

Small Industries Development Bank of India

Request for Proposal for

Website Hosting & Mail Facility
2010-11

Tender No. : 400/2011/685/BYO/ISD Dated: December 20, 2010

Cost of RfP Document: Rs. 500/-

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.

1 Critical Information Summary

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

Events	Date & Time
Pre Bid meeting	December 23, 2010 @ 3 PM
Last date for requesting any clarifications	December 27, 2010 by 5 PM
Last date for submission of RfP	January 4, 2011 by 4 PM
Opening of Technical Bids	Last Date for submission of RfP @ 4.30 PM
Cost of RfP	Rs. 500/- [to be submitted in the form of demand draft /pay order in favour of SIDBI payable at Mumbai along with Technical bid]
EMD	Rs. 80,000/- [to be submitted in the form of demand draft/pay order in favour of SIDBI payable at Mumbai along with Technical bid]

- ◆ Bids are to be submitted in sealed covers at the following address

Chief General Manager (Systems)
Small Industries Development Bank of India
 3rd Floor, SME Development Centre,
 Plot No. C-11, G Block, Bandra Kurla Complex (BKC),
 Bandra (E), Mumbai - 400 051
Telephones : +91 – 22 - 67531100, 67531228, 67531245
Fax : +91 – 22 - 67531236
E-mail: rksharma@sidbi.in, standon@sidbi.in

- ◆ For queries and clarifications regarding the RfP, please feel free to contact us at the above address / telephone numbers/ email ids.
- ◆ Please note that all the information desired needs to be provided only in the form and formats specified in this RfP. Response should contain only the desired information. Incomplete information in these areas may lead to rejection of bids.
- ◆ Bidders may please note that under no circumstances last date of submission of the bids will be extended by SIDBI.
- ◆ The RfP is floated on SIDBI website <http://www.sidbi.in>. SIDBI reserves the right to change the dates mentioned above. Changes, if any, related to RfP will be posted on web site. Vendors must check the website before submitting response to RfP.

Glossary

Abbreviation	Meaning
B2B	Business to Business
BO	Branch Office
FAQ	Frequently Asked Questions
FI	Financial Institution
HO	Head Office
HR	Human Resources
IT	Information Technology
J2EE	Java 2 Enterprise Edition
MIS	Management Information System
OS	Operating System
RfP	Request for Proposal
SIDBI	Small Industries Development Bank of India
SP	Service Provider
TDS	Tax Deducted at Source
WAN	Wide Area Network
XML	Extensible Markup Language
ZO	Zonal Office

Table of Contents

1	<i>Critical Information Summary</i>	2
2	<i>INTRODUCTION AND DISCLAIMER</i>	6
2.1	Purpose of RfP	6
2.2	Information Provided	6
2.3	For Respondent Only.....	6
2.4	Confidentiality	6
2.5	Disclaimer	7
2.6	Costs Borne by Respondents	7
2.7	No Legal Relationship	7
2.8	Recipient Obligation to Inform Itself.....	7
2.9	Evaluation of Offers	7
2.10	Errors and Omissions	7
2.11	Acceptance of Terms.....	7
2.12	Disqualification	8
2.13	Requests for Information.....	8
2.14	Notification	8
3	<i>BACKGROUND</i>	9
3.1	About SIDBI.....	9
3.2	Present Scenario	9
4	<i>CURRENT RFP OBJECTIVE</i>	10
4.1	Project Objective	10
4.2	Hosting of Website.....	10
4.3	Corporate Internet Mail Facility:	12
4.4	Network Connectivity	12
5	<i>LODGMET OF RFP RESPONSE</i>	14
5.1	Selection process	14
5.2	Details of Bids to be submitted.....	14
5.3	Important conditions	15
5.4	Registration of RfPs.....	15
5.5	RfP Validity Period	16
6	<i>BID EVALUATION METHODOLOGY</i>	16
6.1	Introduction.....	16
6.2	Minimum Eligibility Criteria.....	17
6.3	Evaluation of Technical Bids.....	17
6.4	Evaluation of Commercial Bids	19



6.5	Final Selection of the Eligible Bidder	20
7	Commercial Terms & Conditions.....	20
8	General Terms & Conditions	24
	<i>Annexure – A Technical Proposal Format.....</i>	<i>33</i>
	<i>Annexure – B Commercial Bid Format.....</i>	<i>41</i>
	<i>Annexure – C Compliance Certificate.....</i>	<i>42</i>
	<i>Annexure – D Checklist for Respondents.....</i>	<i>44</i>
	<i>Annexure – E Power of Attorney.....</i>	<i>45</i>
	<i>Annexure – F Performance Guarantee Format.....</i>	<i>46</i>

2 INTRODUCTION AND DISCLAIMER

2.1 Purpose of RfP

The purpose of this Request for Proposal document (“RFP”) is to appoint suitable organisation for hosting and Corporate Internet mail solution with dedicated Mail server for a period of five year tentatively starting from **February 1st 2011**.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful bidder as identified after completion of the selection process as detailed under **Chapter 6 – Bid Evaluation Methodology**.

2.2 Information Provided

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

2.3 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organisation.

2.4 Confidentiality

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

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

2.5 Disclaimer

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

2.6 Costs Borne by Respondents

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

2.7 No Legal Relationship

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

2.8 Recipient Obligation to Inform Itself

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

2.9 Evaluation of Offers

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

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

2.10 Errors and Omissions

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

2.11 Acceptance of Terms

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

2.12 Disqualification

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

2.13 Requests for Information

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

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

All questions relating to the RFP, technical or otherwise, must be in writing only to the Nominated Point of Contact.

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

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

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

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

2.14 Notification

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

3 BACKGROUND

3.1 About SIDBI

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

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

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

The SIDBI provides its services through a network of around **100+** offices, which is likely to increase in near future, located all over India. Detailed information on the functions of the SIDBI is provided on the website, www.sidbi.in.

3.2 Present Scenario

Presently, the contents of SIDBI website (www.sidbi.in) are hosted with NETMAGIC Solutions Pvt. Ltd. It is a dynamic website with search facility of documents using the MS SQL Server and My SQL as database backend. Further many J2EE based and database related facilities and activities like User registration, Know your accounts etc. are hosted, which uses JBoss /Tomcat and MySQL as database. Currently the SIDBI Website is under development for WCAG 2.0 Level AA compliance and all the web contents shall be made WCAG2.0 level AA complied. Further, for monitoring SIDBI website for possible network attacks, CNAM services from NETMAGIC are being used.

SIDBI is also having a corporate mail facility with the present ISP, which is being used to send/receive Internet mails and is integrated with Lotus Notes Server at SIDBI, Mumbai for routing of Internet mails to the users of SIDBI across the organization. Routing of mails to SIDBI Wide Area Network is automatically done by the Lotus Notes servers which are installed at SIDBI offices. The master POP3 mailbox from the ISP is having (*) facility i.e., all the mails addressed to @sidbi.in is routed to this mailbox (catch all mail account). Mail server at ISP is configured to immediately forward the incoming mails to SIDBI from the single master POP3 mailbox. SIDBI is having a 3 Mbps dedicated (1:1) internet connection

The above infrastructure details given are for information only.

4 CURRENT RFP OBJECTIVE

4.1 Project Objective

SIDBI wishes to appoint competent organisation for hosting of SIDBI Website on a dedicated server and Corporate Internet mail solution. SIDBI is looking for the following services.

- a) Website hosting Services with applications using database
- b) Corporate Internet mail facility (*@sidbi.in), Integrated with Lotus Notes (R7 and above). * may be any user name created in Lotus Notes mail server at SIDBI.
- c) Point to point connectivity from the vendor's Datacenter to SIDBI BKC. Vendor to note that order for network connectivity would be placed at a later stage. However for evaluation of the proposals and shortlisting of vendor's network connectivity component would be taken into consideration.

Detailed scope of RfP is being mentioned below:

4.2 Hosting of Website

SIDBI is looking for server hosting service providers with the following criteria:

1. The vendor should be engaged in services of web-hosting & services.
2. The servers should be hosted in Tier III or above Commercial Data Center(s) located in India
3. Servers should be hosted in climate-controlled Data Centre with premium UPS power backup, stand-by diesel generator and fire suppression system
4. To provide necessary secured access to the website to carryout changes / modifications and copy / upload files as and when required.
5. Surveillance cameras and bio-metric/key-card controlled access to Data centre
6. Routine daily backup for website files; Twice daily database backups
7. 24/7 uptime monitoring with 99.5% uptime and availability SLA on a monthly basis. To provide uptime / downtime report on monthly basis.
8. Anti-virus software protection. Hardware firewall & intrusion prevention systems to prevent unauthorized access to data.
9. Network Attack Monitoring Tools generating periodic reports for monitoring of website attacks. Detail Analysis report of attacks and suggestions on plugging the security holes and reducing network attacks. Such reports should be submitted on monthly basis and as and when asked by SIDBI.
10. Website Statistics: The vendor should provide downloadable on-line usage statistics for the website.

11. Vendor need to provide complete backup of the website at every quarter end.

4.2.1 Infrastructure Requirement

IT Infrastructure Requirements for the hosting of SIDBI website are mentioned below:

12. Dedicated Server on lease basis with Windows 2003 or above Operating System.
13. Minimum 100 GB space on Windows Server
14. Internet Information Server (IIS)
15. CDONTS/CDOSYS Mail Component (part of IIS)
16. Configuring IIS server setting for dynamic fonts of Hindi and Unicode (UTF8 / UTF16) for Hindi
17. MS SQL Server & MYSQL database with minimum 10 GB Database space
18. ASP smart Upload Component
19. The website and mail Host servers should be having necessary protection from hacking, different kinds of attacks/vulnerabilities. Suitable IT security measures/solutions like firewalls, IDS, IPS should be available for protection of servers.
20. Providing necessary links on website to application software like “Online Preliminary Application”, “Know Your Account Status” applications hosted on SIDBI servers
21. Network Monitoring tool for generation of detailed network attack reports along with suggesting compliance / preventive plug the attacks and reduce security holes.
22. Vendor to provide a single point account manager who would be interacting with SIDBI for all the tasks related to the project and would be responsible for resolution of the tasks assigned w.r.t. the project to the vendor.
23. Vendor to provide a call monitoring mechanism (preferably web based solution supported with e-mail / telephone calls) for managing all tasks related to the SIDBI website and other tasks related to the website hosting, security incidences and corporate mail facility.
24. **User Acceptance Test (UAT) environment:** A standby replica of the website should be hosted on the server to perform UAT of each change requests and updates could be conducted verified by SIDBI webmaster.
25. **Commencement of Project:** The project would commence from 15 days prior to the actual project start date i.e. February 1st, 2011, as a part of infrastructure planning, acquirement, handing over and taking over activity by the vendor with our existing service providers.

4.2.2 Software Requirements

26. Java Runtime Environment J2SDK 1.4.2 or above.
27. Web Server (Tomcat 4.1 or above / JBoss 4.0 or above).
28. Database Server (MySQL 5.0 or above and MS SQL) with minimum 10 GB database space.

4.3 Corporate Internet Mail Facility:

The offered solution by the vendor should satisfy the following requirements.

29. Mail server should be capable of handling a mail traffic of **3 GB** per day
30. It should be integrated with existing Lotus Notes mail server at SIDBI.
31. The mails are received in a single master POP3 mailbox. The internet mails received in this mail box are forwarded to SIDBI mail server on real-time basis. The internet mails received in this mail box are also stored in mail server as backup.
32. Backup server arrangement in case primary mail server is down at vendor site.
33. It should be integrated with reputed anti virus/spam software for protection from spam/viruses.
34. The offered solution should work off-line i.e. Even main Primary Lotus Notes Server is switched off, mails addressed to sidbi.com / sidbi.in users should reach ISP mail server. Whenever the Lotus Notes server is up, it should download mails.
35. Full featured filtering of SPAM / Junk mails at ISP i.e., before delivering in mail box. Vendor should continuously fine-tune AV/Spam filtering based on spam mails received/reported.
36. Provision of mail ID where Junk mail (SPAM) is forwarded and for reviving / retrieving any required mail
37. Multiple copies of same mail should not be delivered.
38. Outbound mails from should not bounce due to reverse DNS look-up checking and necessary solution to be provided.

4.4 Network Connectivity

39. To provide point to point connectivity between SIDBI, BKC and the vendor's location. Primary and backup connectivity should be WIRED with initial bandwidth capacity of 4Mbps and scalable up to maximum bandwidth of 10Mbps during the tenure of contract for both the links.
40. Primary and backup links to be extended from two different service providers to ensure link level / service provider level redundancy.

41. The handoff of the links should be on Ethernet i.e., should terminated on Ethernet port of router at SIDBI, BKC.
42. Primary and backup links to be configured in active / passive mode i.e., backup to be used only on failure of primary.
43. To provide Firewall / UTM of Cisco / Fortigate at SIDBI, BKC for termination of the links on lease basis throughout the period of contract. The device should be configured in routed mode. The firewall / UTM should contain IPS and antimalware modules.. The device should support maximum bandwidth of 10Mbps.

The offered device should be rack mountable. Vendor is required to provide rack mounting kit. Any additional hardware, if necessary for connectivity is to be provided by the vendor.
44. Vendor to apply all the patches, upgrade IOS etc., as and when released by the OEM during the tenure of the contract.
45. In event of any performance degradation, the vendor to upgrade the hardware without any additional cost.
46. Integration of Links with SIDBI, WAN and LAN at DataCenter.
47. To provide end to end managed service for the links and hardware supplied. This includes provisioning of links and requisite hardware, installation, configuration, commissioning, hardening, maintenance, security and proactive monitoring/reporting.
48. Firewall / UTM at vendor end may be shared or dedicated. The Service provider to decide for the same. Service provider to provide firewall, IPS and antimalware services. In case of shared firewall/UTM separate context to be created for SIDBI. There should not be any restriction on number of policies applied on the appliance for SIDBI.
49. To provide MIB of router to enable SIDBI to configure the monitoring tool for additional monitoring by Bank's network team.
50. Bank is subjected to various audits [internal / statutory / RBI etc.]. In the event of any observation by the audit regarding security etc., of the connectivity the same will be intimated to service provider. Vendor to assist the Bank for compliance of the same. Vendor to perform site inspection to verify the appropriateness of the sites before installation / commissioning of the network.
51. Upgradation of bandwidth from current contracted value to higher value as per contracted rate.
52. Insurance: As all the delivered hardware will be owned by vendor during the entire period of the contract, vendor to take insurance for all the network hardware items

installed in the premises of SIDBI for the entire duration of the contract period against all risks.

53. Uptime requirement of network should be 99.5% on monthly basis.

54. To provide link wise uptime / downtime report on monthly basis

The detailed scope for Network connectivity is detailed above. However, initially the order will be placed for Website Hosting & Mail facility only. The order for Network connectivity would be placed separately, whenever required by SIDBI.

5 LODGMENT OF RFP RESPONSE

5.1 Selection process

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

5.2 Details of Bids to be submitted

Bidders are required to submit their responses in four sealed envelopes:

Envelope	Bid	No. of copies	Label on Sealed Envelope	Reference in RfP
I	Security deposit	1	Website Hosting & Mail Facility – Security deposit	Chapter 7 (Pt. 5)
II	Technical Bid	2 copies (1 softcopy)	Website Hosting & Mail Facility – <u>Technical Bid</u> – Tender Number – Tender Due Date – Bidder's Name	Annexure – A,C,D,E,F
III	Commercial Bid	1	Website Hosting & Mail Facility – <u>Commercial Bid</u> – Tender Number – Tender Due Date – Bidder's Name	Annexure B

- SIDBI accepts no responsibility for the premature opening of any incorrectly marked Bids.
- Bids should be enclosed with all relevant documentary proofs / certificates duly signed and sealed as mentioned in **Chapter 6, 7 & 8**.
- Envelope **II** should contain softcopy of respective technical responses in CDs.

Bids are to be addressed to and submitted at following address:

Chief General Manager (Systems)

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

Telephone No. : +91 – 22 – 67531100, 67531228

Fax No. : +91 – 22 – 67531236

SIDBI will evaluate proposals of the respondents on the basis of methodology mentioned in “**Chapter 6 – Bid Evaluation Methodology**”.

5.3 Important conditions

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

- Copies of the Bid must be submitted on or before the closing date and time as mentioned in Critical Information Summary.
- Responses must be submitted as per specified form and format mentioned in this RfP document. Bids, submitted in different form or format, are liable to be rejected by the SIDBI.
- Relevant documents must be submitted as proof wherever necessary. All the pages must be signed by the authorized signatory of the respondent.
- Faxed copies of any submission are not acceptable and will be rejected by the SIDBI.
- All copies of Bids and attachments must be provided in a sealed envelope.
- Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- The submitted bids, including any accompanying documents, will become the property of SIDBI. Recipients shall be deemed to license and grant all rights to SIDBI to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose the contents of the submission to other Recipients 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 that may subsist in the submission or accompanying documents.
- Only one submission of response to RFP by each vendor will be permitted.
- SIDBI will not answer any communication submitted by Respondents later than Last date for requesting clarifications as mentioned in “Critical Information Summary” section of RFPs. However, SIDBI 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.

5.4 Registration of RfPs

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

5.5 RfP Validity Period

The Bids must remain **valid and open for evaluation according to their terms for a period of at least three (3) months** from the date & time, the submission of bids closes.

6 BID EVALUATION METHODOLOGY

6.1 Introduction

The objective of evolving this evaluation methodology is to facilitate the selection of the Service provider at optimal cost.

To meet SIDBI's requirements, as spelt out in this RFP, the selected SP must have the requisite experience in providing services in the field of Information and Communication Technology, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required software and provide the services sought by SIDBI, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by SIDBI is indicated below. The purpose of it is only to provide the Bidders an idea of the evaluation process that SIDBI may adopt. SIDBI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation SIDBI may seek specific clarifications from any or all the Bidders.

SIDBI will evaluate proposals of the respondents on the basis of Technical Capability of the respondent in delivery of services. Therefore, respondents should submit necessary details that would help evaluation for their responses.

SIDBI will constitute a Technical committee to examine in detail the competence of respondents to ensure capabilities to handle proposed project. The SIDBI also reserves the right to include any outside consultants/experts in the said Technical committee.

6.2 Minimum Eligibility Criteria

The Vendor must satisfy the following minimum criteria.

1. The vendor should be a registered company. Copy of registration certificate to be enclosed.
2. The bidder should have a minimum average annual turnover of Rs. 30 crore over the last three (3) financial years. The bidder should have positive networth and cash profit [i.e. no cash loss] in two (2) years out of last three (3) years. Supporting the fact the bidder should furnish auditor certificate for last three years ending March / June 2010.
3. The Vendor should have at least one of the below certifications for their data centers
 - ISO 27001
 - IS 1893:1984 Seismic Compliance (Optional)
4. Vendor should have at least one of the following certifications for their data centers
 - TL 9000 ITIL certification
 - ISO 9001 for Quality Process
 - ISO 20000 ITSM based Service delivery
5. Data centre should commit an uptime and availability SLA of at least 99.5% on a monthly basis.
6. The service provider should have been operating Tier III Commercial Data Centres for a minimum period of two (2) years in India.
7. The vendor should have office in Mumbai / Navi Mumbai / Thane. All the activity shall take place at SIDBI, Mumbai.
8. The servers on which website is hosted should be in data centers located in India.
9. The Vendor should have minimum two (2) All India financial institution / Banking customers hosting website facilities at their data centres.
10. The vendor should be an ISP or having tie-up with ISP and having necessary infrastructure for providing Mail facility.
11. The vendor should have network handshake with atleast three (3) Tier-1 Telecom providers in India. Details of service provider to be provided.
12. The vendor should be able to provide complete managed services for the network.

6.3 Evaluation of Technical Bids

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

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

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

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

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

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

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

T = Technical score obtained in the current bid

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

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

1. Methodology/Approach proposed for accomplishing the proposed project.
2. Professional qualifications and experience of the key staff proposed/ identified for this assignment.
3. Prior experience of the bidder in undertaking projects of similar nature.
4. Activities / tasks, project planning, resource planning, effort estimate etc.
5. Usage of Project Management tools

Various stages of technical evaluation are presented below:

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

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

6.3.1 Evaluation Criteria – Technical bid

Parameter of the technical evaluation criteria are broadly classified under 4 heads - Credentials, Website Hosting experience, Website Maintenance experience, and Corporate Internet Mail facility.

SN	Parameters	Marks
1.	Credentials <ul style="list-style-type: none"> ▪ Competence of organization and experience for similar assignment ▪ Understanding of work content and requirements of the Assignment and Ability to guide and provide relevant information ▪ Usage of Project Management tools (web based tool for task management of the project) 	20
2.	Website Hosting Experience Competence of Organization for Website Hosting, Security & Infrastructure availability & Maturity of Datacenter	40
5.	Corporate Internet Mail Facility Domain experience involving Implementation of Corporate mailing solution (preferably Lotus Notes based)	20
6.	Network Connectivity	20
Total		100

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

Note:

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

6.4 Evaluation of Commercial Bids

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

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

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

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

Where, RS_{Com} = Relative score for Commercial Bid of the vendor
 C = Commercial bid value of the current bid
 C_{Low} = Lowest commercial bid value out of all the bids obtained

6.5 Final Selection of the Eligible Bidder

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

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

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

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

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

7 Commercial Terms & Conditions

Bidders are requested to note following commercial terms and conditions for this outsourcing project.

1. **Currency** - The Bidder must quote commercials in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.
2. **Tax & Octroi** - The fee quoted must include all costs and taxes / cess such as service tax, Education cess, sales tax, VAT, custom duties, transportation, installation and any other levies imposed by government from time to time, that need to be incurred. TDS as applicable would be deducted while making the payments to the selected SP.
3. **Validity of Bids** - The prices and other terms offered by Bidders must be firm for an acceptance period of three (3) months from date of closure of this RfP.
4. The commercial bids should be as per the format mentioned in the RFP. In addition, the break-up of the amount over the five years also needs to be given as per the format given. Item-wise unit cost, wherever asked, must be given as per format. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
5. **Earnest Money Deposit (EMD)** - All the responses must be accompanied by a refundable interest free security deposit of **Rs.80,000/-** (Rs. Eighty Thousand only), in the form of Demand Draft / Bankers Cheque in favour of "**Small Industries**

Development Bank of India” payable in Mumbai. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

Request for exemption from Security Deposit will not be entertained.

The EMD amount of all **unsuccessful bidders** would be refunded upon:

➤ The end of the bid validity period, including extended period (if any),

OR

➤ Receipt of the acceptance of the Purchase order placed with the selected Bidder.

Successful bidder will be refunded the EMD amount only after submission of performance guarantee as mentioned at **point 5** below.

6. Performance Guarantee - The selected Bidder will be required to provide a 10% margin of the contract value as Performance Guarantee, in the form of bank guarantee from a scheduled commercial bank. The performance guarantee should be valid till at least three months period beyond the expiry of the contract period along with an invocation period of further 3 months. The draft format of the performance bank guarantee is given in Annexure F.

7. Acceptance: The web hosting and corporate mail facility will be deemed to be accepted only after it is tailored to SIDBI’s requirements as per scope and successful integration of corporate internet mail facility with Lotus Domino Mail server at SIDBI.

8. Payment Terms –Payment would be settled **quarterly**, at the end of Quarter, against the delivery of the Services including network during the corresponding period. Penalty calculation would be on monthly basis.

9. Payments

- a. Invoices should be submitted in accordance with the specific instructions provided below.
- b. Subject to SIDBI being satisfied that the SP are or have been carrying out their duties, obligations and responsibilities under the assignment, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- c. If for any reason SIDBI is dissatisfied with performance of the Contract, an appropriate sum may be withheld from any payment otherwise due. In such an event SIDBI shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- d. Should SIDBI determine after paying for a particular service that the service has not been completed satisfactorily, SIDBI may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.

10. Payment in case of Termination of assignment – In case the engagement is terminated payment will be made as follows :

- Payment towards services will be made on pro rata basis, for the services, which have been completed & accepted by SIDBI, after deducting applicable penalty and TDS/other taxes.
- SIDBI will continue to own the deliverable submitted by SP and reserve the right to appoint any third-party.

11. At the end of the contract period or in the event of termination / cancellation of agreement, the vendor will assist in smooth migration of the website from their servers to that of a new vendor.

12. Penalty

- **Default in Delivery of Services:** If the vendor fails to install / implement the hosting of website/systems within stipulated time, SIDBI will impose a penalty of 1% of the order value for each week delay attributable to the vendor, subject to maximum of 5% of value of the contract value. In case the delay exceeds five weeks, SIDBI reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received from the vendor shall be forfeited.
- **Website/Server downtime:** Bidder should give uptime and availability guarantee of 99.5% on monthly basis. The servers hosting website should be under warranty/AMC with respective vendors of the server for ensuring server maintenance and uptime. In case the website/ server availability and uptime falls below the guaranteed level, SIDBI will impose a penalty at the rate of 1% on monthly rental charges for Server hosting for every additional 0.5% downtime subject to a maximum of 10% of the value of the monthly charges. The downtime will be calculated on the monthly basis.
- **Network availability / uptime:** Bidder should give uptime guarantee of 99.5% on monthly basis. In case network uptime falls below the guaranteed level , SIDBI will impose a penalty at the rate of 5% on monthly network charges for every additional 0.5% downtime subject to a maximum of 50% of the value of the monthly charges. The downtime will be calculated on the monthly basis.

In case one link is working fine and the other link fails the same should be made operational within 8 hours. In the event of non-operational of the link penalty at the rate of Rs.500/- per day would be levied.



- **Exclusions:** Downtime due to following situations will not be considered for the purpose of calculation of penalty:
 - b. Scheduled maintenance by service provider with prior intimation to SIDBI
 - c. Power failure at SIDBI location
 - d. Force majeure events

8 General Terms & Conditions

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures. Failure to furnish all information required in the RfP Documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RfP Document in every respect may result in rejection of the response.
2. At any time prior to the deadline for submission of Bids SIDBI may, for any reason, whether at his own initiative or in response to a clarification requested by prospective Bidder(s), modify the RfP by amendments, which will be informed to all the bidders through website hosting / e-mail / letter / fax etc. All such amendment shall become part of the RfP.
3. Bidder must take into consideration each and every line of this RfP document while preparing technical and commercial proposal for the project. Bidder is requested to get any issue clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder, the Service Provider (SP), to deliver each and everything as per the scope of the project during the contracted period. SIDBI will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right direction.
4. SIDBI reserves the right to extend the dates for submission of responses to this document with intimation to the bidders.
5. SIDBI reserves the right to change the requirement specifications and ask for the revised bids or cancel the process without assigning any reasons.
6. Website Hosting: The vendor should host Website on Web servers located in it's own Datacenter.
7. In case any problem like website crash / hacking etc., the vendor would take maximum 2 hours during business hours or maximum 8 hours during non-business hours to make the website up and running.
8. Vendor should provide web-based software tool for logging and monitoring of web maintenance tasks.
9. The amount of security deposit would be forfeited:
 - in case the Bidder withdraws during the validity period of the bid; OR
 - in case the Bidder refuses to accept the Letter of Intent (LOI) or accept and sign the purchase order as specified in this document within a reasonable time period.

- in case the selected Bidder fails to provide the performance guarantee.
10. **Adherence to Terms and Conditions** – The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.
 11. **Professionalism** – The SP should provide professional, objective and impartial advice at all times and hold the SIDBI's interests paramount and should observe the highest standard of ethics while executing the assignment.
 12. **Adherence to Standards** –The SP should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities
 13. The SIDBI reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of projects.
 14. In the eventuality of the selected Service provider not being able to perform the agreed tasks; mobilise the proposed team; discard the project midway, etc., SIDBI reserves the right to take appropriate action (including legal action; blacklisting the agency for any contract award by SIDBI or its partners, etc.) in addition to termination of the contract.
 15. The scope of the proposal shall be on the basis of single point responsibility, completely covering the services specified under this RfP.
 16. **Authorized Signatory** – The bidder shall indicate the authorized person who can discuss and correspond with the SIDBI during the selection process and finalizing its obligations.
 17. Any technical or commercial bid, submitted cannot be withdrawn / modified after the last date & time of submission of the bids.
 18. SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of SIDBI, the information furnished is incomplete or the Bidder does not qualify for the contract.
 19. The Commercial and Technical bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be rejected.
 20. By submitting a proposal, the Bidder agrees to promptly contract with SIDBI for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with SIDBI will relieve SIDBI of any obligation to the Bidder, and a different Bidder may be selected.

21. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by SIDBI.

22. **Termination –**

- a. SIDBI may, at its sole discretion and at any time terminate the Contract and inform the SP of SIDBI's decision by written instruction to that effect after giving a notice of three month for the same. In the event of the Contract being so terminated, the SP shall take such steps, as are necessary to bring the Services to an end (including terminating any sub-contracts placed by the SP) in a cost effective, timely and orderly manner. In the event of termination of contract the vendor will assist in smooth migration to new vendor.
 - b. Should the Services or any portion thereof not be carried out to the satisfaction of SIDBI as notified under “**Chapter 7 Section 9.c**” or within the time or times specified in or under the Contract, SIDBI may, without prejudice to any other remedies, by notice in writing to the SP terminate the Contract either in respect of the Services which have not been carried out in accordance with the Contract at the time of such termination or in respect of all the Services to which the Contract relates other than those carried out in accordance with the Contract before that time. In such case the SP shall not be entitled under the Contract to payment of any amount by way of compensation.
 - c. The Contract may be terminated by SIDBI by notice in writing to the Service Provider if at any time the Service Provider either directly or through their servants or agents or consortium partners commit any breach of their obligations hereunder or being an individual or, where the SP are a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order or administration order made against them or shall make any composition or arrangement with or for the benefit of their creditors or shall make any conveyance or assignment for the benefit of their creditors or if the SP being a company, an order is made, or a resolution is passed, for the winding up of the SP, otherwise than a member's voluntary winding up for the purpose of amalgamation or reconstruction (subject to the prior approval of SIDBI) or a receiver or administrator is appointed of the whole or any part of the undertaking of the SP, SIDBI may forthwith terminate the Contract.
23. By submitting the 'Letter of Competence' as per the format given in “**Annexure C – Compliance Certificate**”, the Bidder undertakes that it is an expert, fully competent in all phases involved in the performance of the provisions of this RfP. The Bidder also acknowledges that SIDBI relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RfP.

24. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Guarantee in addition to other remedies available to it under the contract or otherwise if the selected Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.
25. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by SIDBI. These responses would be deemed to be legal documents and will form part of the final contract. Bidders are requested to attach a letter from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and could be rejected. Format of letter is given in “**Annexure C**” and Power of attorney is given in “**Annexure E**”.
26. SIDBI shall release the payment to SP as per the agreed payment terms mentioned in commercial terms and conditions.
27. The Bidder undertakes to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
28. Responses received after the due date / time would be considered late and may not be accepted or opened.
29. SIDBI would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid to the Bidder.
30. SIDBI shall not be held liable for costs incurred during any discussion on proposals or proposed contracts or for any work performed in connection therewith.
31. **Bidder Clarifications:** Bidders shall have the opportunity to clarify doubts pertaining to the RfP in order to clarify any issues they may have prior to finalizing their responses. All questions are to be submitted to the contact mentioned in Chapter 1: Critical Information summary, and should be received by the point of contact not later than the date mentioned in “**Chapter 1 – Critical Information**” of this RfP document. Responses to inquiries and any other corrections and amendment will be made available all the bidders. The Bidder, which posed the question, will remain anonymous.
32. SIDBI will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
33. To assist in the scrutiny, evaluation and comparison of offers, SIDBI may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such

clarifications and the response will necessarily be in writing. SIDBI has the right to disqualify the Bidder whose clarification is not received by SIDBI by the stipulated date and time or is found not suitable to the proposed project.

34. SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. SIDBI reserves the right to make any changes in the terms and conditions with information to all bidders. SIDBI will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
35. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the responses. Technical details must be completely filled up. Correct technical information / description of the services / product being offered must be filled in specific terms. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. SIDBI may treat proposals not adhering to these guidelines as unacceptable.
36. SIDBI may appoint the services of an external consultant for evaluation of the bid proposal.
37. SIDBI may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of SIDBI contains any false or misleading claims or statements. SIDBI has no liability to any person for excluding or rejecting any such proposal.
38. **Subcontracting** - The vendor / primer vendor shall not subcontract or permit anyone other than its personnel or consortium partner to perform any of the work, service or other performance required by the vendor under the contract without the prior written consent of the SIDBI.
39. **Conflict of Interest** – Bidders must disclose in their Bid details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest; if they were awarded this contract. Where Bidders identify any potential conflicts they should state how they intend to avoid such conflicts. SIDBI reserves the right to reject any Tender which, in SIDBI's opinion, gives rise, or could potentially give rise to, a conflict of interest.
40. This RfP contains information proprietary to SIDBI. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees (of the prime Bidder or bona fide consortium partners) involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of SIDBI.

41. Responses received become the property of SIDBI and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
42. 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 but shall not operate to relieve the Bidder of any of his obligations.
43. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of deliveries in accordance with the approved schedule and the steps being taken to remedy such a situation.
44. **Indemnity** – Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of the Bidder, its employees, its agents, or employees of the consortium partners in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
45. Any publicity by the Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.
46. Bidder should guarantee that the software and allied components used to service SIDBI are licensed and legal.
47. 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 the Contract. The SP is responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanours.
48. **IPR Infringement** – As part of this project bidder / SP may use different software. If the use of any such software by / for SIDBI, infringes the intellectual property rights of any third party, SP shall be primarily liable to indemnify SIDBI to the extent of 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 conditions the claim relates to Software provided / used by Bidder / SP under this project.
49. **Limitation of liabilities** - Save and except the liability under “**Clause No. 48 -- IPR Infringement**”, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any

and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of Bidder / SP, arising at any time shall not exceed the total contract value.

50. **Force Majeure:** The Bidder shall not be liable for forfeiture of its, 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 is the result of an event of force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of SIDBI either in fires, floods, earthquake, strikes, lock-outs and freight embargoes.
51. If a Force Majeure situation arises, the 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, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
52. 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.
53. Notwithstanding above, the decision of SIDBI shall be final and binding on the Bidder.
54. **Resolution of Disputes:** SIDBI and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal discussions, SIDBI and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.
55. The dispute resolution mechanism to be applied shall be as follows:
- In case of Dispute or difference arising between SIDBI and the Bidder relating to any matter arising out of or connected with this contract, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator mutually agreed upon by the parties hereto, from a panel of three (3) arbitrators suggested by SIDBI.

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

57. The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.

58. Applicable Law and Jurisdiction of court

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts).

59. No conflict between the Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

60. 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.

61. **ASSIGNMENT** : Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the SIDBI.

Annexure

Annexure – A Technical Proposal Format

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

Tender no. -----

Section A: Minimum Eligibility

Form 1: This section of the form is to be filled up by the vendor

Incorporation				
A.1.1	Name of the company			
A.1.2	Year of establishment			
A.1.3	Year of establishment in India [@]			
Profitability				
A.2.1	Net Profit (Rs.) Cash Profit (Rs.) ^{@@}	FY 2010/09	FY 2009/08	FY 2008/07
Turnover				
A.3.1	Turnover (Rs.) Net worth(Rs.) ^{@@@}	FY 2010/09	FY 2009/08	FY 2008/07
Quality : If Yes, mention year of certification and validity^{@@@}				
A.4.1	Whether certified at ISO 27001 or equivalent standards	Yes	No	<input type="checkbox"/> Year []
A.4.2	IS 1893:1984 Seismic Compliance (Optional)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Year []
A.4.3	TL 9000 ITIL certification	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Year []
A.4.4	ISO 9001 for Quality Process	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Year []
A.4.5	ISO 20000 ITSM based Service delivery	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Year []
Technical				

A.5.1	Website Hosting Services offered	Yes No
A.5.2	Corporate Mail Facility offered	Directly (ISP) ISP-Tie-up Not offered
A.5.3	Website Server / Data Centre located in India	Yes No (Outside India)
A.5.4	Client reference for Website hosting submitted (Minimum 2 All India FI / Banking site)	Yes No
A.5.5	Data centre SLA – uptime & availability commitment 99.5% (Monthly basis)	<input type="checkbox"/> Yes <input type="checkbox"/> No
A.5.6	Operating Tier III Commercial Data Centres since	<input type="checkbox"/> Year []
A.5.10	Network Handshake with Tier-1 Telecom providers ^{@@}	<input type="checkbox"/> Service Provider 1 <input type="checkbox"/> Service Provider 2 <input type="checkbox"/> Service Provider 3
A.5.11	Capable of providing complete managed services for the network. ^{@@} (Provide provide the details)	<input type="checkbox"/> Yes <input type="checkbox"/> No

[@] Please provide documentary proof in the form of “Certificate of incorporation” or other equivalent document

^{@@} Please provide documentary proof in the form of auditors certificate and audited financial statements.

^{@@@} Please provide documentary proof in terms of a copy of certificate for the ISO 27001 or equivalent.

^{@@@@} Please provide documentary proof either in the form of audited financial statements or in the form of a listing of the projects done with details such as client name, order value, scope of work, etc

Section B: Contact Details

B.1.1	Name of the company	
B.1.2	Location of Registered office /Corporate office and address	
B.1.3	Mailing address of the bidder	
B.1.4	Names and designations of the persons authorized to make commitments to the SIDBI	
B.1.5	Telephone and fax numbers of contact persons	
B.1.6	E-mail addresses of contact persons	
B.1.7	<p><u>Credential :</u> Details of : Description of business and business background, Service Profile & client profile Domestic & International presence Alliance and joint ventures</p>	
B.1.8	<p><u>Webhosting Experience:</u> Details of experience for similar Website Hosting assignment, <input checked="" type="checkbox"/> Competence of Organization for Website Hosting <input checked="" type="checkbox"/> Infrastructure <input checked="" type="checkbox"/> Availability & Maturity of Datacenter</p>	

Section C: Technical Evaluation

<u>General Requirements</u>		
1	24 X 7 support for web server / OS Management	
2	Shared Firewall / UTM should be provided.	
3	Antivirus software protection. Hardware firewall and intrusion detection & prevention systems to prevent unauthorized access to data	
4	Servers should be hosted in climate-controlled, data centre with premium UPS power backup, stand-by diesel generator and fire suppression system.	
5	Surveillance cameras and bio-metric/key-guard controlled access to data centre	
6	24/7 uptime monitoring with 99.5% uptime and availability SLA on a monthly basis	
7	Routine daily backup for website files; twice daily database backups	
8	Network Monitoring Tool : For monitoring Website Attacks alongwith report generation capability	
<u>IT infrastructure Requirements</u> (for hosting of SIDBI website)		
9	Dedicated Windows 2003 Server or above on lease basis (If any deviation it may mentioned)	
10	Internet Information Server (IIS) with CDONTS/CDOSYS Mail Component	
11	Configuring IIS server setting for dynamic unicode fonts of Hindi UTF-8/UTF-16	
12	ASP smart upload component can be integrated with existing Lotus Notes	
13	SSL123 certificate	
14	ASP smart Upload Component	
15	MS SQL Server and MYSQL database with minimum 10GB Database space	

16	<p>Providing necessary links on website to application softwares like “Online Preliminary Application”, “Know your Account Status”, “Know Your Loan Application Status” applications hosted on SIDBI servers.</p> <p>Software requirement for Application are:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Java Runtime Environment JSDK1.4.2 or above <input checked="" type="checkbox"/> Webserver (IIS6 or above/Tom Cat 4.1 or above/ JBoss 4.0 or above) <input checked="" type="checkbox"/> Database Server (MySQL 5.0 or above and MS SQL). 	
17	<p>Website and Corporate Mail Host servers having necessary protection from hacking, different kinds of attacks / vulnerabilities (Suitable IT security measures/solutions like firewalls, IDS, IPS should be available for protection of servers)</p>	
18	<p>Call monitoring mechanism (preferably web based solution supported with e-mail / telephone calls) for managing all tasks related to the SIDBI website and other tasks related to the website hosting, security incidences and corporate mail facility</p>	
Mail Facility		
19	<p>Dedicated Mail server with required specifications for handling receipt of in-bound Internet mails of 3 GB per day (Website should not be hosted on this mail server.)</p>	
20	<p>Minimum 25 GB storage space for Mails.</p>	
21	<p>Can be integrated with existing Lotus Notes.</p>	
22	<p>The mail received in a single master POP3 mailbox. The internet mails received in this mail box are forwarded in this mail Box are also stored in mail server as backup. The solution should work offline.</p>	
23	<p>Backup server arrangement in case primary server is down at vendor site</p>	
24	<p>Provision to store and forward in-bound mails from vendor mail server even when SIDBI Domino server is down. Provision to send single mail having multiple recipients.</p>	
25	<p>Scanning of incoming mails on mail server using effective Anti-Virus software. Necessary anti virus software / protection from viruses, malware and website attacks. Specify the anti-virus software and security features</p>	
26	<p>Full featured SPAM/JUNK Mail filtering (using SPAM guard software)</p>	
27	<p>Provision of mail ID where Junk mail (SPAM) is forwarded and for</p>	

	reviving / retrieving any required mail	
28	Ensure delivery of mail to all mentioned Mail IDs. Mechanism to ensure delivery of mail to correct mail ID	
Network Connectivity		
29	<p>To provide end to end managed service for the links and hardware supplied. This includes provisioning of links and requisite hardware, installation, configuration, commissioning, hardening, maintenance, security and proactive monitoring/reporting.</p> <p>The hardware provided by the bidder would be on lease basis throughout the contract period.</p>	
30	To provide point to point connectivity between SIDBI, BKC and the vendor's location. Primary and backup connectivity should be WIRED with <u>initial bandwidth capacity of 4Mbps and scalable up to maximum bandwidth of 10Mbps during the tenure of contract for both the links</u>	
31	<p>Primary and backup links to be extended from two different service providers to ensure link level redundancy.</p> <p>Specify the service provider's details.</p>	
32	The handoff of the links should be on Ethernet ie., should terminated on Ethernet port of router at SIDBI, BKC.	
33	Primary and backup links to be configured in active / passive mode ie., backup to be used only on failure of primary.	
34	<p>To provide Firewall / UTM of Cisco / Fortigate at SIDBI, BKC for termination of the links. The device should be configured in routed mode. The firewall / UTM should contain IPS and antimalware modules.. The device should support maximum bandwidth of 10Mbps.</p> <p>Specify the make, model and other details of appliance proposed.</p>	
35	The offered device should be rack mountable. Vendor to provide rack mounting kit.	
36	To provide any additional hardware, if necessary for connectivity.	
37	Integration of Links with SIDBI, WAN and LAN at DataCenter.	
38	Network uptime including hardware supplied should be 99.5% on monthly basis.	
39	Firewall / UTM at vendor end may be shared or dedicated. The Service provider to decide for the same. Service provider to provide	

	firewall, IPS and antimalware services. In case of shared firewall/UTM separate context to be created for SIDBI. There should not be any restriction on number of policies applied on the appliance for SIDBI. Specify solution proposed.	
40	To provide MIB of router to enable SIDBI to configure the monitoring tool for additional monitoring by Bank's network team.	
41	Service provider to assist the Bank for Audit compliance.	
42	Service provider to perform site inspection to verify the appropriateness of the sites before installation / commissioning of the network.	
43	Upgradation of bandwidth from current contracted value to higher / lower value as per contracted rate.	
44	Insurance for all the network hardware items installed in the premises of SIDBI for the entire duration of the contract period against all risks.	
45	To provide link wise uptime / downtime report on monthly basis	

Note:

- a. The Bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credential.
- b. The bidder should submit sample reports to substantiate capabilities of monitoring / reporting tools on various kinds of reporting to be submitted to SIDBI during the contract period.

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that SIDBI can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if SIDBI observes any misrepresentation of facts on any matter at any stage, SIDBI has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of three months, from the date of expiry of the last date for submission of response to RFP.

5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that SIDBI will have the right to disqualify us in case of any such deviations.

Annexure – B Commercial Bid Format

The Website Hosting and Corporate Mail Facility Service is required to be rendered on Fixed cost basis during the mentioned duration of One Year period of this project i.e. mutually agreed date tentatively from February 1, 2011.

No.	Service Categories as given in scope of work	Annual Cost (Rs.)					
		Year 1	Year 2	Year 3	Year 4	Year 5	Total
1	Website Hosting						
2	Corporate Mail Facility						
3	Network Security Services						
4	Network Connectivity 4Mbps bandwidth (inclusive of hardware cost)						
	Total [A]						
	Taxes and levies [B]						
	Grand Total [C = A + B]						

Note

- Grand total (i.e. “C” as above) cost for 5 years would be taken for commercial evaluation.

Optional Item

5	8 Mbps Bandwidth						
6	10Mbps Bandwidth						

Name of the Authorised Signatory of the bidder

Designation

Name of the Organisation

Seal

Signature of Authorised Signatory

Phone No.:

Fax:

E-mail:

Place :

Date :

Annexure – C Compliance Certificate

To,

Date :

General Manager (Systems)

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

Dear Sir,

Ref: - Your RFP Tender no. :

Dated : December , 2010

Having examined the Tender Documents including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide **Website Hosting & Mail Facility** in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.

We confirm that this offer is valid for three months from the last date for submission of Tender Documents to SIDBI.

This RfP document & our Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. If awarded, we undertake to complete the project within the scheduled time lines.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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. 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 agree that the SIDBI is not bound to accept the lowest or any Bid that the SIDBI may receive.

We have not been barred/black-listed by any regulatory / statutory authority.

We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

Thanking you,

Yours sincerely,

 Date Signature of Authorised Signatory ...

 Place Name of the Authorised Signatory ...

	Designation ...	
	Name of the Organisation ...	
Seal	E-Mail ID:	Phone No:

Annexure – D Checklist for Respondents

Please ensure that the submitted response covers the following areas.

Envelope I (Superscribed: “Website Hosting & Mail Facility –Tender Number , Tender Due Date, Bidder’s Name) – Security Deposit”	
Cost of RfP - Rs. 500/- (Demand draft / pay order in favour of SIDBI payable at Mumbai along with Technical bid)	
EMD – Security Deposit Rs. 80,000/- (Demand draft / pay order in favour of SIDBI payable at Mumbai along with Technical bid)	
Envelope II (Superscribed: “Website Hosting & Mail Facility –Technical Bid” Tender Number , Tender Due Date, Bidder’s Name)	
Annexure A – Technical Proposal Format Section A : Form 1 & Form 2 (dully filled and signed by the Vendor)	
Annexure A – Technical Proposal Format Section B: (dully filled and signed by the Vendor)	
Certificate of incorporation	
Copy of below mentioned certificate(s) 1. ISO 27001 certificate 2. IS 1893:1984 Seismic Compliance 3. TL 9000 ITIL certification 4. ISO 9001 for Quality Process 5. ISO 20000 ITSM based Service delivery	
Financial statements as mentioned in Annexure A – Technical Proposal Format : Forms 1 & 2	
Technical Proposal duly furnished by the vendor	
Annexure – C – Compliance Certificate	
Softcopy of the above Technical response should be submitted along with this response.	
Envelope III (Superscribed: “Website Hosting & Mail Facility – Commercial Bid” Tender Number , Tender Due Date, Bidder’s Name)	
Commercial Proposal duly furnished by the vendor	

Note: All the proposals should be duly signed by authorized signatories and Envelopes should be duly sealed and superscribed at the top

Annexure – E Power of Attorney

(To be executed on non-judicial stamp paper)

BY THIS POWER OF ATTORNEY executed on _____, 2010,
We _____, a Company incorporated under the Companies Act, 1956,
having its Registered Office at _____ (hereinafter referred to as
“the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee
no.>, < Designation> of the Company, as its duly constituted Attorney, in the name
and on behalf of the Company to do and execute any or all of the following acts,
deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal No. 400/2011/ /BYO/ISD dated 20/12/2010 for Website Hosting and Mail Facility for SIDBI 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

Annexure – F Performance Guarantee Format

(Sample Format)

TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE VALUE

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at 3rd Floor, SME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the Corporation for providing services for SIDBI's 'Project Details' hereinafter called "the said Agreement").

1. We, Bank (Bank Name and Details), do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the Corporation during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Corporation shall be final and conclusive.
2. And we Bank (Bank Name and Details), do hereby guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of Rs. _____ (Rupees _____ only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the 'Project Details' placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Corporation to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.
3. We, Bank (Bank Name and Details), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto

_____, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e _____, whichever is earlier.

4. We, Bank (Bank Name and Details), may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.
5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 months from _____, i.e. on or before _____, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.
6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.
7. The executant 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 authorising them to execute this guarantee.
8. Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Our liability hereunder is conditional upon your lodging a demand or claim with Bank (Bank Name and Details) on or before _____. Unless a demand or claim is lodged with Bank (Bank Name and Details) within the aforesaid time, 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. All claims under this guarantee will be made payable at Bank (Bank Name and Details). This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, which ever is earlier.

We, Bank (Bank Name and Details) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

In witness where of we have set and subscribed our hand and seal thisday of2011 .

SIGNED, SEALED AND DELIVERED.

BY

AT

End of Document