive and bi-lingual websites for BFSI Sector (public/private) OR PSU and must be in operations as on date			
11	The solution provider should have experience involving designing / migration of website of BFSI Sector (public/private) OR PSU as per WCAG 2.0 guidelines (Level AA) and IPV 6 complaint website.			

Minimum Eligibility Criteria

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

SNo	Criteria	Proof to be Submitted
1	The bidder should be a registered company incorporated in India, registered under Company act 1956.	Copy of registration certificate to be enclosed.
2	Should be in existence for five years as on 31.03.2013 in software development field	Certificate of Incorporation/CA Certificate to be furnished
3	The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate and PAN number.	Copies of Sales Tax / VAT / Service tax / PAN to be enclosed.
4	The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body.	Declaration by the company
5	Company should have positive net worth for all 3 years and profit after tax [PAT] for at least 2 years out of last 3 years.	Audited Balance sheet to be submitted If audited balance sheet is not finalised for FY 2013, CA certified provisional / un-audited may be furnished. However, audited balance sheet for FY 2013 to be submitted by the successful bidder latest by March 1, 2014.
6	The company must have minimum annual turnover of Rs. 50 Lakhs over the last 3 financial years	Supporting the fact the bidder should furnish auditor's certificate for last three years ending March' 2012.
7	The company should be certified at minimum ISO 9000 Certified	Copy of the same is to be attached
8	The solution provider should have office in Mumbai / Navi Mumbai / Thane.	Declaration by the company.
9	The solution provider should have developed and maintained interactive and bi-lingual websites for BFSI Sector (public/private) OR PSU organization and must be in operations as on date	Proof of same to be attached by way of Purchase Order or Project Completion Certificate from the customer by mentioning the time frame clearly. Project Details & References from the companies to be provided in the format mentioned below
10	The solution provider should have experience involving designing / migration of website of BFSI Sector (public/private) OR PSU organization as per WCAG 2.0 guidelines (Level AA) and IPV 6 compliant website.	Proof of same to be attached by way of Purchase Order or Project Completion Certificate from the customer by mentioning the time frame clearly Project Details & References from the companies to be provided in the format mentioned below

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

Section D: Technical Evaluation

S N	Criteria /Parameters	Marks	Scoring Methodology
1	Credentials	15	
	a	5	Evaluation based on richness of experience as provided through case studies
	b	5	Demonstration of in-depth understanding of the Bank's project requirements through the technical proposals
	c	5	<ul style="list-style-type: none"> Full marks if criteria met Nil : Others
2	Website Maintenance Experience	15	
	a	10	<ul style="list-style-type: none"> If experienced for 3 or above BFSI Sector (public/private) OR PSU organization – 10 Marks If experienced up-to 2 BFSI Sector (public/private) OR PSU organization – 7 Marks If experienced for 1 BFSI Sector (public/private) OR PSU organization – 4 Marks
	b	5	<ul style="list-style-type: none"> Full marks if criteria met Nil : Others
3	Experience for WCAG 2.0	10	
	a	10	<ul style="list-style-type: none"> If experienced for 2 or above BFSI Sector (public/private) OR PSU organization – 10 Marks If experienced for 1 BFSI Sector (public/private) OR PSU organization – 5 Marks
4	Experience for IPV 6	10	
	a	10	<ul style="list-style-type: none"> If experienced for 2 or above BFSI Sector (public/private) OR PSU organization – 10 Marks If experienced for 1 BFSI Sector (public/private) OR PSU organization – 5 Marks
5	Experience for Open Source Technology	20	
	a	20	<ul style="list-style-type: none"> If experienced for 2 or above installation for Institutions – 20 Marks If experienced for 1 installation – 10 Marks
5	Customer Feedback	30	

S N	Criteria /Parameters	Marks	Scoring Methodology
a	Case Study Certificate for satisfactory service rendered for development or maintenance or hosting of the website has to be submitted from bank / Financial Institutions / PSU clients	30	<ul style="list-style-type: none"> ▪ 5 Marks for each submitted case study fulfilling the defined criteria. ▪ Nil Others
Total		100	

Note:

The Bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credential

Format for Details of Projects Reference:

SNo	Client Name and Location, Contact Details (Name, Designation, organisation, Address, mobile, phone, e-mail)	Name of the Project	Project Start and End Date	Scope / Description of the Project	Order Value (in ₹ Lakhs) Proof / Details	Technology
1						
2						
3						

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that SIDBI can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if SIDBI observes any misrepresentation of facts on any matter at any stage, SIDBI has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of three months, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that SIDBI will have the right to disqualify us in case of any such deviations.

Annexure – III Commercial Bid Format

The Website Hosting, development & Maintenance is required to be rendered on Fixed cost basis during the mentioned duration of this project i.e. mutually agreed date preferably from January 01, 2014.

No.	Service Categories as given in scope of work	Annual Cost (₹)			
		Year 1	Year 2	Year 3	Total
1	Website Maintenance, Development & Support				
2	Application / New Features Development (Efforts for 2 man month)				
	Total [A]				
	Taxes and levies [B]				
Total cost for the period of Three year (C=A+B)					

Note: Bidders are requested to note the following:

- TDS will be deducted as per rules applicable.
- In case of any deviation in general terms and conditions, bids would be liable for rejection.

Date
Place

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

Annexure – IV Power of Attorney Power of Attorney

(To be executed on non-judicial stamp paper)

Certified copy of Board resolution may also be submitted

BY THIS POWER OF ATTORNEY executed on _____, 2012, We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint **<Name>**, **<Employee no.>**, **< Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Small Industries Development Bank of India' ("SIDBI") relating to 'Request for proposal **No. 400/2014/___/BYO/ISD dated January 16, 2014** for "**Website Maintenance, Development & Support (sidbi.in & smallB.in)**" and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of
Directors of

WITNESS:
Signature of _____

Attested

Annexure – V Bank Mandate Form

बैंक अधिदेश फॉर्म / BANK MANDATE FORM

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

(कृपया सूचनाएँ साफ अक्षरों में भरें। जहाँ-कहीं लागू हो, उस पर सही का निशान लगाएँ।)
(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का नाम

Name of Borrower / vendor / bidder : _____

विक्रेता का कूट Vendor Code (if applicable) _____

2. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का पता

Address of the Borrower / vendor / bidder:

नगर/City _____ पिनकोड Pin Code _____

ई-मेल आईडी /E-mail id: _____

एसटीडी कूट के साथ दूरभाष सं./Phone No. with STD code: _____

मोबाइल सं./Mobile No.: _____

स्थायी खाता संख्या/Permanent Account Number _____

एमएसई पंजीकरण/सीए प्रमाणपत्र/MSE Registration / CA Certificate

(यदि लागू हो/if applicable)

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

हिताधिकारी का नाम Beneficiary Name			
बैंक का नाम Bank Name	शाखा का नाम Branch Name		
शाखा का स्थान Branch Place	शाखा का नगर Branch City		
पिनकोड PIN Code	शाखा कूट Branch Code		
एमआईसीआर सं. MICR No.			
खाते का स्वरूप Account type	बचत/Saving	चालू/Current	नकद उधार Cash Credit

खाता सं. Account No.	(जैसी चेकबुक में अंकित है) (as appearing in the Cheque book)																			
(बैंक से आपूर्त एमआईसीआर¹ चेक पर अंकित कूट संख्या। कृपया यह सुनिश्चित करने के लिए कि बैंक का नाम, शाखा का नाम एवं कूट तथा खाता संख्या सही है, अपने बैंक का निरस्त किया हुआ चेक संलग्न करें) (Code number appearing on the MICR ¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)																				
आईएफएससी कूट ² CODE ²	आरटीजीएस अंतरण के लिए For RTGS transfer			एनईएफटी अंतरण के लिए For NEFT transfer																

4. अधिदेश के प्रभावी किए जाने की तिथि

Date from which the mandate should be effective :

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

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

स्थान/Place : _____

दिनांक/Date : _____ पार्टी/प्राधिकृत हस्ताक्षरकर्ता के
हस्ताक्षर

Signature of the party / Authorized Signatory

.....
.....

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

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

बैंक की मुहर/Bank's stamp :

दिनांक/Date :

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर)

(Signature of the Authorized Official from the Banks)

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

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

1.2: आईएफएससी/एमआईसीआर के बारे में टिप्पणी

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

1.2: Note on IFSC / MICR

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

Annexure VI – Performance Guarantee Format

Performance Bank Guarantee

(To be executed on non-judicial stamp paper)

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

BANK GUARANTEE

Small Industries Development Bank of India

SIDBI Tower

15, Ashok Marg

Lucknow - 226001

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

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written

demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.

2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of _____ only as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the contract entered into by it with SIDBI for providing IT Infrastructure Management Services and Support Maintenance Services to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Agreement during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Agreement have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Agreement (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____
6. The liability under this guarantee is restricted to ₹ _____ (Rupees _____) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank &

address) _____ on or before (date) _____
all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.

7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____ Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) _____ under this guarantee is restricted to a maximum total amount of ₹ _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating

to ₹ _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)”

15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Mumbai

In witness where of we have set and subscribed our hand and seal thisday of2014 .

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

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

Annexure – VII Letter of Competence

Letter of Competence

(To be executed on a non judicial stamp paper)

RfP No : dated

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

We certify that the quality and number of resources to be deployed by us for implementation will be adequate to deliver the services professionally and competently within the prescribed Service Level Agreements (SLAs).

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

Thanking you,

Yours sincerely,

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

Annexure – VIII Non-disclosure Agreement

NON-DISCLOSURE AGREEMENT

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute "Website Maintenance, Development & Support (sidbi.in & smallB.in) as per scope defined in the Request for Proposal (RfP) No. dated..... for Small Industries Development Bank of India, having its registered office, hereinafter referred to as the BANK and,

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

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

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

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

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

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on

behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name:

Designation:

Office Seal:

Annexure – IX EMD / Performance Security Form

EMD / PERFORMANCE SECURITY FORM

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

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

WHEREAS (Name of Vendor) (hereinafter called the "the Vendor") has undertaken, in pursuance of Request for Proposal (RFP) No. **400/2014/...../BYO/ITV dated January....., 2014** for the "**Website Maintenance, Development & Support (sidbi.in & smallB.in)**" (herein after called the "the RFP") to you.

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

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

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

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

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

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

hereunder in whole or in part, including and whether or not known to us or you:

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

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

This guarantee is valid until the day of **<validity date>** and a claim in writing is required to be presented to us within one months from **<validity date>** i.e. on or before **<claim period>** failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

.....

End of Document