



भारतीय लघु उद्योग विकास बैंक  
Small Industries Development Bank of India

“इंडिया एस.एम.ई सर्विसेस प्लैटफॉर्म” की वेब होस्टिंग सेवाएँ के लिए  
प्रस्ताव का आमंत्रण

REQUEST FOR PROPOSAL (RFP)  
FOR WEB HOSTING SERVICES of “INDIA SME SERVICES PLATFORM”

उद्यमीमित्रा उदभाग  
भारतीय लघु उद्योग विकास बैंक  
तृतीय तल, आत्मा राम हाउस, 1, टोल्स्टोय मार्ग,  
नई दिल्ली - 110001

UDYAMIMITRA VERTICAL  
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
3<sup>rd</sup> FLOOR, ATMA RAM HOUSE, 1, TOLSTOY MARG,  
NEW DELHI - 110001

(निविदा सं: UV/05012021/OUT/08451 दिनांक 06 जनवरी 2021)  
(RFP No: UV/05012021/OUT/08451 dated 06<sup>th</sup> January 2021)

वेबसाइट / Website:  
[www.sidbi.in](http://www.sidbi.in)

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

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.



### Important Clarifications

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

1. ‘Bank’ or ‘SIDBI’ means ‘Small Industries Development Bank of India’.
2. ‘Bidder’ means the respondent to the RFP document.
3. ‘Successful Bidder’ refers to the bidder who gets selected by the bank after completion of evaluation process.
4. ‘Service provider’ means the Bidder selected out of this RFP and contracted to provide the services as per scope of this RFP.
5. ‘RFP’ or ‘Tender’ means the Request For Proposal document.
6. ‘Bid’ may be interchangeably referred to as ‘Offer’.
7. ‘Authorised Signatory’ of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.
8. Market place means a digital platform where MSME applicants, lenders and service providers converge.
9. For the purpose of this RFP, “Website”/ “Portal” / “Platform” / “Web-Portal” refer to portal / platform to be developed & maintained to educate, improve access & monitor all MSME related activities (an initiative towards digitizing inclusive access to enterprise ecosystem to ease credit access) including any associated portal / mobile apps which may arise out of evolving requirement of the portal.

Acronym	Description
BG	Bank Guarantee
EMD	Earnest Money Deposit
EOI	Expression of Interest
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
TAT	Turn-Around-Time
SIDBI	Small Industries Development Bank of India

**निविदा महत्वपूर्ण सूचना / Bid Critical Information**

(RFP No: UV/05012021/OUT/08451 / dated January 06, 2021)

क्र.सं./ S.No.	कार्यक्रम/ Events	तिथि/ Date	समय/ Time
1	पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि/ Last date for seeking clarifications for pre-bid meeting	11 <sup>th</sup> January 2021	सायं 5:00 बजे तक by 05:00 PM
2	पूर्व – बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा)/ Pre Bid meeting (no clarifications would be given after pre-bid meeting)	15 <sup>th</sup> January 2021	सायं 03:00 बजे at 03:00 PM
3	बोली जमा करने की अंतिम तिथि/ Last date for submission of bids	29 <sup>th</sup> January 2021	सायं 5:00 बजे तक by 5:00 PM
4	बोली जमा करने एवं पूर्व – बोली बैठक का पता / Address for Bid Submission & Pre-bid Meeting Please refer to S.No. 2.6 of this RfP		
5	न्यूनतम व तकनीकी बोली खोलने की तिथि व समय/ Date & Time of Opening of Minimum Eligibility bid & Technical bid	<b>Not Applicable</b> <b>(Soft copies of the Bids are to be submitted through Emails only)</b>	
6	वाणिज्यिक बोली खोलने की तिथि व समय/ Date and time of opening of commercial bids	बाद में सूचित किया जाएगा To be intimated at a later date	
7	बोली के वैधता/ Bid Validity	बोली जमा करने की अंतिम तिथि से 90 दिन तक / 90 days from the last date of bid submission.	
8	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	बाद में सूचित किया जाएगा To be intimated at a later date	
9	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण		
	<b>Amit Nagar, AGM-IT</b> <b>amitnagar@sidbi.in</b> 011-23442456	<b>Neeraj Verma, Manager</b> <b>neerajverma@sidbi.in</b> 011-23448407	
10	Independent External Monitor (IEM) appointed by the CVC	Sh. Nageshwar Rao Koripalli, IRS(Retd.) Address : 38, The Trails, Manikonda, R.R. District, Hyderabad – 500089 Email id : <a href="mailto:knageshwarrao@gmail.com">knageshwarrao@gmail.com</a> Mobile No. : 97889 19555	

**Note:**

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website.
2. This bid document is not transferable.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

\*\*\*\*\*

## Table of Contents

<b>1. INTRODUCTION AND DISCLAIMERS.....</b>	<b>9</b>
1.1 PREFACE.....	9
1.2 INFORMATION PROVIDED .....	9
1.3 FOR RESPONDENT ONLY .....	9
1.4 DISCLAIMER .....	9
1.5 COSTS TO BE BORNE BY RESPONDENTS .....	9
1.6 NO LEGAL RELATIONSHIP .....	9
1.7 RECIPIENT OBLIGATION TO INFORM ITSELF.....	9
1.8 EVALUATION OF OFFERS .....	9
1.9 ACCEPTANCE OF SELECTION PROCESS .....	10
1.10 ERRORS AND OMISSIONS .....	10
1.11 ACCEPTANCE OF TERMS .....	10
1.12 REQUESTS FOR PROPOSAL .....	10
1.13 NOTIFICATION .....	10
<b>2. RFP RESPONSE .....</b>	<b>11</b>
2.1 BID PRICE .....	11
2.2 EARNEST MONEY DEPOSIT (EMD).....	11
2.3 RFP CLOSING DATE.....	11
2.4 RFP VALIDITY PERIOD .....	11
2.5 LATE RFP POLICY .....	12
2.6 RECEIVING OF RFP RESPONSE.....	12
A. INSTRUCTIONS FOR BID SUBMISSION.....	12
B. EMD & TENDER FEE PAYMENT .....	13
2.7 REQUESTS FOR INFORMATION.....	13
2.8 PRE-BID MEETING .....	14
2.9 DISQUALIFICATION .....	14
2.10 SELECTION PROCESS.....	14
2.11 DETAILS OF BIDS TO BE SUBMITTED.....	14
2.12 IMPORTANT POINTS FOR BID SUBMISSION.....	15
<b>3. SCOPE OF THE SERVICES .....</b>	<b>16</b>
3.1 HOSTING OF THE EXISTING PORTAL / WEBSITE AND ITS MANAGEMENT .....	16
3.2 GENERAL CLOUD REQUIREMENTS.....	17
3.3 DATA CENTER AND DR SITE HOSTING INFRASTRUCTURE TECHNICAL REQUIREMENTS .....	18
3.4 DISASTER RECOVERY MANAGEMENT.....	19
3.5 CLOUD SERVICE PROVISIONING REQUIREMENTS.....	20
3.6 DATA MANAGEMENT .....	20
3.7 OPERATIONAL MANAGEMENT .....	21
3.8 COMPATIBILITY REQUIREMENTS .....	21
3.9 CLOUD NETWORK REQUIREMENT .....	21
3.10 CLOUD DATA CENTER SPECIFICATIONS .....	21
3.11 CLOUD STORAGE SERVICE REQUIREMENTS.....	22
3.12 PORTAL SECURITY.....	22
3.13 PENALTY FOR NON-COMPLIANCE OF PORTAL SECURITY AUDIT .....	23
3.14 CLOUD SECURITY REQUIREMENTS .....	23
3.15 VIRTUAL MACHINE SPECIFICATIONS .....	24
3.16 CLOUD RESOURCE AND NETWORK MONITORING .....	24
3.17 APPLICATION PERFORMANCE MONITORING (APM) .....	25
3.18 BACKUP SERVICES.....	26
3.19 WEB APPLICATION FIREWALL (WAF) AS SERVICE .....	27
3.20 MALWARE MONITORING SERVICES, APPLICATION AUDIT, EXTERNAL VULNERABILITY ASSESSMENT SERVICE .....	27
3.21 DATABASE SUPPORT SERVICE .....	29

3.22	MANAGED SERVICES .....	29
3.23	HELPDESK SUPPORT FROM CLOUD SERVICE PROVIDER.....	30
3.24	SMS AND E-MAIL SERVICE.....	31
3.25	TECHNICAL ARCHITECTURE OF THE PROPOSED PLATFORM.....	32
3.26	APPLICATION ARCHITECTURE OF THE APPLICATION .....	33
3.27	MOBILE PLATFORM ARCHITECTURE.....	33
3.28	TECHNICAL REQUIREMENTS OF THE PORTAL .....	34
3.29	PROPOSED INITIAL CONFIGURATION OF VIRTUAL PRIVATE CLOUD AT DC:.....	35
3.30	UPSCALING / DOWNSCALING OF INFRASTRUCTURE.....	41
3.31	RESPONSE TIME.....	41
3.32	PAYMENT TRANSACTION RESPONSE TIME .....	41
3.33	PROJECT GOVERNANCE AND MANAGEMENT .....	41
3.34	IT ASSETS AND INTELLECTUAL PROPERTIES (IP) OWNERSHIP.....	42
<b>4.</b>	<b>ELIGIBILITY CRITERIA .....</b>	<b>43</b>
<b>5.</b>	<b>EVALUATION METHODOLOGY .....</b>	<b>45</b>
5.1	OBJECTIVE.....	45
5.2	EVALUATION PROCESS.....	45
5.2.1	<i>Evaluation process.....</i>	45
5.2.2	<i>Opening of Minimum Eligibility and Technical Bids.....</i>	45
5.2.3	<i>Preliminary Examination .....</i>	45
5.2.4	<i>Evaluation of Eligibility Criteria.....</i>	46
5.2.5	<i>Evaluation of Technical Bids .....</i>	46
5.2.6	<i>Commercial Bid .....</i>	48
5.2.7	<i>Evaluation of Commercial Bids .....</i>	48
5.2.8	<i>Final Selection of Eligible Bidder .....</i>	48
5.2.9	<i>Negotiations, Contract Finalization and Award.....</i>	49
5.2.10	<i>Payment Schedule for SIDBI.....</i>	49
<b>6.</b>	<b>TERMS AND CONDITIONS .....</b>	<b>50</b>
6.1	GENERAL.....	50
6.1.1	<i>Definitions.....</i>	50
6.1.2	<i>Location .....</i>	50
6.1.3	<i>Relation between the Parties.....</i>	50
6.1.4	<i>Rights and obligations .....</i>	50
6.1.5	<i>Language.....</i>	50
6.1.6	<i>Corrupt and fraudulent practice.....</i>	51
6.1.7	<i>Pre Contract Integrity Pact (IP) .....</i>	51
6.1.8	<i>Applicable laws.....</i>	51
6.1.9	<i>Grievances Redressal Mechanism.....</i>	52
6.1.10	<i>Deployment of resources .....</i>	52
6.1.11	<i>Miscellaneous .....</i>	52
6.2	BID CONDITIONS.....	52
6.2.1	<i>Bid Conditions.....</i>	52
6.2.2	<i>Clarification of Bids .....</i>	52
6.2.3	<i>Amendment to the bidding document .....</i>	53
6.2.4	<i>Language of Bid .....</i>	53
6.2.5	<i>Commercial Bid .....</i>	53
6.2.6	<i>Earnest Money Deposit (EMD) .....</i>	53
6.2.7	<i>Procurement Policy on Micro and Small Enterprises (MSEs) .....</i>	54
6.2.8	<i>Period of Validity of Bids .....</i>	54
6.2.9	<i>Deadline for submission of Bids.....</i>	54
6.2.10	<i>Late Bids.....</i>	54
6.2.11	<i>Modification And/ Or Withdrawal of Bids .....</i>	55
6.2.12	<i>Opening of Technical Bids by the Bank.....</i>	55
6.2.13	<i>Clarification of bids.....</i>	55

6.2.14	<i>Preliminary Examinations</i> .....	55
6.2.15	<i>Bid Evaluation</i> .....	56
6.2.16	<i>Arithmetic errors correction</i> .....	56
6.2.17	<i>No Commitment to Accept Lowest or Any Offer</i> .....	56
6.2.18	<i>Conditional Bids</i> .....	56
6.2.19	<i>Contacting the Bank</i> .....	56
6.2.20	<i>Award of Contract</i> .....	56
6.2.21	<i>Miscellaneous</i> .....	57
6.3	COMMENCEMENT, COMPLETION, TERM AND TERMINATION.....	57
6.3.1	<i>Commencement of Services</i> .....	57
6.3.2	<i>Termination of Contract</i> .....	57
6.3.2.1	By SIDBI.....	57
6.3.2.2	By the successful Bidder.....	58
6.3.2.3	Cessation of Services.....	58
6.3.2.4	Payment upon Termination.....	58
6.3.2.5	Disputes about Events of Termination.....	59
6.3.3	<i>Project Closure</i> .....	59
6.3.4	<i>Force Majeure</i> .....	59
6.3.4.1	Definition.....	59
6.3.4.2	No breach of Agreement.....	59
6.3.4.3	Delay, Penalty and Termination.....	59
6.3.5	<i>Indemnity</i> .....	60
6.3.6	<i>Limitation of liabilities</i> .....	60
6.3.7	<i>Waiver</i> .....	61
6.3.8	<i>Violation of terms</i> .....	61
6.4	OBLIGATIONS OF THE BIDDER.....	61
6.4.1	<i>Ownership of Delivered Product / Services</i> .....	61
6.4.2	<i>Confidentiality</i> .....	61
6.4.3	<i>Subcontracts</i> .....	61
6.4.4	<i>Standards of Performance</i> .....	62
6.4.5	<i>IPR Infringement</i> .....	62
6.4.6	<i>Accounting, Inspection and Auditing</i> .....	62
6.4.6.1	Rights to Visit.....	62
6.4.7	<i>Publicity</i> .....	63
6.4.8	<i>Statutory &amp; Regulatory Compliance</i> .....	63
6.4.9	<i>Conflict of Interests and Non Compete</i> .....	63
6.4.10	<i>Documents prepared by the Bidder to be the Property of the “SIDBI”</i> .....	64
6.5	OBLIGATIONS OF SIDBI.....	64
6.5.1	<i>Assistances in Clearances</i> .....	64
6.5.2	<i>Access to Land and Property</i> .....	64
6.5.3	<i>Payment</i> .....	64
6.5.4	<i>Intellectual Property Rights</i> .....	64
6.6	PAYMENT AND PENALTY.....	64
6.6.1	<i>Terms of Payment</i> .....	64
6.6.2	<i>Payment in case of termination of projects</i> .....	65
6.6.3	<i>Taxes and Duties</i> .....	65
6.6.4	<i>Performance Bank Guarantee (PBG)</i> .....	65
6.6.5	<i>Forfeiture of performance security</i> .....	66
6.6.6	<i>Penalty for Default in Services</i> .....	66
6.7	SETTLEMENT OF DISPUTES.....	66
6.7.1	<i>Amicable Settlement</i> .....	66
6.7.2	<i>Dispute Resolution</i> .....	66
6.7.3	<i>Arbitration</i> .....	66
6.7.4	<i>GENERAL</i> .....	67
6.7.5	<i>Notices</i> .....	68
6.7.6	<i>Severability</i> .....	68
6.7.7	<i>Survival</i> .....	68

Appendix-I - Severity, Priority and SLAs for platform maintenance.....70

<b>7. ANNEXURES .....</b>	<b>73</b>
7.1 ANNEXURE – I : BID COVERING LETTER .....	73
7.2 ANNEXURE – II : GENERAL INFORMATION ABOUT BIDDER.....	74
7.3 ANNEXURE –III : RESPONSE TO THE ELIGIBILITY CRITERIA .....	76
7.4 ANNEXURE – IV : TECHNICAL BID .....	79
7.5 ANNEXURE – V : DECLARATION REGARDING CLEAN TRACK RECORD.....	81
7.6 ANNEXURE – VI : LETTER OF COMPETENCE .....	82
7.7 ANNEXURE – VII : POWER OF ATTORNEY.....	83
7.8 ANNEXURE – VIII : LETTER OF CONFORMITY.....	84
7.9 ANNEXURE – IX : PERFORMANCE BANK GUARANTEE .....	85
7.10 ANNEXURE – X : COMMERCIAL BID – COVERING LETTER.....	88
7.11 ANNEXURE – XI : COMMERCIAL BID .....	89
7.12 ANNEXURE – XII : NON-DISCLOSURE AGREEMENT.....	92
7.13 ANNEXURE – XIII : BANK MANDATE FORM.....	93
7.14 ANNEXURE – XIV : STATEMENT OF DEVIATIONS .....	95
7.15 ANNEXURE – XV : RESOURCE CREDENTIALS .....	96
7.16 ANNEXURE – XVI : PRE CONTRACT INTEGRITY PACT.....	97
7.17 ANNEXURE – XVII : TECHNICAL COMPLIANCE DECLARATION .....	102
END OF RFP DOCUMENT .....	102



# **1. Introduction and Disclaimers**

## **1.1 Preface**

This request for proposal document ('RFP document' or 'RFP') has been prepared solely for the purpose of enabling SIDBI to select an agency / firm / Service Provider for “**Web Hosting Services of India SME Services Platform**”. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

## **1.2 Information Provided**

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

## **1.3 For Respondent only**

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

## **1.4 Disclaimer**

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

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

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

## **1.6 No Legal Relationship**

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

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

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

## **1.8 Evaluation of Offers**

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review

carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

**1.9 Acceptance of Selection Process**

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

**1.10 Errors and Omissions**

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

**1.11 Acceptance of Terms**

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

**1.12 Requests for Proposal**

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

Contact : Amit Nagar  
Position : Asstt. General Manager  
Email : amitnagar@sidbi.in  
Telephone : +91-11-23448456

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

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

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

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

**1.13 Notification**

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

## 2. RFP Response

### 2.1 Bid Price

1. Non-refundable **Bid Price of Rs. 1,180/- (Rupees One Thousand One Hundred and Eighty only) (including GST)** to be paid to ‘**Small Industries Development Bank of India**’ as per instructions at **S.No. 2.6 of this RfP**, along with RFP response.
2. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSEs may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
4. Bidder is required to inform its MSME status as per following revised definition of MSME w.e.f. July 01, 2020, if applicable (as per the notification issued by the Govt. of India)

MSME Classification (Manufacturing Enterprises and Enterprises Rendering Services)*		
Enterprise Category	Investment in Plant & Machinery or Equipment	Annual Turnover
Micro	Not more than Rs. 1 Crore	Not more than Rs. 5 Crore
Small	Not more than Rs. 10 Crore	Not more than Rs. 50 Crore
Medium	Not more than Rs. 50 Crore	Not more than Rs. 250 Crore

\*As per the revised Classification w.e.f. 1st July 2020, MSMEs are now defined on the basis of Composite Criteria of “Investment in Plant & Machinery / equipment and Annual Turnover”.

Note:

It is clarified that the proof of document (UAM / NSIC Certificate, etc. as applicable) submitted by the bidder along-with the bid document shall only be considered for the purpose of checking & establishing the MSE status of the bidder.

5. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

### 2.2 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit. Details of the EMD are given in section 6.2.6. MSEs are exempted from submission of EMD.

### 2.3 RFP Closing date

RFP Response should be received by SIDBI not later than the time and date mentioned in ‘Bid Critical Information’ section.

### 2.4 RFP Validity Period

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

## 2.5 Late RFP Policy

Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened.

## 2.6 Receiving of RFP Response

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

### a. Instructions for Bid Submission

- Considering the Pandemic Situation due to COVID-19 in the country, the interested bidders shall submit the Bids / Proposals **through email only** in place of physical submission. **No Physical submission of the bids shall be entertained.**
- **While submitting the soft copies of the bids, the bidder shall prepare three (03) zip files as per the following for submission to SIDBI through email:**
  - Zip File 01 - Minimum Eligibility Bid.zip (containing all the necessary information / templates / annexure to be provided as per the tender document)
  - Zip File 02 - Technical Bid.zip (containing all the necessary information / templates / annexure to be provided as per the tender document)
  - Zip File 03 - Commercial Bid.zip (as per the format provided in the tender)

#### **Note:**

- (i) In case the file size of the Zip File 01 and Zip File 02 (as above) is very high and the bidders faces any challenges in sending these files (as attachments) in the mail, the bidder may also opt for providing the “One Drive” or “Google Drive” downloadable link (without any restriction / authorization required) for these zip file in the mail along-with “Zip File 03 – Commercial Bid.zip”.
  - (ii) It is clarified that the Zip File 03 – Commercial Bid.zip should mandatorily to be enclosed in the mail and should not be provided through a downloadable link.
  - (iii) The multiple mails for submitting the bids should be avoided.
  - (iv) Minimum Eligibility Bid and Technical Bid should be signed & stamped (digital signatures are also accepted) by the authorised signatory.
  - (v) Commercial Bid should be signed & stamped by the authorised signatory.
- The soft copies of the bids (as per the instructions indicated above) should be submitted to the following email ids only:
    - amitnagar@sidbi.in
    - neerajverma@sidbi.in
  - The bids received within the deadline i.e. **29<sup>th</sup> January 2021 (1700 hrs)** shall only be considered for further evaluation. It is clarified that any delay / lag due to connectivity of for whatsoever reason leading to delay in submission of the proposal shall not be accepted by SIDBI.

**Bidder to ensure that the proposals reaches to SIDBI Inbox through email before the deadline i.e. 29<sup>th</sup> January 2021 (1700 hrs).** In the event of non-receipt of bids/proposals by SIDBI within the said timeline, any clarifications / proof submitted claiming the submission of the bid within the deadline by the bidder shall not be considered.

- **Regarding “Commercial bid” submission**

The soft copy of the commercial bid (Zip File 03 - Commercial Bid.zip) should be in the **.pdf** format (**non-editable version**) only and should be **“Password Protected”**.

The password to open the commercial bids shall be shared by the Bidders at the time of opening of the commercial proposals. The commercial proposals shall be opened only for the technically qualified bidders. The commercial bid in any other format and not meeting the above criteria shall not be accepted and the bidder shall be considered as **“Disqualified”**.

Further, it is also mentioned that the option / facility opted for submission of the soft copy of the bids is being provided by SIDBI due to the present COVID 19 pandemic situation.

SIDBI shall not be responsible for any claim by any of the bidder with regard to the cracking of the password or etc. in respect of the commercial bid.

Further, it is also clarified that at the time of opening of the commercial bid, if the bid file does not open or shows some error like “invalid file” or “corrupted file” or “Wrong Password” or any other reason, that bid shall not be considered for further evaluation and shall be considered as **“Invalid Bid”** and the respective bidder shall automatically be disqualified for the further evaluation stage.

Commercial Bid should be duly signed & stamped by the authorised signatory.

b. **EMD & Tender Fee Payment**

The interested bidders shall make the payment towards EMD & Tender Fee through Online Mode in the following account of SIDBI (through RTGS / NEFT).

Name of the A/c Holder	:	Small Industries Development of India (SIDBI)
A/c Number	:	37832223406 (CA)
Bank Name	:	State Bank of India (SBI)
Branch Name	:	K.G. Marg, Connaught Place, New Delhi 110001
IFSC Code	:	SBIN0050191

Upon making necessary payment, the bidder is required to submit the proof of the payment towards Tender Fee & EMD (Receipt Generated along-with Ref. No.) along-with the proposal. Bidder exempted from the Tender Fee & EMD (as per the provisions) shall be required to submit the MSE Registration Certificate to support the exemption.

**It may be mentioned that Non-submission of the requisite document shall lead to rejection of the proposal by SIDBI.**

**2.7 Requests for information**

Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing or through e-mail by the time mentioned in ‘Bid Critical Information’ section before.

**No query / clarification would be entertained over phone.**

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

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

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

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

## 2.8 Pre-Bid Meeting

The Bank shall hold a pre-bid meeting on the date and time mentioned in ‘**Bid Critical Information**’ section above.

**The Bank shall hold an Online pre-bid meeting over “Skype For Business” or “Microsoft Team” on the date and time mentioned in ‘Critical Information’ section above.**

Purpose of the meeting is to bring clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.

It would be the responsibility of the Bidders representatives (only one person per bidder) to join the online pre-bid meeting.

**The interested bidder are advised to submit the details of the Nodal Officer (Name, Official Email ID, Mobile Number) to participate in the pre-bid meeting. While sending the clarifications / queries to SIDBI, the interested bidders can indicate the details of the nodal officers in the same mail also.**

The Bank shall send meeting invite only to the person(s) whose details have been shared with the Bank. In case, the meeting invite is not received by any of the designated representatives latest by **1200 hrs of the scheduled date of pre-bid meeting**, he/ she should mail to Bank's designated officials whose details are given in ‘Critical Information’ sheet.

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

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

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

## 2.9 Disqualification

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

## 2.10 Selection process

Successful Bidder will be selected through three bids evaluation process :

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

## 2.11 Details of Bids to be Submitted

1. Bidders are required to submit their responses as per instructions given at S.No. 2.6 of this RfP.

**Table 2-1 Submission of Bids**

S.No.	Bid Contents
<b>I</b>	<p><b>Minimum Eligibility Bid</b></p> <ul style="list-style-type: none"> <li>• Bid Covering letter as per format prescribed in <b>Annexure-I</b></li> <li>• General Information about Bidder as prescribed in <b>Annexure-II</b></li> <li>• Response to Minimum Eligibility Bid as per format prescribed in <b>Annexure-III</b></li> <li>• Proof of the payment towards Tender Fee (Receipt Generated along-with Ref. No.) towards bid price</li> <li>• Proof of the payment towards Earnest Money Deposit (EMD) (Receipt Generated along-with Ref. No.) If exempted, the supporting document for the same to claim and take the benefit of the exemption.</li> <li>• Declaration regarding clean track record, as per format prescribed in <b>Annexure-V</b>.</li> <li>• Letter of competence as per format prescribed in <b>Annexure-VI</b>.</li> <li>• Bank Mandate Form as per format prescribed in <b>Annexure-XIII</b>.</li> <li>• Pre Contract Integrity Pact as per format prescribed in <b>Annexure-XVI</b></li> </ul>
<b>II</b>	<p><b>Technical Bid</b></p> <ul style="list-style-type: none"> <li>i. Response to Technical Bid as per format prescribed in <b>Annexure-IV</b></li> <li>ii. Power of Attorney as per format prescribed in <b>Annexure-VII</b>.</li> <li>iii. Letter of Conformity as per format prescribed in <b>Annexure-VIII</b>.</li> <li>iv. Non-disclosure Agreement as per format prescribed in <b>Annexure-XII</b>.</li> <li>v. Statement of Deviation as per format prescribed in <b>Annexure-XIV</b></li> <li>vi. Resource credentials as per format prescribed in <b>Annexure-XV</b></li> </ul>
<b>III</b>	<p><b>Commercial Bid</b></p> <ul style="list-style-type: none"> <li>i. Commercial Bid Covering Letter as per format prescribed in <b>Annexure-X</b></li> <li>ii. Response to Commercial Bid as per format prescribed in <b>Annexure-XI</b>.</li> </ul>

### 2.12 Important Points for Bid Submission

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

1. Authorised signatory must digitally 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 respondents
3. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
4. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
5. The RFP is floated on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP) - <https://eprocure.gov.in/cppp/> and Indian Trade Journal. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be posted on SIDBI website. Bidders must have close watch on SIDBI website during the intervening period before submitting response to RFP.
6. The bidder cannot quote for the project in part.
7. Each bidder shall submit only one proposal.

### 3. Scope of the services

SIDBI intends to select a Service Provider for managed support and hosting of its newly envisaged “**India SME Services Platform**” for the purpose which may arise out of the evolving requirement of this portal.

The proposed solution shall be scalable, extensible, highly configurable, secure and very responsive and shall support integration and interfacing with other software and solutions (existing legacy and acquired in future), developed or used by SIDBI or its partner / associate institutions and / or other stakeholders.

Data-Center should be well equipped with intrusion detection & protection systems, firewalls, system management solutions & tools, back-up & restore solutions, monitoring tools, network load balancer for applicable servers and network layer security to isolate the SIDBI production & test environment from other customers.

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

- a) The selected Bidder will have to provide web / portal hosting, help desk facility and maintenance support (as stated above) in an uninterrupted manner during the complete tenure of the contract period. The DR setup is required to be completed **within 15 DAYS** after advice from SIDBI, during which the portal shall continue to be in operation.
- b) Bidder is required to arrange for cloud-based hardware infrastructure to host the proposed solution. Infrastructure will include, but not limited to, server, security, network, storage, access of the solution through the internet. Licenses required for Operating system, database, web/ application server etc., if any, pertaining to INDIA SME portal shall be procured by bidder as per the component rates mentioned in their respective commercial bids; the installation and implementation of all these licenses shall be task of bidder. In case any additional software licenses are required, the same must be procured by the Bidder at rates agreed as per the contracted rates with the selected bidder
- c) Provide hosting facility for both primary and DR site. **DR specific details are provided in section [Disaster Recovery Management]**
- d) Bidder is required to arrange for cloud-based hardware infrastructure to host the proposed solution. Infrastructure will include server, information security, network, storage, secured access of the solution through the internet.
- e) **Data Center (DC) and Disaster Recovery sites will be hosted in two different seismic geographical locations.**
- f) Resolve all technical issues/queries faced by portal users/stakeholders.
- g) Send Daily/Periodic status reports and Ad hoc reports as required by the Bank/frequency defined by Bank.
- h) Provide web portal maintenance support (any maintenance support related to infrastructure / services hosting the portal, as part of deliverables under this RfP) 24X7X365 days **during the contract period (including extension, if any).**
- i) Ensure that the portal operations are secure and free from attacks, 24X7 proactive monitoring, protection against hacking and cybercrimes. Selected Bidder to provide “**Safe to Host**” certificate initially and then at **periodic intervals of every 6 months.**
- j) Provide new hardware setup for both Primary / DR and UAT Setup. Provide highly secured, managed, Uptime / **TIA 942 Tier3 or higher** compliant Data Center / DR Core Infrastructure (**Facility**) covering the operational, computing infrastructure consisting of Hardware (Servers, Routers, Switches, and Networking Equipment), Operating Systems and associated Software (as middleware / application server software, database etc.), Internet Leased Lines with fail-over/redundancy).
- k) The proposed solution should have features like expand, scale up or scale out, **horizontal & vertical scaling**, upgrade the resources (virtual) including but not limited to Processors, Memory, Storage, Internet bandwidth, **on the fly**. Bidder’s needs to comply with these specifications and quantities mentioned in here. This specification and quantity is minimum as required for the scope of work mentioned in this RFP. However, Bidders at their interpretations can propose infrastructure over and above this minimum specification as mentioned in this RFP.



- l) The data center shall be equipped with state-of-the art physical, logical and network security solutions, appliances and equipment including surveillance, monitoring and management platforms and should be able to be monitored by a monitoring tool with facility to raise alerts in form of SMS, email & incident ticket. However, SMS may not be mandatory, but notifications would be required, and it should not be an impediment in meeting the SLA requirements.
- m) The data center shall be physically located in India. The Bidder must provide self-certification in this regard and bidder shall have to adhere by all the data compliance policies set by the government and/or relevant authorities including RBI.
- n) The Bidder shall also provide for all subsequent changes as are statutory in nature and prescribed by regulatory bodies from time to time.
- o) Ensure adequate Internet Bandwidth for all portals / websites hosted in the data center with SLA for availability, accessibility, security and response time and latency. The bidder should propose data center's own IP address and have multiple upstream providers so that if connectivity from either service provider goes down, redundancy is maintained.
- p) The Bidder shall provide the tool to monitor the infrastructure proposed comprising of resource utilization of all the servers, storage, network devices, bandwidth, facility to monitor the virtual private cloud environment using the same console as that of monitoring tool
- q) Provide Data Center Operations and Management Services in 24x7x365 days throughout the contract period including level 1 support. This would primarily involve support on integration issues, on-boarding the portal, server hosting related issues, portal related hosting issues etc.
- r) SIDBI, and its appointed third-party auditors may visit the Bidder data center or its delivery center (project team space and infrastructure) for auditing. The Bidder shall provide assistance and furnish the relevant information requested by the auditors, RBI inspection team etc.
- s) No freeware software to be used unless authorised by SIDBI.
- t) The selected bidder should provide a declaration of data and data backup being maintained must reside in India.
- u) The data center must be empanelled and certified **by MeitY** for providing virtual private cloud.
- v) In addition, the service provider will be responsible for Cloud Service Provisioning Requirements, Data Management, Operational Management, Cloud Network Requirement, Cloud data center specifications, Cloud Storage Service Requirements, Application Hosting Security, Cloud Hosting Security, Application Performance Monitoring (APM), Backup Services, Licenses of Database / Application server / Web server or any other software required for delivery of the services, antivirus, Database Support Service, and Helpdesk Support from Cloud Service Provider, Managed Services ,**infra/network/cloud security** and cyber security.
- w) Bidder shall be providing various services like managed hosting (VM instances, storage, security), auto scaling, dedicated firewall, patch management, server administration, database administration, back-up and restore services, remote hands and eye services (RHE) etc.
- x) Data Migration (only when and where applicable) – Bidder has to arrange / help for migration of data from the current environment to the new.
- y) Proposed solution should support broad choice of open source application platforms, languages, databases and frameworks including but not limited to PHP 8.0, PostgreSQL 13, Java 1.8+, Microsoft Express Edition Database etc, .Net Component, JQuery, HTML5, Bootstrap, Angular 8, Larvel 8, YII2 etc.
- z) The Solution should enforce password policies (complex password, change password in some days etc.,)

### 3.2 General Cloud Requirements

- (a) The Selected Bidder shall host, deploy and operationalize the IT Solutions as decided by the SIDBI in close coordination / collaboration with SIDBI Project / Program Management Team and the software development partner.
- (b) The Selected Bidder's support personnel shall manage and monitor the working of the whole Hosting Solution for referred portals.
- (c) The Selected Bidder shall provide a list of all the personnel working on the project including Name, Email, and Phone No. SIDBI may discuss / conduct interview with the individuals if may want. Bidder must carry out background checks of all such personnel.

- (d) The Bidder shall ensure and maintain the team attrition on the project and shall ensure adequate knowledge transition.

### 3.3 Data Center and DR site Hosting Infrastructure Technical Requirements

- a) SIDBI intends to avail a managed virtual private cloud for hosting “the Portal” at the Bidder’s Data Center / DR site.
- b) The data center must be empanelled and certified by MeitY for providing virtual private cloud.
- c) The Data Center / DR site shall be **ISO 27001 certified**. Bidder should ensure patch update time to time as per Hosting/Security Compliance guidelines released by Govt of India/MeitY.
- d) Data Center (both primary and DR) and its security should be compliant with RBI guidelines issued from time to time.
- e) Data Center (both primary and DR) have to be PCI/DSS compliant.
- f) The Data Center (both primary and DR) should conform to at least Tier-3 standards (certified under TIA942 **(Facility)**). and implement tool-based processes based on ITIL standards.
- g) The Data Center / DR site shall be well equipped with physical, logical, network and infrastructure security solutions, access protection systems including physical access control, and shall maintain the logs of the access.
- h) The Data Center / DR site shall be well equipped with intrusion detection & protection systems, firewalls, system management solutions & tools, back-up & restore solutions, monitoring tools, network load balancer for applicable servers and network layer security to isolate the SIDBI portal production & test environment from other customers.
- i) The Data Center / DR site shall have ability to scale up or down the servers/compute resources on-demand/ as desired without significant down time.
- j) The compute infrastructure shall include the physical / virtual machines, operating systems, application servers, database server, anti-virus solutions and system management & back-up agents.
- k) Network, Security, Hardware Load Balance and other hardware / software infra components should be deployed on HA module and there should be no Single point of Failure. The same has to be ensured for for both DC/DR
- l) The IT infrastructure should be hosted on virtual private cloud with the following capabilities:
- I. Cloud virtual cloud resources of SIDBI are logically separated from others.
  - II. All the virtual machines should be auto scalable in terms of RAM and CPU.
  - III. The cloud platform should be enough intelligent to predict incoming load and assign resources to virtual machines dynamically without rebooting system.
  - IV. Cloud platform should be auto scalable vertically to handle sudden spikes. Further Cloud platform should always allocate minimum 50% buffer resources against running load to handle sudden spikes.
  - V. The cloud platform should provide high availability across virtual machines so that even if any host goes down, all guest virtual machines should be migrated to another host automatically.
  - VI. Cloud platform should support horizontal load balancing along with vertical. Load balancer should be used to load balance traffic. Load balancer should be able to trigger new virtual machines to handle additional load. If load goes down, newly triggered virtual machines should be recycled.
  - VII. No Single point failure for all the network & Hardware Load Balancer would be maintained by Cloud Service Provider
  - VIII. Load Balancer should be able to cater to **5000 TPS**
  - IX. Cloud provider should give SIDBI a dashboard of all virtual machines to monitor allocated and used resources by the portal application.
  - X. Cloud dashboard should allow to generate reports for trend analysis of system usage.
  - XI. SIDBI team should be able to get the console access of any virtual machines if required.
  - XII. There should be provision to generate historical reports of resources utilization.
  - XIII. There should be admin panel to create, delete, start, stop, and copy virtual machines.
  - XIV. There must be provision to create golden image of virtual machine so that it can be used to make more machines of same configuration.

- XV. There should be provision to take snapshots of machines so that working images of testing/quality machines can be taken.

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

### 3.4 Disaster Recovery Management

- a) Service Provider would be responsible for Disaster Recovery Services to ensure continuity of operations in the event of failure of primary data center and meet the RPO and RTO requirements.
- b) RPO should be less than or equal to 10 minutes and RTO shall be less than or equal to 2 hours.
- c) However, during the change from Primary DC to DR or vice-versa (regular planned changes), there should not be any data loss.
- d) There shall be asynchronous replication of data between Primary DC and DR and the CSP will be responsible for sizing and providing the DC-DR replication link so as to meet the RTO and the RPO requirements.
- e) During normal operations, the Primary Data Center will serve the requests. The Disaster Recovery Site will not be performing any work but will remain on standby. During this period, the compute environment for the application in DR shall be available but with minimum possible compute resources required for a functional DR as per the solution offered. The application environment shall be installed and ready for use. DR Database Storage shall be replicated on an ongoing basis and shall be available in full (100% of the PDC) as per designed RTO/RPO and replication strategy. The storage should be 100% of the capacity of the Primary Data Center site.
- f) In the event of a site failover or switchover, DR site will take over the active role, and all requests should be routed through DR site. The pre-requisite to route request to DR should be articulated properly and shared by service provider.
- g) Whenever there is failover from primary DC to secondary (DR), compute environment for the application at DR site shall be **equivalent to DC** including all the security features and components of DC, without the failover components. Development/test/quality environment will not be required at DR site.
- h) The installed application instance and the database shall be usable and the same SLAs (i.e. the same level of uptime of 99.5% as stipulated for DC) as DC shall be provided.
- i) The bandwidth at the DR shall be scaled up to the level of Data center when DR is activated.
- j) The service provider shall conduct live DR Live for two days at the interval of every six months of operation wherein the Primary DC has to be deactivated and complete operations shall be carried out from the DR Site. However, during the change from DC to DR or vice-versa (regular planned changes), there should not be any data loss. The pre-requisite of DR Live should be carried out by service provider and in consultation with SIDBI jointly. The users will be submitting live data in DR Live and switchover shall happen from DR to DC without any data loss. Detailed report along with requisite data such as response time, application tested, issues faced etc. shall be reported back to SIDBI. Certificate for DR Live should be submitted to SIDBI for compliance.
- k) The service provider shall clearly define the procedure for announcing DR based on the proposed DR solution. The service provider shall also clearly specify the situations in which disaster shall be announced along with the implications of disaster and the time frame required for migrating to DR. The service provider shall plan all the activities to be carried out during the Disaster Drill and issue a notice to the Bank at least two weeks before such drill.
- l) The disaster recovery plan needs to be provided by the service provider which needs to be updated half-yearly.
- m) The service provider should offer dashboard to monitor RPO and RTO.
- n) Any lag in data replication should be clearly visible in dashboard and alerts of same should be sent to respective authorities.
- o) On successful award of the contract, the bidder will submit BCP plan to SIDBI.
- p) The disaster recovery plan needs to be provided by the service provider which needs to be updated half-yearly.

Disaster Recovery			
Sr.No	Parameter	Target	Penalty
1.	RTO	2 hours	Rs. 10,000 per additional hour of delay subject to a maximum delay of 10 hours.
2.	RPO	10 minutes	Rs. 10,000 per additional block of 15 minutes subject to a maximum delay of 5 hours.
3.	Live Drill	<ul style="list-style-type: none"> <li>To be conducted every 6 months</li> <li>Successful switch over and operation of application</li> </ul>	Rs. 1000 for delay of each week, subject to a maximum of 5 weeks delay.

### 3.5 Cloud Service Provisioning Requirements

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

- Cloud service provider should enable SIDBI to provision / change cloud resources through self service provisioning portal.
- Service provider should enable SIDBI to provision / change cloud resources from application programming interface (API).
- The user admin portal should be accessible via secure method using SSL certificate.
- SIDBI should be able to take snapshot of virtual machines from provisioning portal.
- SIDBI should be able to size virtual machine and select require operating system when provisioning any virtual machines.
- SIDBI should be able to predict his billing of resources before provisioning any cloud resources. SIDBI should be able to set threshold of cloud resources of all types of scalability.
- SIDBI should be able to provision all additional storages required for cloud services. SIDBI should be able to provision any kind of resources either static or elastic resources.
- SIDBI should get list of all cloud resources from provisioning portal.
- SIDBI should be able to set the scaling parameters like in case of horizontal scaling,
  - SIDBI should be able to set percentage / quantity of RAM consumption to trigger new virtual machines.
  - SIDBI should be able to set percentage / quantity of CPU consumption to trigger new virtual machines.
- SIDBI should be able to set percentage / quantity of network bandwidth to trigger new virtual infrastructure.
- SIDBI should be able to set port on which horizontal scaling will work. Port refers to be service port (like port 80, 443) which should not change in case of horizontal scaling.
- SIDBI should be able to set minimum and maximum number of virtual machines which will be automatically provisioned as part of horizontal scaling to handle spike in load.
- Solution must ensure High availability to provide continuous availability of virtual machines.

### 3.6 Data Management

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

### 3.7 Operational Management

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

### 3.8 Compatibility Requirements

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

### 3.9 Cloud Network Requirement

- a) Service provider must ensure that cloud virtual machine of SIDBI is into separate network tenant and virtual LAN.
- b) Service provider must ensure that cloud virtual machines are having private IP network assigned to cloud VM.
- c) Service provider must ensure that all the cloud VMs are in same network segment (VLAN) even if they are spread across multi data center of Service provider.
- d) Service provider should ensure that cloud VMs are having Internet and Service Network (internal) vNIC cards.
- e) Service provider should ensure that Internet vNIC card is having minimum **2 Gbps** network connectivity and service vNIC card is on minimum **10 Gbps** for better internal communication.
- f) In case of scalability like horizontal scalability, the Service provider should ensure that additional requirement of network is provisioned automatically of same network segment.
- g) Service provider must ensure that public IP address of cloud VMs remains same even if cloud VM gets migrated to another data center due to any incident.
- h) Service provider must ensure that the public network provisioned for cloud VMs is redundant at every point.
- i) Service provider must ensure that cloud VMs are accessible from SIDBI private network if private links P2P/MPLS is used by SIDBI.
- j) Service provider must ensure that there is console access to cloud VMs, if SIDBI require to access it using IPSEC/SSL or any other type of VPN.
- k) Service provider should ensure that cloud VM network is IPV6 enabled and all public facing devices are able to receive and transmit IPV6 data in addition to IPV4. The websites, portal need to be IPV6 compliant.
- l) Service provider should have provision of dedicated virtual links for data replication between their multiple data center in order to provide secure data replication for DR services.
- m) Service provider should ensure use of appropriate load balancers for network request distribution across multiple cloud VMs.

### 3.10 Cloud Data Center specifications

- a) The primary and DR Site data-centers must be in India. No data should be transferred outside India by the hosting service provider.
- b) All the physical servers, storage, other IT hardware from where cloud resources are provisioned for SIDBI and Data must be within Indian data center only.

- c) The data center of service provider should be separated in different geolocation in different seismic zones and not on same fault lines. The primary and DR site data center should be located in different state / UT.

### **3.11 Cloud Storage Service Requirements**

- a) Service provider should provide scalable, dynamic and redundant storage.
- b) Service provider should offer to auto allocate more storage as and when required based on storage utilization threshold and also offer to provision from self-provisioning portal to add more storage as and when required by SIDBI.

### **3.12 Portal Security**

- a) Tools for real time monitoring web site security Protection against defacement, hacking.
- b) Addressing the ongoing needs of security management including, but not limited to,
  - a. monitoring of various devices / tools such as firewall,
    - i. intrusion protection,
    - ii. content filtering and blocking,
    - iii. virus protection, and vulnerability protection through implementation of proper patches and rules.
  - b. Network and Security Management: Monitoring & management of network link proposed as part of this solution.
  - c. Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
  - d. Ensure a well-designed access management process, ensuring security of physical and digital assets, data and network security, backup and recovery etc.
  - e. Adding/ Changing network address translation rules of existing security policies on the firewall
  - f. Diagnosis and resolving problems related to firewall, IDS /IPS.
  - g. Managing configuration and security of Demilitarized Zone (DMZ) Alert / advise SIDBI about any possible attack / hacking of services, unauthorized access / attempt by internal or external persons etc.
  - h. Administrative support for user registration, User ID creation, maintaining user profiles, granting user access, authorization, user password support, and administrative support for print, file, and directory services.
  - i. Setting up and configuring servers and applications as per configuration documents/ guidelines provided by SIDBI.
  - j. Installation/ re-installation of the server operating systems and operating system utilities.
  - k. OS Administration including troubleshooting, hardening, patch/ upgrades deployment, BIOS & firmware upgrade as and when required/ necessary for Windows, Linux or any other OS proposed as part of this solution whether mentioned in the RFP or any new deployment in future.
  - l. Ensure proper configuration of server parameters, operating systems administration, hardening and tuning.
- c) Design should incorporate security features to protect the site from Session Hijacking, SQL injection, Cross scripting, Denial of Service (DDOS) etc.
- d) Portal system should be secured by using Intrusion detection system (IDS) and Intrusion prevention system (IPS) at network level.
- e) Attain security certification for the new website from CERT-IN through their empanelled vendors. CERT-IN security audit should be conducted every 6 months as per planned schedule.
- f) Have current vulnerability assessments and PCI (Payment Card Industry) scanning performed for all the new modules being hosted on the Website / Portal.
- g) The portal should be secured through a Web Application Firewall (WAF) as a service.
- h) Bidder will have sole responsibility for fool proof security of the platform where the website / portal are hosted and need to provision all tools / real time monitoring to ensure the security of the website / portal.

- i) The infrastructure shall have Authentication – Authorization – Access audit trails.
- j) All Service end-points- exposed over internet or internal shall be secured with 256 bits SSL TLS1.2/TLS1.3 Certificates.
- k) All Servers, Services, O/s, Software Solutions shall have hardened security and reviewed regularly.
- l) Any unauthorized access / attempt shall be reported immediately.
- m) The entire data center network shall have multiple levels of physical, logical, and network security systems for information protection including but not limited to IPSEC Policies, Firewalls, IDS / IPS protection Systems.
- n) Infrastructure and its security should be compliant with RBI guidelines issued from time to time.
- o) VAPT/Penetration testing is required to be done by CERT-IN authorized auditor twice in a year and the report should be shared with SIDBI.
- p) VAPT on every new product / module release.
- q) Detailed report to be furnished to Client management on every VAPT.

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

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

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

### 3.14 Cloud Security Requirements

- a) Service provider should ensure that there is multi-tenant environment and cloud virtual cloud resources of SIDBI are logically separated from others.
- b) Service provider should ensure that any OS provisioned as part of cloud virtual machine should be patched with latest security patch.
- c) In case, the Service provider provides some of the System Software as a Service for the project, Service provider is responsible for securing, monitoring, and maintaining the System and any supporting software.
- d) Service provider should implement industry standard storage strategies and controls for securing data in the Storage Area Network so that clients are restricted to their allocated storage.
- e) Services provider should provision DMZ and MZ logical separation of infra for the deployment of public facing services in a zone (DMZ) and RDBMS in MZ zones.
- f) Service provider should give ability to create non-production environments and segregate (in a different VLAN) non-production environments from the production environment such that the users of the environments are in separate networks.
- g) Service provider should have built-in user-level controls and administrator logs for transparency and audit control.
- h) Service provider cloud platform should be protected by fully managed Intrusion detection system using signature, protocol, and anomaly-based inspection thus providing network intrusion detection monitoring.
- i) Service provider would be responsible for proactive monitoring and blocking against cyber-attacks and restoration of services in case of attacks.
- j) System must ensure data protection at rest and in transit ensuring a secure communication between modules. This requirement concentrates on how to protect data both in transit and at rest in Cloud platform. The data at rest and in transit should be encrypted.

- k) System must provide protection to the solution’s components i.e. both the software and hardware that are parts of system.

### 3.15 Virtual Machine specifications

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

### 3.16 Cloud resource and Network monitoring

- a) Service provider should give provision to monitor the network traffic of cloud virtual machine.
- b) Service provider should offer provision to analyze of amount of data transferred of each cloud virtual machine.
- c) Service provider should provide network information of cloud virtual resources.
- d) Service provider should offer provision to monitor latency to cloud virtual devices from its data center or SIDBI should be able to set monitoring of latency to cloud VMs from outside world.
- e) Service provider must offer provision to monitor network uptime of each cloud virtual machine.
- f) Service provider must make provision of resource utilization i.e. CPU graphs of each cloud virtual machine.
- g) Service provider must make provision of resource utilization graph i.e. RAM of each cloud virtual machine. There should be provision to set alerts based on defined thresholds. There should be provision to configure different email addresses where alerts can be sent.
- h) Service provider must make provision of resource utilization graph i.e. disk of each cloud virtual machine. There should be graphs of each disk partition and email alerts should be sent if any threshold of disk partition utilization is reached.
- i) Service provider should give provision to monitor the uptime of cloud resources. The report should be in exportable form.
- j) Service provider must give provision to monitor the load of Linux/Windows servers and set threshold for alerts.
- k) Service provider should make provision to monitor the running process of Linux/Windows servers. This will help SIDBI to take the snapshot of processes consuming resources.
- l) Service provider must ensure that there should be historical data of minimum 6 months for resource utilization in order to resolve any billing disputes if any.



- m) Service provider must ensure that audit logs of scalability i.e. horizontal and vertical is maintained so that billing disputes can be addressed.
- n) Service provider must ensure that log of reaching thresholds used to trigger additional resources in auto provisioning are maintained.
- o) Service provider must ensure that there are sufficient graphical reports of cloud resource utilization and available capacity.
- p) Service provider should provide network information of cloud virtual resources.
- q) Service provider must offer provision to monitor network uptime of each cloud virtual machine.
- r) Service provider must provide utilization reports for Internet bandwidth, load balancers etc.

### 3.17 Application Performance Monitoring (APM)

#### a) Database monitoring:

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

#### b) Web Server

- 1) APM should provide website details hosted on web server.
- 2) APM should provide application details running on web server.
- 3) Monitoring & management of network link proposed as part of this solution.
- 4) Bandwidth utilization, latency, packet loss etc.
- 5) APM should consist of the following monitoring parameters:
  - i. Site Status, Total Bytes Sent
  - ii. Bytes Sent/Sec, Total Bytes Received
  - iii. Bytes Received/Sec, Total Bytes Transferred
  - iv. Bytes Total/Sec, Total Files Sent
  - v. Files Sent/Sec, Total Files Received
  - vi. Files Received/Sec, Current Connections
  - vii. Maximum Connections, Total Connection Attempts
  - viii. Total Logon Attempts, Service Uptime

**c) Application / Web Server:**

- 1) APM should consist of the following monitoring parameters:
  - i. Memory Monitoring
  - ii. Web Applications and Deployments
  - iii. Connections, Transactions, Queries
  - iv. Web Metrics
  - v. Transactions
  - vi. Availability
- 2) Monitoring & management of network link proposed as part of this solution.
- 3) Bandwidth utilization, latency, packet loss etc.

**3.18 Backup Services**

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

### 3.19 Web Application Firewall (WAF) as Service

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

### 3.20 Malware Monitoring Services, Application Audit, External Vulnerability Assessment Service

In view of securing the portal from any vulnerabilities, attacks, the portal should be scanned regularly to detect any kind of vulnerability. This service should provide service to assess at least 5 domains on daily basis and submit the report for vulnerabilities and recommended actions to be taken. This section mentions that scans are required to be done using the tools mentioned for the purpose on a daily basis. This is distinct from the CERT-IN certifications through CERT-IN empanelled vendors which can be subcontracted by the bidder. The consortium can include security audit service providers provided they meet the eligibility criteria.

Below are the features required as part of this service:

**Features for Malware monitoring, Audit, Vulnerability Assessment Service**

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

27	Should have banner grabbing feature which tries to discover web-applications in the domain.
28	Should Support industry standard reporting including OWASP top 10 categories.
29	Should support authenticated scanning with different authentication methods including Form, HTTP basic, NTLM and digest.
30	The web application vulnerability scanning module should be able to identify the following vulnerabilities but not limited to in the underlying application. <ul style="list-style-type: none"> <li>• XSS</li> <li>• Form Validation</li> <li>• Block Malformed content</li> <li>• Back Doors</li> <li>• Spoofing</li> <li>• SQL injection</li> <li>• Directory/path traversal</li> <li>• Forceful Browsing</li> <li>• LDAP Injection</li> <li>• SSI Injections</li> <li>• XPath Injection</li> <li>• Sensitive information leakage</li> </ul>
31	Should support domain reputation in Google, SURBL, Malware Patrol, Clean-Mx, Phish tank
33	Should be able to check mail server IP and check in multiple RBL repositories
34	Should be able to scan SQL Injections for MSSQL, PostgreSQL databases.

### 3.21 Database Support Service

- a) Regular monitoring of CPU & Memory utilization of database server, Alert log monitoring & configuration of the alerts for errors.
- b) Partition creation & management of database objects, Archiving of database objects on need basis.
- c) Patching, upgrade & backup activity and restoring the database backup as per defined interval.
- d) Schedule/review the various backup and alert jobs.
- e) Configuration, installation and maintenance of Automatic Storage Management (ASM), capacity planning/sizing estimation of the Database setup have to be taken care by the Bidder.
- f) Setup, maintain and monitor the 'Database replication' / Physical standby and Asses IT infrastructure up-gradation on need basis pertaining to databases.
- g) Backup as a Service.
- h) Database as a Service (Upscaling and downscaling of database as and when required by the trust).
- i) Manage Database service should be capable of Compute scaling operations typically complete in a few minutes.
- j) Manage Database service should have Storage scaling on-the-fly with zero downtime.
- k) Manage Database service should have capabilities to create Read Replica on-the-fly with zero downtime.
- l) Manage Database service should support automated backup with point-intime recovery for your database instance.
- m) Database snapshots are user-initiated backups as snapshot. Should support a new cloud instance from a database snapshots whenever desire.
- n) Manage Database service will automatically replace the cloud instance powering your deployment in the event of a hardware failure.
- o) Manage Database service cloud instance running with encryption, data stored at rest in the underlying storage is encrypted, as are its automated backups, read replicas, and snapshots.
- p) Manage Database service should provide out of box view key operational metrics, including compute/memory/storage capacity utilization, I/O activity, and instance connections at least.
- q) Manage Database service should have facility to notify via email or SMS text message of database events.

### 3.22 Managed Services

#### a) Network and Security Management:

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

**b) Server Administration and Management:**

- i. Administrative support for user registration, User ID creation, maintaining user profiles, granting user access, authorization, user password support, and administrative support for print, file, and directory services.
- ii. Setting up and configuring servers and applications as per configuration documents/ guidelines provided by SIDBI
- iii. Installation/ re-installation of the server operating systems and operating system utilities
- iv. OS Administration including troubleshooting, hardening, patch/ upgrades deployment, BIOS & firmware upgrade as and when required/ necessary for Windows, Linux or any other O.S proposed as part of this solution whether mentioned in the RFP or any new deployment in future.
- v. Ensure proper configuration of server parameters, operating systems administration, hardening and tuning
- vi. Regular backup of servers as per the backup & restoration policies stated by SIDBI from time to time
- vii. Managing uptime of servers as per SLAs.
- viii. Preparation / updation of the new and existing Standard Operating Procedure (SOP) documents on servers & applications deployment and hardening.
- ix. The Solution should be able to monitor key performance characteristics of the virtual resource including but not limited to OS, Memory, Storage, Network etc.
- x. The Solution should monitor all the critical operating system level services and should check for their status like running, not running, paused.
- xi. Rack Server shall have latest generation Processors, chipset available with the latest processors,

**c) Software Deployment on Hosting Infrastructure and Management:**

- i. Support for deployment, testing, accessibility, load balancing, security management for all software deployed on the hosting infrastructure in coordination with the software development partner and SIDBI team.

**3.23 Helpdesk Support from Cloud Service Provider**

- a) Service provider should provide flexibility of logging incident manually via windows GUI and web interface.

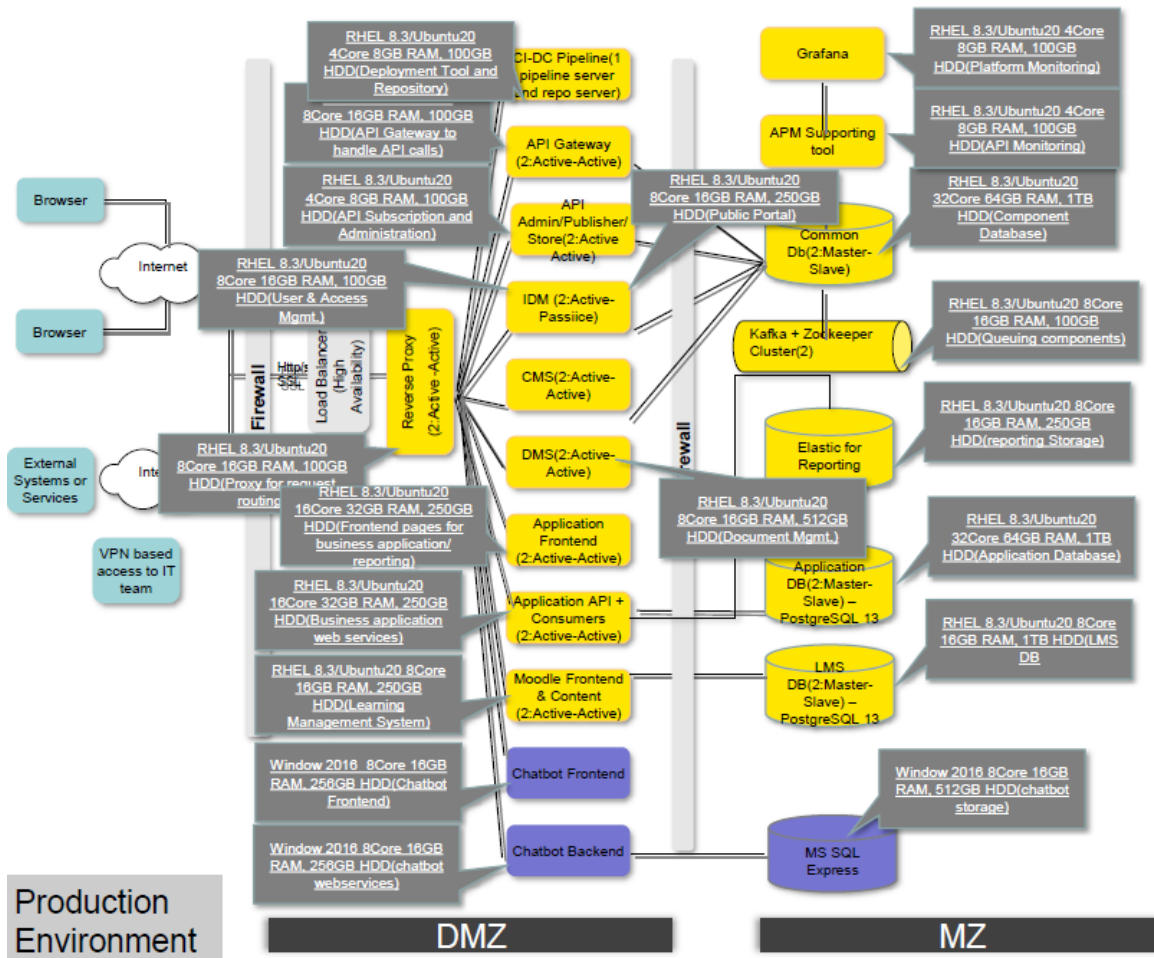
- b) The web interface console of the incident tracking system would allow viewing, updating and closing of incident tickets
- c) Allow categorization on the type of incident being logged.
- d) Provide classification to differentiate the criticality of the incident via the priority levels, severity levels and impact levels.
- e) Provide audit logs and reports to track the updating of each incident ticket It should be able to log and escalate user-based requests.
- f) Service provider should allow ticket logging by email, chat or telephone.
- g) The Helpdesk Infra such as Toll Free number, ACD, etc.,is required to be provided by the vendor.
- h) Helpdesk support will be limited to DC & Application support only, End User Support would not be in the scope of the project. The volume of calls is dependent mainly on the number of service issues that are raised.

**3.24 SMS and E-mail Service**

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

3.25

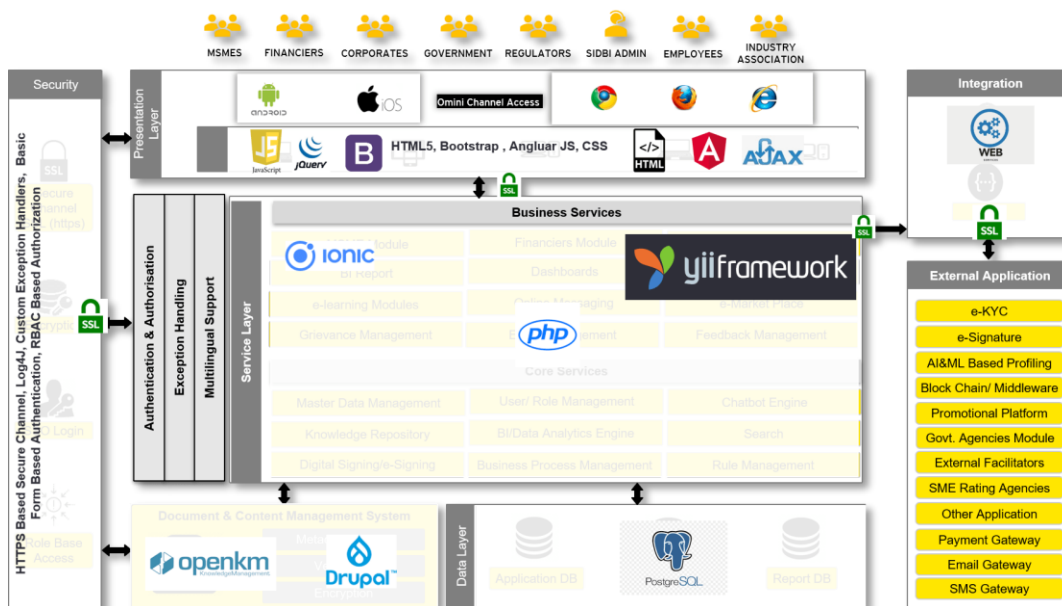
Technical Architecture of the proposed platform



Production Environment

DMZ

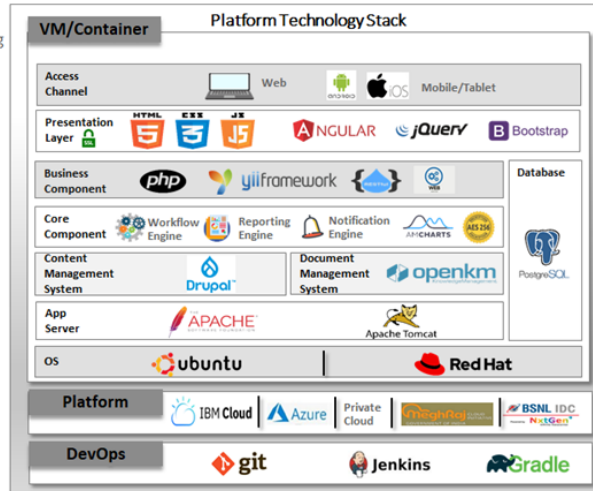
MZ



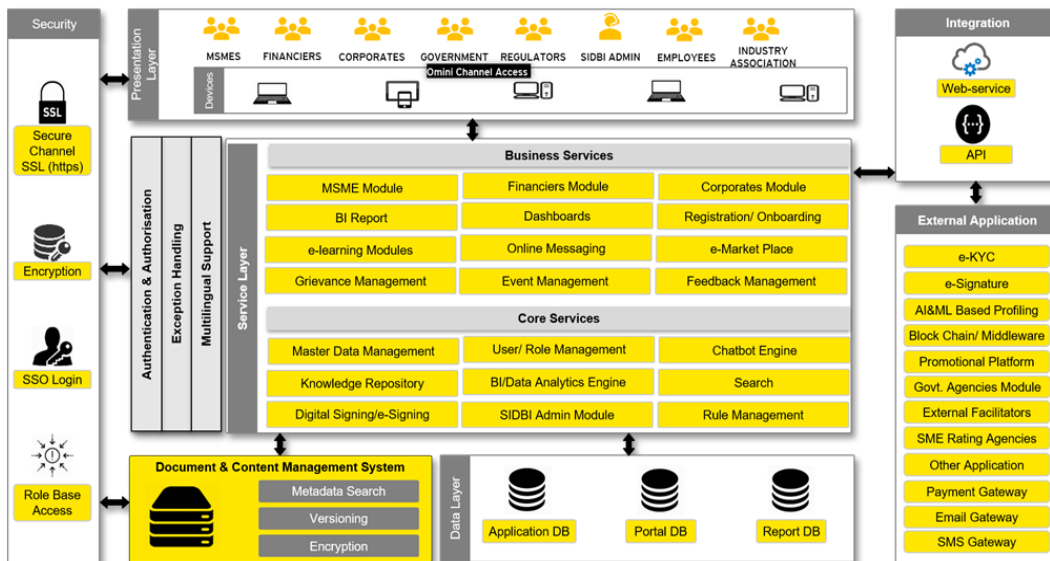


Cloud Native & web scale architecture to ensure auto scaling and high availability if we decides to move on any cloud hosting

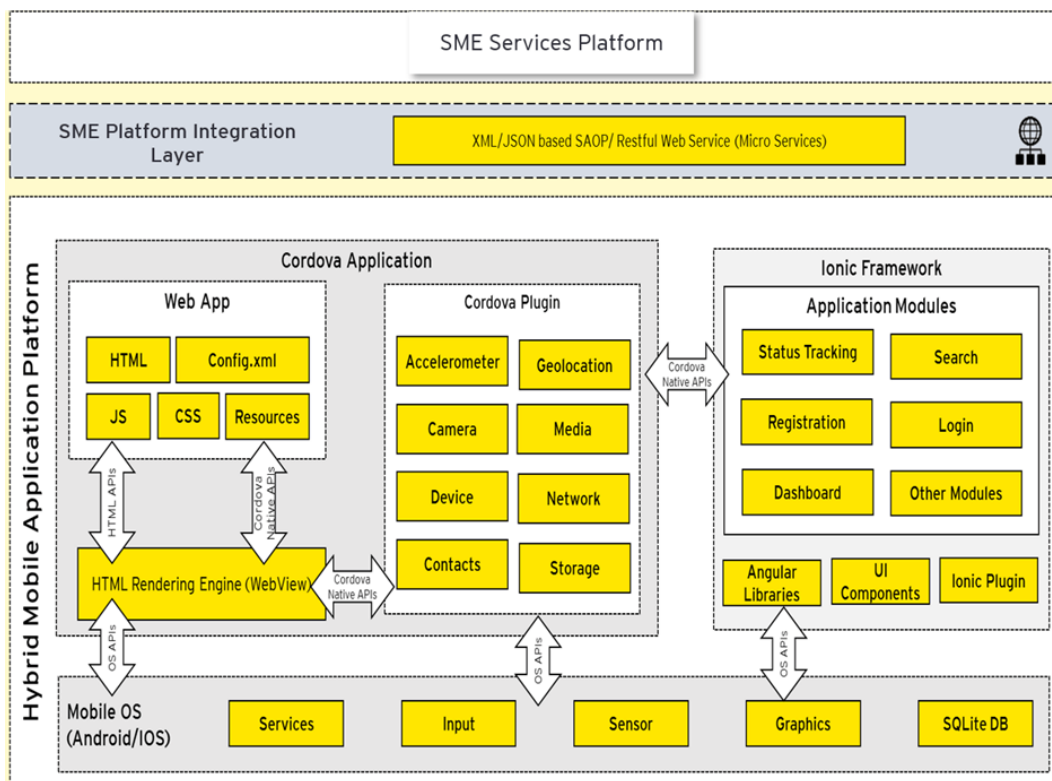
- Deploy on available Infra**  
Deployable on public Cloud, On premise or On private cloud infrastructure
- Highly Scalable**  
Designed to scale
- Modular Design**  
Enable Extensibility via Layers and Modular Design
- Open Source**  
Zero Licencing Fee (Open Source Technology Stack)
- Omni Channels**  
Permits Distributed Access via Multiple Delivery Channels
- API based integration**  
Build Diverse Solutions via Open Application Program Interfaces
- Data Security**  
Data Security and Privacy by Design
- Plug-n-Play**  
Allow Configurable Design with Plug-n-Play Capabilities



**3.26 Application Architecture of the application**



**3.27 Mobile platform architecture**



### 3.28 Technical Requirements of the portal

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

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

#### Standards for the Portal

Compliance / Standard / Requirement	Details
Data Center Standard	Uptime / TIA 942 Certified Tier 3 & above, 99.982% uptime
Data Center Location	Physically hosted in India (Both DC and DR)
Information Access / Transfer Protocol	HTTPS, REST over HTTPS
Encryption	256 bits, SHA2 support
Interoperability	SOA, Web Services, Open Standard
Scanned Documents	TIFF / JPEG and / or PDF for storage and dissemination
Document Encryption	PKCS Specifications
Information Security	ISO 27001
Operational Integrity and Security Management	ISO 27001
Web / Portal Content	WCAG Level II compliant
Service Management	ITIL v3 / ISO 20000
Project Documentation	IEEE specifications for documentation
Internet Protocol	IPv4 and IPv6 Compliant
Device Supportability	Responsive portal with the rendering support for Desktops/Laptops, Tablets & Mobile will be developed
Web Browsers	Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, Apple Safari
Mobile Browsers	Microsoft Internet Explorer, Google Chrome, Android Web Browser, Apple Safari

	(iPhone/iPad), Mozilla Firefox. All Web Browser backward compatible up to n-2 or HTML5 support
Web standards	HTML5 Compliant, CSS, Java Script, JQuery / JQueryUI, Responsive Web
Web Services	JSON, XML, REST, ODATA
Database Access	Database with ability to access ADO/PDO ODBC / JDBC based on the DB proposed.
Up time	Application Accessibility - 99.50% Data Center Availability– 99.982%
Payment System Compliance	PCI/DSS, NPCI, RBI
Email System	SMTP, IMAP, POP3, Push Email, Directory Services Integrated
Security, Penetration and Vulnerability Testing	A detailed test reports covering protection levels and vulnerable areas, and mitigation plan
Application related	The protocols and middleware as per the delivered application should be supported seamlessly.  The platform should support the technology stack in which application is proposed to be developed and deployed, given above.

### 3.29 Proposed Initial Configuration of virtual Private Cloud at DC:

#### Production Environment (Total VM=35)

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

Description	No of VMs	vCores	RAM (GB)	Performance Storage (GB) \$\$	Concurrency / Remarks
<b>Production Environment (Compute)</b>					
Proxy Server <b>Webserver</b> (RHEL 8.3 /Ubuntu 20)	2	8 vCPU	16 GB	100GB	1700
<b>Application Servers</b>					
Application Server I	4	16 vCPU	32 GB	250 GB	1700
Application Server II (RHEL 8.3 /Ubuntu 20)	2	8 vCPU	16 GB	250GB	185/sec with 5kb payload
Application Server III (RHEL 8.3 /Ubuntu 20)	2	8 vCPU	16 GB	1024GB	
Application Server IV (RHEL 8.3 /Ubuntu 20)	2	8 vCPU	16 GB	250GB	
Application Server Index Server (RHEL 8.3 /Ubuntu 20)	2	8 vCPU	16 GB	250GB	
<b>DB Servers</b>					
DB Server   (RHEL 8.3 /Ubuntu 20)	2	32 vCPU	64GB	1024 GB	Database server (RAM and storage) divided into 2 parts: <ul style="list-style-type: none"> <li>• Transactional Data Storage</li> <li>• Software Components Setup and Configuration</li> </ul> Minimum Requirements for each instance: 64bit CPU 64bit Operating System 2 Gigabytes of memory Dual CPU/Core RAID 1
DB Server    (RHEL 8.3 /Ubuntu 20)	2	32 vCPU	64GB	1024 GB	Database server (RAM and storage) divided into 2 parts: <ul style="list-style-type: none"> <li>• Transactional Data Storage</li> <li>• Software Components Setup and Configuration</li> </ul> Minimum Requirements for each instance: 64bit CPU 64bit Operating System 2 Gigabytes of memory

					Dual CPU/Core RAID 1
DB Server     (RHEL 8.3 /Ubuntu 20)	2	8vCPU	16GB	1024 GB	Database server (RAM and storage) divided into 2 parts: <ul style="list-style-type: none"> <li>• Transactional Data Storage</li> <li>• Software Components Setup and Configuration</li> </ul> <p>Minimum Requirements for each instance: 64bit CPU 64bit Operating System 2 Gigabytes of memory Dual CPU/Core RAID 1</p>
<b>Queuing Server</b>					
Messaging Queue Server (RHEL 8.3 /Ubuntu 20)	2	8 vCPU	16 GB	100GB	all CPU cores are 2.4 GHz or higher.
<b>Identity Server</b>					
Identity Management Server (RHEL 8.3 /Ubuntu 20)	2	8 vCPU	16 GB	100GB	all CPU cores are 2.4 GHz or higher.
<b>API Server</b>					
API Manager Server I (RHEL 8.3 /Ubuntu 20)	2	8 vCPU	16 GB	100 GB	all CPU cores are 2.4 GHz or higher.
API Manager Server II (RHEL 8.3 /Ubuntu 20)	2	4 vCPU	8 GB	100 GB	all CPU cores are 2.4 GHz or higher.
<b>Monitoring Servers</b>					
Application Platform Monitoring (APM) Server (RHEL 8.3 /Ubuntu 20)	2	4 vCPU	8 GB	100 GB	all CPU cores are 2.4 GHz or higher.
Jenkins Server (RHEL 8.3 /Ubuntu 20)	2	4 vCPU	8 GB	100 GB	all CPU cores are 2.4 GHz or higher.

<b>Chatbot</b>					
Chatbot Frontend Server (Windows Server 2016)	1	8 vCPU	16 GB	256 GB	all CPU cores are 2.4 GHz or higher.
Chatbot API Server (Windows Server 2016 R2)	1	8 vCPU	16 GB	256 GB	all CPU cores are 2.4 GHz or higher.
Chatbot Database Server (RHEL/Ubuntu)	1	8 vCPU	16 GB	512 GB	all CPU cores are 2.4 GHz or higher.
<b>Software and Licenses</b>					
Windows Server 2016 R2	Service				
MSSQL Express Backup / Archival / Restoration	Service				
PostgreSQL Backup / Archival / Restoration	Service				
Akamai CDN	Service				
Enterprise Management Software for all devices including: a. Network monitoring and Management b. Helpdesk management c. Change Management d. Syslog Management e. Private cloud dashboard	Service				
<b>Security Services</b>					
Security services should support all the above cloud/infrastructure security requirements as per section 3.1,3.3, 3.12, 3.14,3.19,3.20 and 3.22.					
<b>Network connectivity</b>					
Unmetered Internet Bandwidth	1	GBPS	Unmetered Internet Bandwidth		
Public IP's	2	No.	Public IP's		
Load Balance with the throughput up to 5000 TPS required to be deployed					
(a) Internal Network throughput requirement shall be 10GBPS. (b) External Network throughput requirement shall be 1GBPS. (c) Network component throughput requirement shall be 10GBPS. (d) All Infrastructure / Security components (firewall/utm/LB) throughput requirement shall be at least 1GBPS on single node.					
<b>Backup Services</b>					
Backup Space	Service				
Backup Agent	Service				
<b>Hosting Services</b>					
Hardware Setup	Service				
OS Management Services	Service				
Backup Management Services	Service				
Firewall Management Services	Firewall Management Services				

Malware Trojan scanning service (every day for website)	Malware Trojan scanning service ( every day for website)				
VAPT service (Every Quarter)	VAPT service (Every Quarter)				
DDoS Mitigation Service	Service				
24 x 7 Ticket, Chat & Phone Support	Service				
24 x 7 Monitoring Service	Service				
24 x 7 Website / portal security monitoring / management	Service				
Wild card DNS	Service				
Wild card 256 bit SSL TLS 1.2 / TLS 1.4 Multi sub domain SSL certificate	Service				
PKI Based VPN Based access to infra	6	Accounts			<b>PKI based VPN Based access to DC/DR/UAT environment.</b>

\$\$ 20000 IOPS with 1 GB/s Throughput for all VM and SAN.

### Staging Environment (Total VM=14)

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

Description	No of VMs	vCores	RAM (GB)	Performance Storage (GB)	Concurrency
<b>Production Environment (Compute)</b>					
Proxy Server <b>Webserver</b> (RHEL 8.3 /Ubuntu 20)	1	4 vCPU	8 GB	100GB	1700
<b>Application Servers</b>					
Application Server I (Portal (presentation layer) + Business Component Services) (RHEL 8.3 /Ubuntu 20)	2	8 vCPU	16 GB	250 GB	1700
Application Server II (RHEL 8.3 /Ubuntu 20)	1	4 vCPU	8 GB	250GB	185/sec with 5kb payload
Application Server III (RHEL 8.3 /Ubuntu 20)	1	4 vCPU	8 GB	250GB	
Application Server IV (RHEL 8.3 /Ubuntu 20)	1	4 vCPU	8 GB	250GB	
Application Server V (RHEL 8.3 /Ubuntu 20)	1	8 vCPU	16 GB	250GB	
<b>DB Servers</b>					
DB Server I (RHEL 8.3 /Ubuntu 20)	1	8 vCPU	32 GB	512 GB	
DB Server II (RHEL 8.3 /Ubuntu 20)	1	8 vCPU	32 GB	512 GB	
DB Server III (RHEL 8.3 /Ubuntu 20)	1	8 vCPU	32 GB	512 GB	
<b>Queuing Server</b>					
Messaging Queue Server (RHEL 8.3 /Ubuntu 20)	1	8 vCPU	16 GB	100GB	
<b>API Server</b>					
API Manager <b>Gateway</b> (RHEL 8.3 /Ubuntu 20)	1	4 vCPU	8 GB	100 GB	all CPU cores are 2.4 GHz or higher.
API Manager <b>Server</b> (RHEL 8.3 /Ubuntu 20)	1	4 vCPU	8 GB	100 GB	all CPU cores are 2.4 GHz or higher.
<b>Identity Server</b>					
Identity Management Server (RHEL 8.3 /Ubuntu 20)	1	4 vCPU	8 GB	100 GB	all CPU cores are 2.4 GHz or higher.
<b>Software</b>					
Windows Server 2016 R2	Service				
<b>Security Services</b>					
Security services should support all the above cloud/infrastructure security requirements as per section 3.1,3.3, 3.12, 3.14,3.19,3.20 and 3.22.					



### 3.30 Upscaling / downscaling of Infrastructure

The proposed initial configuration needs to be upscaled by the Bidder based on the monthly average number of concurrent users which may be estimated based on **Projected Concurrent 5000 users**. No separate charges are payable in case the monthly average concurrent users are within the yearly projected ranges.

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

### 3.31 Response Time

All web forms, dashboard and static pages end-to-end response time for the page load including the rendering time shall not be more than 5 seconds. Any page taking more than 5 seconds shall be considered as non-responsive form shall be considered as a defect. This would be checked as part of the quality assurance / testing process.

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

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

### 3.32 Payment transaction response time

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

#### Project Duration

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

#### Project Duration

Category	Description	Duration
1	Hosting of the portal / website and infrastructure management	<p>The platform should be kept operationally ready for hosting of the application and the same shall be completed within <b>7 days from the execution of order</b>.</p> <p>Requirement of additional new servers / hardware to be completed within <b>1 days</b> from the requested date.</p> <p><b>DR Site should be ready within 7 days from the date of order.</b></p>

### 3.33 Project Governance and Management

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

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

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

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

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

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

#### Assets and IPR Ownership

Sr.	Application Infrastructure	HW	OS	DB	SW*	Data	Custom Solutions	SIDBI IP
1	Storage	Bidder	Bidder	NA	Bidder	SIDBI	NA	NA
2	Email System	Bidder	Bidder	NA	Bidder	SIDBI	NA	NA
3	Software Update Service	Bidder	Bidder	Bidder	Bidder	SIDBI	NA	NA
4	Portal software	Bidder	Bidder	Bidder	SIDBI	SIDBI	Yes	Yes
5	Analytics	Bidder	Bidder	Bidder	Bidder	SIDBI	Yes	Custom Code
6	Incident & Change Management	Bidder	Bidder	Bidder	Bidder	SIDBI	NA	NA
7	SMS Gateway	Bidder	Bidder	NA	Bidder	SIDBI	Yes	Custom Code
8	Chatbot	Bidder	Bidder	Bidder	SIDBI	SIDBI	Yes	Yes

**Dashboards & Analytics – if these are Commercially available packaged software, then only the customized source code or module shall be treated as SIDBI IP and working code shall be submitted.**

**Bidder - Bidder provided (Managed Data Center, IaaS, PaaS or SaaS)**

**SIDBI - SIDBI owns this as asset.**

**\* indicates System software, database software, commercially available tools and software**

## 4. Eligibility Criteria

Proposals not complying with the ‘Eligibility criteria’ are liable to be rejected and will not be considered for further evaluation. The Bidder's pre-qualification bid will be evaluated as per the following criteria:

Sr. No.	Criteria	Criteria Description	Documents to be submitted as a proof/declaration
1.	Registered Company for minimum <b>5</b> years.	The Bidder should be a company incorporated in India under the Companies Act, 2013, Limited Liability Partnership (LLP) registered under LLP Act, 2008 and subsequent amendments there to and Registered with the GSTN.  Bidder should have been in existence for a minimum period of 5 (Five) years in India as on 31st March 2020	<ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Registration certificate with the GSTN</li> </ul>
2.	Financial Capability – Bidder	Bidder should have a minimum Revenue Level / Turnover of <b>Rs. 20 crore &amp; above</b> p.a. for last 2 FYs [FY 2018-2019 and FY 2019-2020] from Web Hosting & Cloud Management related Services.  The Bidder should have made cash profit in last 2 FYs [FY 2018-2019 and FY 2019-2020].  The Bidder should have Positive net worth (tangible) of Min. Rs. 20 crore as on 31st March 2020.	<ul style="list-style-type: none"> <li>• Certified copies of audited Balance sheet and Profit &amp; Loss.</li> <li>• CA Certificate certifying Cash Profit in last 2 FYs (FY 2018-2019 and FY 2019-2020)</li> <li>• CA Certificate certifying Revenue level of Rs. 20 crore &amp; above for last 2 FYs (FY 2018-19 and FY 2019-20) from Web Hosting &amp; Cloud Management related Services.</li> <li>• CA certificate certifying Networth (tangible) Position as on 31st March 2020.</li> </ul>
3.	Data Center TIA 942 Tier 3 or <b>higher</b> certified for a minimum period of three (3) years as on 31-March-2020 in India.	The Primary Data Center / DR Data Centre should be located in India, in separate seismic zones and should be TIA 942 / Tier-3 or higher Uptime ( <b>Facility</b> ).	Relevant DC/DR TIA 942 / Tier-3 or higher, compliance certificate to be attached ( <b>Facility</b> ).
4.	Validity of services by the CSP*.	The Bidder should not have been blacklisted or in fraud list by/off Govt. of India/State Government/ Central PSU / Multilateral / bilateral agencies / and regulators, etc. at the time of bid submission date	Letter of undertaking to this effect on company's letter head signed by company's authorized signatory (As per <b>Annexure V</b> )
5.	ISO Compliance Infrastructure.	Bidder should have valid ISO 27001:2013, ISO 22301:2019	Relevant Certificates to be attached.
6.	MeitY certified and empaneled service provider.	Bidder or consortium partner positioned to offer DC / DR should be empaneled by Ministry of Electronics & Information	Empanelment letter and the STQC audit report to be attached.

		Technology, Govt. of India as Cloud Service Providers (CSPs) and should have successfully completed the STQC audit for the proposed DC and DR site.	
7.	Domain Experience – Bidder	Experience of the bidder in implementing and managing virtual private cloud in <b>PSUs/Govt Bodies/Banks/BFSI</b> for atleast 2 year.	1. Certificate from client of satisfactory completion of the project 2. Purchase order/LOI
8	Pre-Contract Integrity	The bidder should submit Pre-Contract Integrity Pact as per format provided in <b>Annexure-XVI</b>	Pre-contract Integrity Pact duly signed by authorised signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in <b>Annexure-XVI</b> needs to be enclosed.
8.	Cloud technical compliance	Bidder to comply with all the technical compliance for cloud requirements in format provided in <b>Annexure-XVII</b>	Letter of compliance to this effect ( <b>Annexure-XVII</b> ) on company's letter head signed by company's authorized signatory.
9	Tender Fee & EMD	Bidder to Make Payment of applicable Tender Fee and EMD	<ul style="list-style-type: none"> <li>• Proof of Payment of Tender Fee and EMD</li> </ul> <p>In case of exemption, necessary documents satisfying the eligibility for exemption to be submitted.</p>

\*CSP = Cloud Service Provider i.e. bidder.

Note: In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale, etc.) in the last three financial years (FY 2017-18, 2018-19, FY2019-20), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with the bid to evince that such credentials have accrued to / transferred to are in the name of the bidding entity and the bidding entity is authorized to use such credentials.

## 5. Evaluation Methodology

### 5.1 Objective

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

### 5.2 Evaluation process

#### 5.2.1 Evaluation process

1. The Bank has adopted a three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - i) Eligibility Criteria
  - ii) Technical Bid
  - iii) Commercial Bids
2. The Bank shall evaluate first the ‘**Eligibility Criteria**’ of bids and based on its evaluation, ‘**Technical Bids**’ shall be undertaken for evaluation at the second stage for those shortlisted at first stage. ‘**Commercial bids**’ shall be opened only for the shortlisted bidders out of technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score a weightage of 30%.
3. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives or outsourced experts formed by the Bank and its decision will be final.
4. **Normalization** – SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make comparison “in comparable terms” or to bring further transparency in the evaluation process.

#### 5.2.2 Opening of Minimum Eligibility and Technical Bids

1. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the ‘Critical information’ sheet.
2. On the scheduled date and time, bids will be opened by the Committee formed by SIDBI. 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.
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, SIDBI 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 SIDBI, 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.

#### 5.2.3 Preliminary Examination

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

4. If a Bid is not substantially responsive, it will be rejected by SIDBI 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.

#### 5.2.4 Evaluation of Eligibility Criteria

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

#### 5.2.5 Evaluation of Technical Bids

1. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
2. SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
3. Technical bids would be evaluated on the parameters and presentation as below:

S.No.	Particulars	Max Marks /Weightage
<b>A</b>	Experience of the bidder in implementing and managing virtual private cloud in a Central govt / State govt/ Regulatory Body/Govt./any other organization for 2 years or more (3 mark for every client in India subject to maximum of 15 marks).  <i>Additional 5 mark for those client references where list of technology stack is similar to proposed solution (details to be shared separately by the bidder to satisfy this requirement)</i>	<b>20</b>
<b>B</b>	Proposed Team Profile and deployment (based on the CV of the Team Leaders, Subject Matter Experts, resource personnel etc.)  a) Experience and profile of the key personnel assigned which includes Team Leader, team members, etc. b) Experience and profile of Subject Matter Experts c) Team deployment plan	<b>10</b>
<b>C</b>	Plan for transfer of capabilities and knowledge and change management  a) Knowledge transfer plan of built capabilities	<b>10</b>

	<p>b) Plan for training and handholding of key teams c) Sustainability plan</p>	
	<b>Presentation &amp; Demonstration</b>	
<b>D</b>	<p>The Bidder should support auto scalability to increase or decrease the compute resources as per demand in order of minutes based on CPU/RAM utilization and charge only for resources being used on a per minute, hourly or daily basis (<b>Max – 10 Marks</b>)</p> <p>Additional <b>5 marks</b> for demonstrating the capabilities to enable SIDBI to monitor and upscale / downscale the resources</p>	<b>15</b>
<b>E</b>	<p>Understanding of the scope of the assignment demonstrated in the response to the RFP including technical compliance for cloud requirement</p> <ul style="list-style-type: none"> <li>• Highly satisfactory – <b>max 15 marks</b></li> <li>• Satisfactory – <b>max 10 marks</b></li> <li>• Moderately satisfactory – <b>max 5 marks</b></li> <li>• Below satisfactory – <b>0 marks</b></li> </ul>	<b>15</b>
<b>F</b>	<p>Overall approach and methodology proposed for the entire scope of work</p> <ul style="list-style-type: none"> <li>• Highly satisfactory – <b>max 20 marks</b></li> <li>• Satisfactory – <b>max 15 marks</b></li> <li>• Moderately satisfactory – <b>max 10 marks</b></li> <li>• Below satisfactory – <b>0 marks</b></li> </ul>	<b>20</b>
<b>G</b>	<p>Tools, techniques, standard operating procedures and best practices to be adopted in the approach</p> <ul style="list-style-type: none"> <li>• Highly satisfactory – <b>max 10 marks</b></li> <li>• Satisfactory – <b>max 7 marks</b></li> <li>• Moderately satisfactory – <b>max 5 marks</b></li> <li>• Below satisfactory – <b>0 marks</b></li> </ul>	<b>10</b>
	<b>Total</b>	<b>100</b>

4. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score ( $RS_{Tech}$ ) shall be assigned to each bid on the basis of parameters mentioned above.
5. Relative Technical Score ( $RS_{Tech}$ ) for each agency will be calculated as follows based on above parameters:

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

Where,

$RS_{Tech}$	=	Relative score obtained by the bidder
T	=	Technical score obtained by bidder
$T_{High}$	=	Highest Technical score secured among the Bidders

6. Technical Bids receiving a  $RS_{Tech}$  greater than or equal to a score of 70 (cutoff marks) will be eligible for consideration in the subsequent round of commercial evaluation.
7. If less than 3 bidders qualify as per above criteria ( $RS_{Tech} \geq 70$ ), SIDBI reserves the right to short list maximum top 3 bidders subject to  $RS_{Tech} \geq 60$ .

SIDBI reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

#### 5.2.6 Commercial Bid

1. The Bidder is required to quote in Indian Rupees ('INR' / 'Rs.' / '₹'). Bids in currencies other than INR may not be considered.
2. 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.
3. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per the requisite format, will be at the discretion of SIDBI.

#### 5.2.7 Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.
2. The date for opening of commercial bids will be advised separately.
3. Relative Technical Score ( $RS_{Tech}$ ) of the technically qualified bids would be announced before opening of the commercial bids (of eligible bidders).
4. Relative Commercial Score ( $RS_{Com}$ ) for each bidder will be calculated as follows:

$$RS_{Com1} = C_{Low1} / C_1 \times 100$$

$$RS_{Com2} = C_{Low2} / C_2 \times 100$$

Where:

- $RS_{Com1}$  = Relative score for Commercial Bid of the bidder (Fixed / Lump Sum Cost)  
 $C_1$  = Commercial bid value of the bidder under consideration (Fixed / Lump Sum Cost)  
 $C_{Low1}$  = Lowest commercial bid value out of eligible commercial bids (Fixed Cost).
- $RS_{Com2}$  = Relative score for Commercial Bid of the bidder (Variable Cost)  
 $C_2$  = Commercial bid value of the bidder under consideration (Variable Cost)  
 $C_{Low2}$  = Lowest commercial bid value out of eligible commercial bids (Variable Cost)

Bidders to note that the value shall be considered / calculated as total cost indicated by the bidder in the commercial proposal and shall be calculated as “**Base Cost**” + “**Taxes**” and “**Unit Price (all inclusive)**”. Accordingly, bidders are take note of the same and submit the commercial proposal as per the format only.

#### 5.2.8 Final Selection of Eligible Bidder

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



$$RS = RS_{Tech} \times 0.70 + RS_{Com1} \times 0.20 + RS_{Com2} \times 0.10$$

2. The eligible bidder will be selected based on maximum Relative Score (RS) obtained.
3. The bidder with the highest Relative Score (RS) will be selected for further discussion.
4. In case of a tie after the commercial evaluation stage, SIDBI's decision will be final and will be based on marks scored in the technical evaluation only.
5. The Bidders shall submit their offers strictly in accordance with the terms & condition of the Tender document.

**Note:**

- (i) Commercial bid evaluation shall be considered as below in case of any kind of discrepancy:
  - If there is a discrepancy between words and figures, the amount in words shall prevail
  - If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
  - If there is discrepancy between unit price and total price, the unit price shall prevail
  - If there is a discrepancy in the total, the correct total shall be arrived at by SIDBI
- (ii) In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

**5.2.9 Negotiations, Contract Finalization and Award**

- SIDBI shall reserve the right to negotiate with the Bidder whose proposal has been ranked first by the committee on the basis of best value mechanism. If SIDBI is unable to finalize a service level agreement with the bidder ranked first, SIDBI may proceed to the next ranked bidder, and so on until a contract is awarded.
- SIDBI reserves the right to present a contract to the Bidder selected for negotiations. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of SIDBI, the most advantageous and represents the best value to the project, price and other factors considered.
- Evaluations will be based on the proposals and any additional information requested by the SIDBI.

**5.2.10 Payment Schedule for SIDBI**

- SIDBI may demand, before signing of contract, a Bank Guarantee to ensure commitment.
- SIDBI will provide fixed cost in equal quarterly instalment (upon completion of the respective quarter only). This would include all services as per the scope of this RFP
- No upfront / advance payment shall be made.

## 6. Terms and Conditions

### 6.1 General

#### 6.1.1 Definitions

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

1. “SIDBI” / “The Bank” means Small Industries Development Bank of India (SIDBI);
2. “The Contract” means the agreement entered into between the Bank, represented by its Head Office / Zonal Offices and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
3. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
4. “The Services” means those services ancillary to the providing services towards development, maintenance, enhancement and support of the platform and other such obligations of the Bidder covered under the Purchase Contract;
5. “TCC” means the Terms and Conditions of Contract contained in this section;
6. “The Bidder”, “the Service Provider” or “the Vendor” means the company supplying or intending to supply the Services under this Contract; and
7. “The Project Site” means Small Industries Development Bank of India, New Delhi Office.
8. “The Portal or Platform” refers to the proposed platform being developed to educate, improve access & monitor all MSME related activities - an initiative towards digitizing inclusive access to enterprise ecosystem to ease credit access.

#### 6.1.2 Location

The agency shall identify a project coordinator throughout the duration of the project and on need basis shall be placed with SIDBI, New Delhi Office, subject to any emerging requirements to be met out of the scope of the RFP. SIDBI will provide sitting infrastructure. Bidder will ensure laptops & internet connection for the deployed professional.

Depending on requirement, SIDBI may decide to move its project site to any of its other locations during the contract period. Bidder will continue to provide the respective services at the new location, if so decided, without any extra cost.

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

#### 6.1.3 Relation between the Parties

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

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

#### 6.1.4 Rights and obligations

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

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

#### 6.1.5 Language

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

#### 6.1.6 Corrupt and fraudulent practice

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

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

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

Selected Bidder/Service Provider and its staff working for the project will observe highest standard of transparency, ethics and integrity during the project. In case, anytime during the tenure of the project, if the Service Provider or any of its staff is found to have taken help of any fraudulent or unethical practice, Bank reserves the right to terminate the contract at its own discretion and initiate legal action against the Service Provider in addition to blacklisting it for participation in future RFP/Tender process in SIDBI.

#### 6.1.7 Pre Contract Integrity Pact (IP)

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

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-XVI** on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution [Please refer to instructions at S.No. 2.6 of this RfP].

The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission.

Details of IEM appointed is as under.

**Sh. Nageshwar Rao Koripalli, IRS(Retd.)**

**Address : 38, The Trails, Manikonda, R.R. District, Hyderabad – 500089**

**Email id : [knageshwarrao@gmail.com](mailto:knageshwarrao@gmail.com)**

**Mobile No. : 97889 19555**

#### 6.1.8 Applicable laws

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

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

#### **6.1.9 Grievances Redressal Mechanism**

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

#### **6.1.10 Deployment of resources**

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

#### **6.1.11 Miscellaneous**

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

### **6.2 Bid Conditions**

#### **6.2.1 Bid Conditions**

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

#### **6.2.2 Clarification of Bids**

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

### 6.2.3 Amendment to the bidding document

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

### 6.2.4 Language of Bid

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

### 6.2.5 Commercial Bid

1. The Bidder is required to quote in Indian Rupees ('INR'/ 'Rs.'). Bids in currencies other than INR may not be considered.
2. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
3. As mentioned in Commercial Bid annexure, SIDBI shall have the right to utilize person-month rate quoted by the bidder, for any additional service not covered under the scope of this RFP during the contract period after starting of the project. The Bidder / Provider will have to deploy resource of desired role with similar credentials.
4. The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess, Octroi etc. that need to be incurred. No additional cost whatsoever would be paid.
5. Commercial bid would include cost of travel, boarding, lodging, out-of-pocket etc. expenses for the resources of the bidder to undertake visits to different locations of SIDBI as mentioned in the scope of the project.
6. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

### 6.2.6 Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of amount of **Rs. 3,10,000/- (Rupees Three Lakh and Ten Thousand only)**.
2. EMD should be paid online as per instructions given at S.No. 2.6 of this RfP. Any bid received without EMD shall be considered unresponsive and rejected.
3. No interest will be paid on EMD.
4. Request for exemption from EMD will not be entertained, unless otherwise eligible for exemption.
5. The EMD amount of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:
  - a) Receipt of the signed contract and performance security from the successful bidder. **OR**
  - b) The end of the bid validity period, including extended period (if any), **OR**
  - c) Issue of Letter of Intent / Purchase order to the successful bidder
6. Successful Bidder will be refunded the EMD amount only after submission of Performance Bank Guarantee (PBG) as per **Annexure-IX** by the bidder.
7. EMD may be forfeited if:
  - a) Bidder withdraws its bids during the period of bid validity.
  - b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

- c) In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish PBG.

(Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.)

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

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

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

:

Enterprise* Category	Investment	Annual Turnover
Micro	Up to Rs. 100 lakh	Up to Rs. 500 lakh
Small	Up to Rs. 1000 lakh	Up to Rs. 5000 lakh
Medium	Up to Rs.5000 lakh	Up to Rs. 25000 lakh

\*As per the notification issued by the Govt. of India, the revised definition of MSME w.e.f. July 01, 2020 would be as per the following

Note:

It is clarified that the proof of document (UAM / NSIC Certificate, etc. as applicable) submitted by the bidder along-with the bid document shall only be considered for the purpose of checking & establishing the MSME status of the bidder. The exemption towards tender fee and EMD Fee, as allowed to MSEs, shall only be applicable & ascertained based on the document submitted.

#### 6.2.8 Period of Validity of Bids

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

#### 6.2.9 Deadline for submission of Bids

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

#### 6.2.10 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.

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

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

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

1. Since bids are to be submitted in soft form, a formal bid opening meeting would not be organised for opening of Technical Bids.
- 2.

#### **6.2.13 Clarification of bids**

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

#### **6.2.14 Preliminary Examinations**

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

#### **6.2.15 Bid Evaluation**

1. All the responsive bids will be evaluated as per the procedure detailed in Chapter 5 - Evaluation methodology.
2. All the documentary proofs are to be submitted along with the bid in this regard.
3. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
4. During evaluation, Bank at its discretion can ask the bidders for clarifications.
5. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

#### **6.2.16 Arithmetic errors correction**

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

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

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

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

#### **6.2.18 Conditional Bids**

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

#### **6.2.19 Contacting the Bank**

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

#### **6.2.20 Award of Contract**

1. The successful Bidder will be selected as per the process mentioned Bid evaluation methodology. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive.
2. Selected bidder would be issued 'Letter of intent (LoI)/ purchase order (PO) on final selection and completion of internal approval formalities of the bank. Immediately after the receipt, the selected Bidder must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.
3. The Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. Accordingly, the Bank may request / demand for additional services / resources for self and / or its associates / subsidiary concerns.



In case of requirement of service delivery for associates / subsidiary, a separate order may be placed by the Bank or associates / subsidiary at the same rates quoted by the Bidder under the same terms & conditions. The Bidder will have to agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price at the unit rates provided in Commercial Bid. The Bank has the right to order as much as it wants at those rates.

#### 6.2.21 Miscellaneous

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

#### 6.3 Commencement, Completion, Term and Termination

##### 6.3.1 Commencement of Services

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

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

##### 6.3.2 Termination of Contract

###### 6.3.2.1 By SIDBI

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

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

- a. Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- b. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by **Bidder** to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

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

- a. Bank materially breaches any of its obligations set forth in this contract; and
- b. Such breach is not cured within thirty (30) Working Days after **the Bidder** gives written notice, or
- c. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bank to provide **the Bidder**, within thirty (30) Working Days, with a reasonable plan to cure such breach.

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

- a. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- b. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- c. The other Party becomes the subject of a court order for its winding up.

Either Party shall have the immediate right to terminate this contract upon written notice to the other

Party in the event that such other Party ceases to be in operation or ceases to do business in India.

**The Bidder** understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from **the Bidder** for the tenure of this contract. The Parties therefore agree and undertake that if at any time after expiry of initial period of three years and during the terms of any subsequent renewal of this agreement, it is assessed by SIDBI that the scope, size and technicalities of the Project has become such that its smooth execution could not be achieved and ensured by the Bidder then SIDBI will have option of exit at any point. However, exit would happen only after the completion of the notice period of 90 days, and only after completion of **the Bidder's** obligations under a reverse transition mechanism. During this period of Reverse Transition, **the Bidder** will have to continue to provide the Deliverables and the Services in accordance with this contract and will have to maintain the agreed Service levels.

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

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

Upon the termination or expiry of this contract:

- a. The rights granted to **the Bidder** shall immediately terminate.
- b. Upon Bank's request, with respect to, (i) any agreements for maintenance, services or other third-party services used by **the Bidder** to provide the Services; and (ii) the assignable agreements, **the Bidder** shall, use its reasonable commercial endeavours to assign such agreements to the Bank and its designee(s) till alternative arrangements are made by the Bank in that regard.
- c. Upon Bank's request in writing, **the Bidder** will be under an obligation to transfer to Bank or its designee(s) the Deliverables created by **the Bidder** for the Bank under this Agreement, free and clear of all liens, security interests, or other encumbrances at the contracted rates.

#### **6.3.2.2 By the successful Bidder**

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

1. SIDBI fails to pay any money due to the Bidder pursuant to the Contract and not subject to dispute pursuant to Section 6.7 hereof within 15 (fifteen) days after receiving written notice from the successful Bidder that such payment is overdue;
2. SIDBI is in material breach of its obligations pursuant to the Contract and has not remedied the same within 30 (thirty) days (or such longer period as the successful Bidder may have subsequently granted in writing) following the receipt by SIDBI of the successful Bidder's notice specifying such breach;
3. as the result of Force Majeure, the successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
4. SIDBI fails to comply with any final decision reached as a result of arbitration pursuant to Section 6.7 hereof (subject to however, that no appeal is preferred / pending in any forum / court).

#### **6.3.2.3 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses **6.3.2.1** or **6.3.2.2** hereof, the Service Provider shall, immediately upon receipt of such notice, take all reasonably necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

#### **6.3.2.4 Payment upon Termination**

1. Upon termination of this Agreement pursuant to Clauses **6.3.2.1** or **6.3.2.2** hereof, SIDBI shall make the payment to the successful Bidder pursuant to Section 6.6 hereof for Services performed prior to the date of termination and which could be used by SIDBI.

2. In the event of a pre-mature termination of this Contract by SIDBI, the compensation payable to successful Bidder will be decided in accordance with the Terms of Payment Schedule and the payment to the successful Bidder will be settled within 30 days of the termination of the contract.
3. In the event of such termination, the successful Bidder on transit period will work to transfer all the work completed and in progress and knowledge out of the project as per the requirement of SIDBI.

#### **6.3.2.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause **6.3.2.1** (barring termination by SIDBI at convenience) or **6.3.2.2** hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Section 6.7 hereof, and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### **6.3.3 Project Closure**

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

#### **6.3.4 Force Majeure**

##### **6.3.4.1 Definition**

1. For the purposes of the Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies rendering implementation of the project as illegal / unlawful.
2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s agents, Bidders or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.
3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

##### **6.3.4.2 No breach of Agreement**

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

##### **6.3.4.3 Delay, Penalty and Termination**

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

- of three months, SIDBI and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

#### **6.3.5 Indemnity**

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

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

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

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

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

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

#### **6.3.6 Limitation of liabilities**

1. In no event shall either party be liable with respect to its obligations under or arising out of this Contract for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages.
2. Save and except for liability under Section 6.4.5, the aggregate liability of the Bidder under this Contract, arising at any time, shall not exceed the total Contract value.
3. The Bidder shall be liable to SIDBI only for any direct loss or damage accrued due to deficiency in Services rendered by it.

#### **6.3.7 Waiver**

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

#### **6.3.8 Violation of terms**

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

### **6.4 Obligations of the Bidder**

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

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

#### **6.4.2 Confidentiality**

1. The Bidder, and its Personnel shall not, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by SIDBI to the Bidder, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the SIDBI's employees, officers or other professionals or suppliers, customers, or contractors of SIDBI; and any other information which the Bidder is under an obligation to keep confidential in relation to the Project, the Services or the Contract / RFP (“Confidential Information”), without the prior written consent of SIDBI.
2. Notwithstanding the aforesaid, the Bidder and its Personnel may disclose Confidential Information to the extent that such Confidential Information:
  - a) is required to be disclosed by Applicable Laws or judicial or administrative order;
  - b) is required to be disclosed in arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Bidder, and its Personnel shall give SIDBI prompt written notice, to the extent permissible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
  - c) was in the public domain prior to its delivery to the Bidder, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Bidder, and its Personnel;
  - d) was obtained from a third party with no known duty to maintain its confidentiality or independently developed by the Bidder.
3. The obligations contained in Section 6.4.2 shall apply mutatis mutandis to SIDBI where SIDBI is the recipient of confidential information of the Bidder. Further, subject to confidentiality obligations set forth herein, the Service Provider may wish to refer to SIDBI and the Services the Bidder has performed for it when marketing its services.

#### **6.4.3 Subcontracts**

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

#### **6.4.4 Standards of Performance**

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

#### **6.4.5 IPR Infringement**

1. The Bidder undertakes and acknowledges that any infringement of IPR arising out of services provided by it shall be the sole responsibility of the Bidder and SIDBI shall have no obligation or liability with regard to the same.
2. As part of this project bidder/service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to the deliverables provided and/or use of any software/tool by Bidder/Service provider under this project.

#### **6.4.6 Accounting, Inspection and Auditing**

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

##### **6.4.6.1 Rights to Visit**

1. All records of the Bidder with respect to any matters covered by the Contract shall be made available to SIDBI or its designees at any time during normal business hours, as often (but not more than once a calendar year) as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorize, the progress of the project from where the services are being rendered by the Bidder. Any such review shall be subject to the following guidelines: (i) it is restricted to providing access to Bidder’s fees/ invoicing related records relating to the Services under

- the Contract (ii) Bidder shall not be expected to provide any information which may cause it to breach confidentiality of other parties; and (iii) if an audit is contemplated to be conducted by an external/third party auditor, such third party shall sign an NDA with the Bidder (in a format suggested by the Bidder).
3. SIDBI and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder’s premises with reasonable prior notice to ensure that data provided by SIDBI is not misused. The Bidder will have to cooperate with the authorized representative/s of SIDBI and will have to provide all information/ documents required by SIDBI. This would be in line with RBI guidelines for outsourcing.
  4. The right to visit under these clauses shall be restricted to physical files related to the Contract alone. Visit shall be conducted during normal business hours and on normal working days after informing the Bidder in advance.

#### **6.4.7 Publicity**

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

#### **6.4.8 Statutory & Regulatory Compliance**

The bidder should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regards to transactions under RFP. The bidder also has to ensure that they are compliant to the Minimum Wages Act (MWA) for deployment of resources across SIDBI sites nationwide. The bidder should follow all payout norms as per the MWA in all the states and SIDBI will not liable for this under any situation. SIDBI may (but shall be obliged) call for proof of such payments by bidder and any other Act/Statutory and regulatory compliances as applicable.

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

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

at the request or suggestion of the SIDBI or otherwise, whether alone or in conjunction with others, during implementation of the project, which may be directly or indirectly useful in, or related to, the activities and business of the portals or any business or products contemplated by SIDBI.

The Bidder agrees that, during the term of this agreement and renewals thereof and for twelve months after the termination thereof, regardless of the reason for the termination the agreement, the Bidder will not, directly or indirectly, on behalf of any Competitive Business perform the same or substantially the same Job Duties.

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

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

### **6.5 Obligations of SIDBI**

#### **6.5.1 Assistances in Clearances**

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

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

#### **6.5.2 Access to Land and Property**

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

#### **6.5.3 Payment**

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

#### **6.5.4 Intellectual Property Rights**

SIDBI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services.

### **6.6 Payment and Penalty**

#### **6.6.1 Terms of Payment**

The payment would be made as mentioned below:

1. The payment shall be made in equal fixed instalment on a quarterly basis.
2. First payment to the Bidder will be payable only after submission of Performance Bank Guarantee for an amount equivalent to 10% of the total contract value.



3. All payments would be made after deducting penalties if applicable and applicable taxes and cess.
4. All the payments will be made by SIDBI electronically through RTGS/ NEFT. Bidder is required to submit Bank Mandate Form (as per **Annexure-XIII**) along with cancelled cheque in original along with the technical bid.
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, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default of payment on the part of Bank.
6. All Payments will be made to the Bidder in Indian Rupee only, to the prime bidder.
7. Final payment would be released only after completion of reverse transition process to the satisfaction of SIDBI.

#### **6.6.2 Payment in case of termination of projects**

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

#### **6.6.3 Taxes and Duties**

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

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

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank as per format prescribed in **Annexure-IX** equivalent to 10% of the total contract value. The performance guarantee would be renewed every year before the expiry of earlier performance guarantee. The performance guarantee will be valid till at least three months beyond the expiry of the contract period. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.
2. In the event of non-performance of obligation or failure to meet terms of this RFP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
3. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD amount obtained towards security deposit.

4. The Performance Bank Guarantee would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder.
5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.
6. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by SIDBI.
7. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

#### **6.6.5 Forfeiture of performance security**

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

#### **6.6.6 Penalty for Default in Services**

Penalty may be imposed as stipulated in the relevant sections of this RFP for breach in levels of services. However the total penalty imposed for the project would be subject to maximum of 5% of the total contract value.

### **6.7 Settlement of Disputes**

#### **6.7.1 Amicable Settlement**

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

#### **6.7.2 Dispute Resolution**

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

#### **6.7.3 Arbitration**

1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 6.7.2, within 30 calendar days from the date of initiation of amicable dispute resolution procedure or such other period as mutually agreed to by the parties, shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final and binding on the Parties as from the date it is made, and the Bidder and SIDBI agree and undertake to carry out such decision without delay.
2. Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
3. The Bidder shall continue work and the Bank shall continue to pay the fees due under the Contract during the arbitration proceedings unless otherwise directed in writing by SIDBI or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

#### 6.7.4 GENERAL

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

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

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

If the **Bidder** or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative to any of the officers of SIDBI or alternatively, if any relative of the officer of SIDBI has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013. The **Bidder** shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of SIDBI.

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

Personnel engaged by **the Bidder** for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of **the Bidder** and they shall have no claim to be appointed in the services of the bank. **The Bidder** shall take suitable measures for them in this regard.

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

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

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

- a. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the other party in rendering the services in relation to the contract; or

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

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

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

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

#### 6.7.5 Notices

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

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

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

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

SIDBI : Small Industries Development Bank of India  
Attention : \_\_\_\_\_  
Address : 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg,  
New Delhi – 110001  
Telephone : +91 11 23448456  
Facsimile : \_\_\_\_\_

\_\_\_\_\_  
THE BIDDER : \_\_\_\_\_  
Attention : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_

#### 6.7.6 Severability

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

#### 6.7.7 Survival

The following provisions shall survive termination of this Agreement: Sections 6.6 (Payment and Penalty), 6.5.4 (Intellectual Property Rights), 6.4.5 (IPR Infringement), 6.4.9 (Conflict of Interest and Non compete), 6.3.5 (Indemnity), 6.4.2 (Confidential Information), 6.3.6 (Limitation of Liabilities),

6.7 (Dispute Resolution) and 6.1.8 (Applicable Laws).

## Appendix-I - Severity, Priority and SLAs for platform maintenance

### Severity, Priority and SLAs

Service Level requirements will be necessarily managed by the Service Provider **using any tool by the service provider**. Service provider will make this information available to authorised SIDBI personnel through on-line browsing and also through hard copy of the report as per requirement. The SLAs primarily would depend on infrastructure issues. The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided. Service factors must be meaningful, measurable and monitored constantly. Service level monitoring will be performed by the Service provider. Reports will be produced as and when required and forwarded to SIDBI.

Following table describes the severity of the defects:

#### Severity of Defects

Defect Severity	Business Impact	Resolution Time
S0	Issues causing severe business impact on Data Integrity, Security, UAT, and Transaction Accuracy	30 min - quick-fix 2 working days – permanent resolution
S1	Issues causing high business impact on Functionality, UI/Usability and Response Time	60 min - quick-fix 5 working days – permanent resolution
S2	Issues causing moderate business impact on Functionality, UI/Usability, Accessibility which do not block the user to transact	1 day- quick-fix 7 working days – permanent resolution
S3	Issues causing lower business impact on Functionality, UI/Usability, Compatibility which do not block the user to transact	2 days- quick-fix 10 working

*Notes: The S0/ S1 issues shall be mitigated with 30/60 minutes of reporting the issue. The S0/S1 issues shall have a permanent resolution deployed on the servers after exhaustive testing within 2/5 working days. For S2/S3 issues permanent resolution shall be deployed within 7/10 working days.*

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

#### Priorities of Defects and Resolution SLAs

Defect Priority	Business Impact	Resolution Details
P0	All Portal users affected. E.g. Portal is not up or Logins are blocked or Application / Request Submit is not taking place or Payment transactions are processed to incorrect accounts/not processed/eLearning module not functional, <b>access to the features for the modules on the platform/</b> Document Management System is down / All financiers on the platform are affected / eKYC / Payment Solution / mails / alerts / SMS not being sent.	<ul style="list-style-type: none"> <li>• Shall be resolved within 30 minutes through a quick-fix engineering.</li> <li>• A permanent solution shall be deployed within 2 working days</li> </ul>
P1	Operations of specific financier / user / bank / Reports are down / eLearning module is not functional	<ul style="list-style-type: none"> <li>• Shall be resolved within 60 minutes through a quick-fix engineering.</li> <li>• A permanent solution shall be deployed within 3 working days</li> </ul>

P2	Chatbot down / download section not working.	<ul style="list-style-type: none"> <li>• Shall be resolved within 1 day through a quick-fix engineering.</li> <li>• A permanent solution shall be deployed within 4 working days.</li> </ul>
P3	Those defects that do not effect the functionality of the platform like UI/Usability, Compatibility which do not block the user to transact.	<ul style="list-style-type: none"> <li>• Shall be resolved within 1 day through a quick-fix engineering.</li> <li>• A permanent solution shall be deployed within 5 working days.</li> </ul>

These SLAs are applicable for all the software deployed, customized, integrated by the Bidder including the SaaS solutions if any. Functionalities mentioned against S0/P0, S1/P1, S2/P2 or S3/P3 can change based on specific requirement of the users. Provider needs to comply with the same as per severity / priority defined by SIDBI.

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

#### Compliance Level for SLAs

Severity or Priority Level	Resolution Time	Penalty
S0 or P0	Resolution Time $\leq T$ (As per <b>severity of defects OR Priority of defects or resolutions</b> ) from the time the complaint / query is reported for resolution by the helpdesk.	Rs. 15,000 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.
S1 or P1		Rs. 10,000 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.
S2 or P2		Rs. 8,000 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.
S3 or P3		Rs. 5,000 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.

The penalty against SLAs would be as follows:

#### Penalty for SLAs

Parameter Target Basis Penalty	Parameter Target Basis Penalty	Parameter Target Basis Penalty	Parameter Target Basis Penalty
Application Uptime## including <ul style="list-style-type: none"> <li>• Database Server Uptime</li> <li>• Application Server Uptime</li> <li>• Web Server Uptime</li> <li>• All SAN Storage Uptime</li> <li>• Internet Link</li> </ul>	$\geq 99.95\%$	Per 0.5% breach of target. This will be calculated monthly after the Go-live of the application. Uptime (%) =	Per 0.5% breach of target penalty shall be Rs. 10,000. Maximum penalty of 5 % of quarterly payment amount. Penalty will be

• Any other IT component in the Infrastructure Architecture		(hours application up in the month / total hours in the month) * 100	deducted from the quarterly payments.
---	--	--	---------------------------------------

**## application uptime refers to availability of application to end-users  
Quarterly Penalty shall be deducted from Quarterly payment before making the payments.**



## 7. Annexures

### 7.1 Annexure – I : Bid Covering Letter

(To be submitted on Bidder's letter head)

Date:

The General Manager,  
Udyami Mitra Vertical  
Small Industries Development Bank of India,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg,  
**New Delhi - 110001**

Dear Sir,

#### **Request for Proposal for Web Hosting Services of “India SME Services Platform” (RFP No : \_\_\_\_\_ dated \_\_\_\_\_)**

We, the undersigned, having read and examined the aforesaid RFP document including all annexures carefully in detail, do hereby propose to extend the services as specified in the above-mentioned Tender document and submit the following as per requirement:

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of **Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only) (including GST)** towards non-refundable bid price.
2. Earnest Money Deposit (EMD): We have enclosed the proof of online payment (through RTGS/NEFT) of the sum of **Rs. 3,10,000/- (Rupees Three Lakh and Ten Thousand only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RFP.
3. Minimum Eligibility bid, Technical bid and Commercial bid inside separate envelopes, in prescribed formats.

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

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

Thanking you,

Yours sincerely,

Date :

Place :

Signature of Authorised Signatory :

Name of the Authorised Signatory :

Designation :

Name of the Organisation :

Seal ...

7.2 Annexure – II : General Information about Bidder

(To be submitted on Bidder's letter head)

(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)

S.N.	Description	Bidder's response
1	Name of the bidder company (Registered name of the bidding Company)	
2	Details of Incorporation of the Company.	Date: Ref. No.:
3	Status of Company. Documentary proof enclosed. (Yes/No)	
4	Website of Company	www.
5	<b>Address of Registered Office with contact numbers.</b>	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
6	<b>Address for Correspondence (if different from above).</b>	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
7	<b>MSME Status (Tick appropriate).</b>	
A	Company <b>does not qualify</b> the status of MSE.	
B	Company <b>does qualify</b> the MSE status.	
C	SC/ST	
D	MSE registration certificate/ Udyog AADHAAR Memorandum or a certificate from Chartered Accountant attached. (Yes/No).	
8	<b>PAN No.</b> Copy of PAN enclosed. (Yes/No)	
9	<b>GSTIN No.</b> Copy of GST enclosed. (Yes/No)	
10	<b>Sales Tax Registration No.</b> Copy of Sales Tax certificate enclosed. (Yes/No)	
11	<b>Service Tax Registration No.</b> Copy of Service Tax certificate enclosed. (Yes/No)	
12	<b>Contact Details of Bidder's authorized representative to make commitments to SIDBI.</b>	
A	Name	
B	Designation	
C	Land Line No. (with STD code)	
D	Mobile No.	
E	Fax No. (with STD code)	
F	Mail Id	
13	<b>Financials (for last three years)</b>	
	<b>Parameter</b>	<b>FY</b>
A	Revenue	2017 - 2018
		2018 - 2019
		2019 - 2020
B	Net worth	2017 - 2018
		2018 - 2019
		2019 - 2020

S.N.	Description	Bidder's response
C	CA certificate attached for A and B above.	(Yes / No)
D	1. Audited balance sheet and 2. P/L account attached.	(Yes/ No)

Date :  
Place :

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

Seal ...

7.3 Annexure –III : Response to the Eligibility Criteria

(To be submitted on Bidder's letter head)

(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)

Sr. No.	Criteria	Criteria Description	Documents to be submitted as a proof/declaration	Attachment Tag\$\$
1.	Registered Company for minimum 5 years.	The Bidder should be a company incorporated in India under the Companies Act, 2013, Limited Liability Partnership (LLP) registered under LLP Act, 2008 and subsequent amendments there to and Registered with the GSTN.  Bidder should have been in existence for a minimum period of 5 (Five) years in India as on 31st March 2020	<ul style="list-style-type: none"> <li>Certificate of Incorporation</li> <li>Registration certificate with the GSTN</li> </ul>	
2.	Financial Capability Bidder –	Bidder should have a minimum Revenue Level / Turnover of Rs. 50 crore & above p.a. for last 2 FYs [FY 2018-2019 and FY 2019-2020] from Web Hosting & Cloud Management related Services.  The Bidder should have made cash profit in last 2 FYs [FY 2018-2019 and FY 2019-2020].  The Bidder should have Positive net worth (tangible) of Minimum Rs. 20 crore as on 31st March 2020.	<ul style="list-style-type: none"> <li>Certified copies of audited Balance sheet and Profit &amp; Loss.</li> <li>CA Certificate certifying Cash Profit in last 2 FYs (FY 2018-2019 and FY 2019-2020)</li> <li>CA Certificate certifying Revenue level of Rs. 50 crore &amp; above for last 2 FYs (FY 2018-19 and FY 2019-20) from Web Hosting &amp; Cloud Management related Services.</li> <li>CA certificate certifying Networth (tangible) Position as on 31st March 2020.</li> </ul>	
3.	Data Center TIA 942 Tier 3 or higher certified for a minimum period of three (3) years as on 31-March-2020 in India.	The Primary Data Center / DR Data Centre should be located in India, in separate seismic zones and should be TIA 942 / Tier-3 or higher Uptime (Facility).	Relevant DC/DR TIA 942 / Tier-3 or higher, compliance certificate to be attached (Facility).	
4.	Validity of services by the CSP*.	The Bidder should not have been blacklisted or in fraud list by/off Govt. of India/State Government/ Central PSU / Multilateral / bilateral agencies / and regulators,	Letter of undertaking to this effect on company's letter head signed by company's authorized signatory (As per Annexure V)	

		etc. at the time of bid submission date		
5.	ISO Compliance Infrastructure.	Bidder should have valid ISO 27001:2013, ISO 22301:2019	Relevant Certificates to be attached.	
6.	MeitY certified and empaneled service provider.	Bidder or consortium partner positioned to offer DC / DR should be empaneled by Ministry of Electronics & Information Technology, Govt. of India as Cloud Service Providers (CSPs) and should have successfully completed the STQC audit for the proposed DC and DR site.	Empanelment letter and the STQC audit report to be attached.	
7.	Domain Experience – Bidder	Experience of the bidder in implementing and managing virtual private cloud in PSUs/Govt Bodies/Banks/BFSI for atleast 2 year.	1. Certificate from client of satisfactory completion of the project 2. Purchase order/LOI	
8	Pre-Contract Integrity	The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure-XVI	Pre-contract Integrity Pact duly signed by authorised signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in Annexure-XVI needs to be enclosed.	
9.	Cloud technical compliance	Bidder to comply with all the technical compliance for cloud requirements in format provided in Annexure-XVII	Letter of compliance to this effect (Annexure-XVII) on company's letter head signed by company's authorized signatory.	
10.	Tender Fee & EMD	Bidder to Make Payment of applicable Tender Fee and EMD	<ul style="list-style-type: none"> <li>Proof of Payment of Tender Fee and EMD</li> </ul> <p>In case of exemption, necessary documents satisfying the eligibility for exemption to be submitted.</p>	

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

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

---

Name of the Organisation ...

Seal ...

---

**Note**

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.
- SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.
- SIDBI reserves the right to satisfy itself for acceptance or rejection of the documentary evidences submitted by the bidders against each minimum eligibility criteria indicated in the table above.

7.4 Annexure – IV : Technical Bid

(To be submitted on Bidder's letter head)  
(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)

S.No.	Particulars	Max Marks /Weightage	Proof / Document required	Attachment Tag\$\$
A	<p>Experience of the bidder in implementing and managing virtual private cloud in a Central govt / State govt/ Regulatory Body/Govt./any other organization for 2 years or more (1 mark for every client in India subject to maximum of 4 marks).</p> <p>Additional 3 mark for those client references where list of technology stack is similar to proposed solution.</p>	10	Relevant necessary Supporting document*	
B	<p>Proposed Team Profile and deployment (based on the CV of the Team Leaders, Subject Matter Experts, resource personnel etc.)</p> <p>d) Experience and profile of the key personnel assigned which includes Team Leader, team members, etc.</p> <p>e) Experience and profile of Subject Matter Experts</p> <p>f) Team deployment plan</p>	10	Annexure XV & Detailed Work Plan with Team Deployment matrix	
C	<p>Plan for transfer of capabilities and knowledge and change management</p> <p>d) Knowledge transfer plan of built capabilities</p> <p>e) Plan for training and handholding of key teams</p> <p>f) Sustainability plan</p>	10	Detailed Plan for all the aspects to be captured*	
<b>Presentation &amp; Demonstration</b>				
D	<p>The Bidder should support auto scalability to increase or decrease the compute resources as per demand in order of minutes based on CPU/RAM utilization and charge only for resources being used on a per minute, hourly or daily basis. <b>(Max – 10 Marks)</b></p> <p>Additional <b>5 marks</b> for demo of SIDBI resource being able to monitor and upscale / downscale the resources</p>	15	<i>Presentation (to be made by the Bidder to SIDBI as advised)</i>	

<b>E</b>	Understanding of the scope of the assignment demonstrated in the response to the RFP <ul style="list-style-type: none"> <li>Highly satisfactory – <b>max 10 marks</b></li> <li>Satisfactory - <b>max 7 marks</b></li> <li>Moderately satisfactory – <b>max 5 marks</b></li> <li>Below satisfactory - <b>0 marks</b></li> </ul>	<b>10</b>	<i>Presentation (to be made by the Bidder to SIDBI as advised)</i>	
<b>F</b>	<b>Bidder to comply with all the technical compliance for cloud requirements</b>	<b>15</b>	<b>Annexure XVII</b>	
<b>G</b>	Overall approach and methodology proposed for the entire scope of work <ul style="list-style-type: none"> <li>Highly satisfactory – <b>max 20 marks</b></li> <li>Satisfactory - <b>max 15 marks</b></li> <li>Moderately satisfactory – <b>max 10 marks</b></li> <li>Below satisfactory - <b>0 marks</b></li> </ul>	<b>20</b>	<i>Presentation (to be made by the Bidder to SIDBI as advised)</i>	
<b>H</b>	Tools, techniques, standard operating procedures and best practices to be adopted in the approach <ul style="list-style-type: none"> <li>Highly satisfactory – <b>max 10 marks</b></li> <li>Satisfactory - <b>max 7 marks</b></li> <li>Moderately satisfactory – <b>max 5 marks</b></li> <li>Below satisfactory - <b>0 marks</b></li> </ul>	<b>10</b>	<i>Presentation (to be made by the Bidder to SIDBI as advised)</i>	
<b>Total</b>		<b>100</b>		

\*to be covered in the Presentation to be delivered by the bidder as informed by SIDBI. \$\$ Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.

---

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

---

**Note**

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



7.5 **Annexure – V : Declaration Regarding Clean Track Record**

(To be submitted on Bidder’s letter head)

Date:

The General Manager,  
Udyami Mitra Vertical  
Small Industries Development Bank of India,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg,  
**New Delhi - 110001**

Dear Sir,

**Declaration Regarding Clean Track Record**

**Request for Proposal for Web Hosting Services of “India SME Services Platform”**  
**(RFP No : \_\_\_\_\_ dated \_\_\_\_\_ )**

I have carefully gone through the Terms & Conditions contained in the **RFP No : \_\_\_\_\_**  
**dated \_\_\_\_\_** regarding selection of Service Provider for **Web Hosting Services of “India SME Services Platform”**.

We hereby declare that our company has not been debarred/ black listed or in fraud list by/of any PSU, Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India / Multilateral agencies / Bilateral agencies / authorities / regulators, etc. as on the date of bid submission.

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

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

Thanking you,

Yours sincerely,

Date  
Place

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

**7.6 Annexure – VI : Letter of Competence**

**(Sample Format – To be executed on a non-judicial stamped paper of requisite value)  
(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 bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RFP.

We certify that the quality and number of resources to be deployed by us for the project will be adequate to deliver the services professionally and competently within the prescribed time frame. We certify that we have development and support centre in India and **we have one of our offices in New Delhi/NCR or are ready to setup office in New Delhi/NCR to handle the project smoothly from New Delhi/NCR** (Keep whichever is appropriate).

We also certify that all the information given by in response to this RfP is true and correct and also confirm that our company is eligible to perform this contract and whatever out company filed response to the Annexure –III to the response to minimum eligibility criteria is true and correct.

Thanking you,

Yours sincerely,

---

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

---

7.7 Annexure – VII : Power of Attorney

(To be executed on a non judicial stamp paper of requisite value)  
(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2018, We, \_\_\_\_\_, a Company within the meaning of the Companies Act, 2013, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Small Industries Development Bank of India' ("SIDBI") relating to RFP No : \_\_\_\_\_ dated \_\_\_\_\_ for 'Request for Proposal for Web Hosting Services of "India SME Services Platform"' and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

---

WITNESS:

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

Attested

---

7.8 Annexure – VIII : Letter of Conformity

(To be submitted on Bidder's letter head)

Date:

The General Manager,  
Udyami Mitra Vertical  
Small Industries Development Bank of India,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg  
**New Delhi - 110001**

Dear Sir,

**Request for Proposal for Web Hosting Services of “India SME Services Platform”**  
(RFP No: \_\_\_\_\_ dated \_\_\_\_\_)

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

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

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

Thanking you,

Yours sincerely,

---

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

---

7.9 Annexure – IX : PERFORMANCE Bank Guarantee

RFP No : \_\_\_\_\_ dated \_\_\_\_\_  
(To be executed on a non judicial stamp paper of requisite value)

**PERFORMANCE BANK GUARANTEE**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and an office at, 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg, New Delhi 110001 (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 "**Web Hosting Services of "India SME Services Platform"**" on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter-alia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. Rs.. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of Rs.. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Web Hosting Services of "India SME Services Platform"**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_

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

In witness where of we ..... have set and subscribed our hand and seal this ..... day of .....2020.

SIGNED, SEALED AND DELIVERED.



7.10 Annexure – X : Commercial Bid – Covering Letter  
(To be submitted on Bidder’s letter head)

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

The General Manager,  
Udyami Mitra Vertical  
Small Industries Development Bank of India,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg,  
**New Delhi - 110001**

Dear Sir,

**Commercial Bid – Covering Letter**  
**RfP No. \_\_\_\_\_ dated \_\_\_\_\_**

I, the undersigned, offer to provide services for the above-mentioned project, in accordance with your **RfP No. \_\_\_\_\_ dated \_\_\_\_\_** on “**Request for Proposal for Web Hosting Services of “India SME Services Platform”**” and our proposal dated **[Date]**. The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and the other expenses like out-of-pocket expenses that we might incur and there will be no additional charges whatsoever. We will abide by the payment terms as mentioned in the aforesaid RfP.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the proposal, i.e., **[Insert date]**

Authorized Signatories

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

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

Company Seal:



7.11 Annexure – XI : Commercial Bid

Format A (Request for Proposal for Web Hosting Services of “India SME Services Platform”)

RfP No. \_\_\_\_\_ dated \_\_\_\_\_

[All amount in Indian Rupees (Rs.)]

**A. Fixed / Lump-sum Cost**

S.No.	Particulars	Service Type	Base Cost	Taxes	Total <sup>\$</sup>
1	Web Hosting Services of “India SME Services Platform”	Web Hosting & Cloud Management	Lump-sum*		
<b>Total (A)</b>					

\$This amount shall be considered for commercial evaluation (as “C1”). Bidders are required to submit a detailed calculation worksheet (as Annexure to the Commercial Bid) on the basis of which the fixed cost has been worked out (including all the unit prices for each component / services considered).

**B. Variable Cost - Resource Upgradation – Rate Card (Unit Price)**

S. No	Particulars	Service Type	Unit	Unit Price (all inclusive) (INR)
1	vCPU (BOTH RHEL / UBUNTU and WINDOWS seperately if different cost)	Infrastructure as service	Per Month	
2	RAM (Both RHEL / UBUNTU and WINDOWS seperately, if different cost)	Infrastructure as service	Per Month	
3	PKI Based VPN Based access to infra	One Account	Per Month	
4	VM Server Instance Type A	Infrastructure as service	Per Month	
5	VM Server Instance Type B	Infrastructure as service	Per Month	
6	VM Server Instance Type C	Infrastructure as service	Per Month	
7	VM Server Instance Type D - DB Server	Infrastructure as service	Per Month	
8	VM Server Instance Type E - DB Server	Infrastructure as service	Per Month	
9	VM Server Instance Type F	Infrastructure as service	Per Month	
10	VM Server Instance Type G - DB Server	Infrastructure as service	Per Month	
11	500 GB of SAN Storage with 20000 IOPs	Infrastructure as service	Per Month	
12	1 TB of SAN Storage with 20000 IOPS	Infrastructure as service	Per Month	
13	Public IP (Static IP)	Infrastructure as service	Per Month	
14	SSL Certificate for a Server instance			
15	Internet Link DC (10Mbps unmetered)	Infrastructure as service	Per Month	
16	Internet Link DC (20Mbps unmetered)	Infrastructure as service	Per Month	
17	Internet Link DC (50Mbps unmetered)	Infrastructure as service	Per Month	
18	Internet Link DC (1Gbps unmetered)	Infrastructure as service	Per Month	
19	DC-DR (P2P) [4Mbps]	Infrastructure as service	Per Month	
20	DC-DR (P2P) [10Mbps]	Infrastructure as service	Per Month	
21	DC-DR (P2P) [20Mbps]	Infrastructure as service	Per Month	
22	DRM Tool For virtual Machine	Software As Service	Per Month	
23	Enterprise Server Anti- Virus Software	Software As Service	Per Month	
24	Load Balancer (Minimum throughput 1 Gbps and SSL Offloading/Acceleration 5000 TPS)	Infrastructure as service	Per Month	

S. No	Particulars	Service Type	Unit	Unit Price (all inclusive) (INR)
25	IPS (NIPS & HIPS), Firewalls, Active Directory, (required) Antivirus for Servers at DC and DR	Infrastructure as service	Per Month	
26	Application Performance Monitoring	Software As Service	Per Month	
27	Web Access Firewall (WAF)	Software As Service	Per Month	
28	CERT-IN security audit	Service	Per occurrence	
29	Private Cloud Backup 1 TB private cloud space with required agent. [Copy of backup should be available at minimum two region.]	Infrastructure as service	Per Month	
30	VLAN (new VLAN)	Infrastructure as service	Per Month	
31	Database Performance Monitoring - ProgreSQL	Software As Service	Per Month	
32	Database Performance Monitoring - MS SQL / MS SQL Express	Software As Service	Per Month	
33	Security Information and Event Management (SIEM)	Software As Service	Per Month	
34	Vulnerability Scan	Software As Service	Per Month	
35	Performance monitoring and EMS tool	Software As Service	Per Month	
36	24 x 7 Helpdesk (L1, L2& L3)	Service	Per Month	
37	9 x 6 End User Support (L2)	Service	Per Month	
38	Email System (1 account)	Software As Service	Per Month	
39	SMS system (unlimited SMSs)	Software As Service	Per Month	
40	Wild Card DNS	One	Per Annum	
41	Wild Card - SSL Certificate for Server instance [256 bits encryption Multi sub-domain TLS1.2/TLS1.3 2046 bit root 99% Browsers compatibility Unlimited re- issue]	Certificate Services Subscription	Per Annum	
42				
<b>Total (B)<sup>\$\$</sup></b>				

**VM Server Details (for reference)**

			vCPU (Dual CPU / core)	RAM (GB)	SAN STORAGE (GB)
Type A - VM	RHEL/UBUNTU	64 bit O/s	8	16	100
Type B - VM	RHEL/UBUNTU	64 bit O/s	8	16	250
Type C - VM	RHEL/UBUNTU	64 bit O/s	16	32	250
Type D - VM	RHEL/UBUNTU DB Server PostgreSQL 13 or higher	64 bit O/s	8	16	1024
Type E - VM	RHEL/UBUNTU DB Server PostgreSQL 13 or higher	64 bit O/s	32	64	1024
Type F - VM	WINDOWS 2016 R2 or higher	64 bit O/s	8	16	256
Type G - VM	WINDOWS 2016 R2 or higher DB Server with	64 bit O/s	8	16	512

\$\$ the sum total of the Unit Price for the particulars indicated in the table above shall be considered for commercial evaluation (as “C2”)

**Note:**

Bidder to provide unit price as per the table above for the various resources / services which may be required in future to upscale / upgrade the infrastructure.

**Bidders to note that the commercial proposal is to be submitted as per the given format only. Any deviation in the format shall be subject to rejection, at the discretion of SIDBI.**

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

1. The costs must be in Indian Rupees.
2. The financial quote (for Table A above) must be for entire duration of the contract period (i.e. 2 years) which shall be paid out on a quarterly basis.
3. The unit price / rate card (for Table B) must be provided in the format and only for the specific particulars mentioned in the table above.
4. The rates indicated above shall also be applicable for the any extended period of the contract as decided by SIDBI. However, SIDBI reserves the rights for any financial negotiation for any extended period.
5. In case, the financial quote is not as per the above, the evaluating authority shall have right to reject the bid.
6. Details of prices which would be taken and method to be followed for commercial evaluation is mentioned in section 5.2.6 of the RfP.
7. No conditions should be stipulated in the commercial bids. The conditional bids shall be rejected.

---

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

---

**7.12 Annexure – XII : Non-Disclosure Agreement**

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

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “Request for Proposal for Web Hosting Services of “India SME Services Platform”) as per scope defined in the RFP No : \_\_\_\_\_ dated \_\_\_\_\_ for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and an office at, 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg, New Delhi - 110001 (hereinafter referred to as the BANK) and,

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

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

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

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

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

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

Yours sincerely,

---

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

---

**7.13 Annexure – XIII : Bank Mandate Form**

*(To be submitted on Bidder's letter-head in Duplicate)*

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

GSTIN \_\_\_\_\_ GSTIN State \_\_\_\_\_

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

**3. Particulars of Bank account:**

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

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

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

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

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

Signature of the party / Authorized Signatory with Seal

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

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

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

7.14 Annexure – XIV : Statement of Deviations

(To be submitted on Lead Bidder’s letter head)

**Request for Proposal for  
Web Hosting Services of “India SME Services Platform”  
(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)**

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

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

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

**Table 7-1 List of Deviations**

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

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

---

Date  
Place

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

---

7.15 Annexure – XV : Resource Credentials

(To be submitted on Bidder’s letter head)

**Request for Proposal for  
Web Hosting Services of “India SME Services Platform”  
(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)**

**Table 8-2 Resource Credentials**

S. No.	Name of the Resource	Role**	Academic & Professional Qualification	Work experience	No. Of Projects handled	Relevant work experience	Remark
1.							
2							

\*to be submitted along-with the detailed CVs of the all the resources to support the technical capabilities of the firm as well as its employees.

A detailed work plan along-with deployment plan should also be submitted along-with the Resources Credentials.

---

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

---



7.16 **Annexure – XVI : Pre Contract Integrity Pact**

**PRE CONTRACT INTEGRITY PACT**

(RfP No : \_\_\_\_\_ dated \_\_\_\_\_)

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF REQUISITE VALUE)

**General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_ on --  
-- day of the month of -----, -----(Year) between Small Industries Development Bank of India, having its Head  
Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Office at 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy  
Marg, New Delhi 110001 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include,  
unless the context otherwise requires, its successors and assigns) of the First Part and

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

WHEREAS the BUYER proposes to issue RfP for ‘**Web Hosting Services of “India SME Services  
Platform”**’)and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/  
registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a  
corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

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

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

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

**Commitments of the BUYER**

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract,  
will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration,  
gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER,  
either for themselves or for any person, organization or third party related to the contract in exchange  
for an advantage in the bidding process, bid evaluation, contracting or implementation process related  
to the contract.
- 1.2. The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS  
the same information and will not provide any such information to any particular BIDDER which could  
afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or  
completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the  
BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER,  
necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may  
be initiated by the BUYER and such person shall be debarred from further dealings related to the contract  
process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the  
contract would not be stalled.

### **Commitments of BIDDERS**

- 3.** The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
- 3.1.** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2.** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - 3.3.** BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4.** BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5.** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6.** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agreed upon for such payments.
  - 3.7.** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.8.** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.9.** The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  - 3.10.** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 3.11.** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - 3.12.** if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm , the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

### **4. Previous Transgression**

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

## 5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Performance Guarantee/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft on a Pay Order in favour of -----
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid for a period of five years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
  - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along-with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **7. Fall Clause**

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

## **8. Independent Monitors**

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

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination. A person signing integrity pact shall not approach the courts while representing the matters to IEM and he/she will wait their/his decision in the matter.

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

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

## **11. Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. A person signing this pact shall not approach the courts while representing the matters to IEM and he/she will await his decision in the matter.

## **12. Validity**

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3. This pact would be deemed as part of the contract that may be executed between the parties.

**13.** This pact shall be deemed as part of the contract that may be entered into pursuant to this RfP. The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

SIDBI

Witness

Witness

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

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

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

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

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

7.17 Annexure – XVII : Technical Compliance Declaration

(RfP No : \_\_\_\_\_ dated \_\_\_\_\_)

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF REQUISITE VALUE)

S.No.	Cloud Details	Provided (Yes/No)
1	General Cloud Requirements	
2	Data Center and DR site Hosting Infrastructure Technical Requirements	
3	Disaster Recovery Management	
4	Cloud Service Provisioning Requirements	
5	Data Management	
6	Operational Management	
7	Compatibility Requirements	
8	Cloud Network Requirement	
9	Cloud Data center specifications	
10	Cloud Storage Service Requirements	
11	Portal Security	
12	Cloud Security Requirements	
13	Virtual Machine specifications	
14	Cloud resource and Network monitoring	
15	Application Performance Monitoring (APM)	
16	Backup Services	
17	Web Application Firewall (WAF) as Service	
18	Malware Monitoring Services, Application Audit, External Vulnerability Assessment Service	
19	Database Support Service	
20	Managed Services	
21	Helpdesk Support from Cloud Service Provider	
22	SMS and E-mail Service	

**Note:** In case of any deviation from the requirement under any head, the same may be indicated along with the details.

**End of RFP Document**