



# Small Industries Development Bank of India

## Request for Proposal (RfP)

*For*

**Outsourcing of Support Service**

**For**

**Implementation of Enterprise-wide IT solution**

Tender No. : **400/2011/613/BYO/ISD** dated **May 21, 2010**

Cost of RfP Document: Rs. 500/-

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# 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	June 1, 2010 @3 PM
Last date for requesting any clarifications	June 3, 2010 by 5 PM
Last date for submission of RfP	June 4, 2010 by 4 PM
Opening of Technical Bids	Last Date for submission of RfP @ 4.30 PM
<b>Cost of RfP</b>	<b>Rs. 500/-</b> [to be submitted in the form of demand draft /pay order in favour of SIDBI payable at Mumbai along with Technical bid]
<b>EMD</b>	<b>Rs. 25,000/-</b> [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](mailto:rksharma@sidbi.in), [standon@sidbi.in](mailto: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.

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

## Glossary

Abbreviation	Meaning
ALM	Asset / Liability Management
B2B	Business to Business
BAS	Branch Accounting System
BI	Business Intelligence
BO	Branch Office
BPR	Business Process Re-Engineering
CAD	Corporate Accounts Department
CAS	Corporate Accounts System
CIBIL	Credit Information Bureau (India) Limited
DC	Data Centre
DDS	Direct Discounting Scheme
DMS	Document Management System
EoD	End of Day
e-TDS	electronic TDS
FAQ	Frequently Asked Questions
FI	Financial Institution
GL	General Ledger
HO	Head Office
HR	Human Resources
HRMS	Human Resource Management System
IM	Information Management
IPR	Intellectual Property Rights
ISD	Information Services Department
IT	Information Technology
J2EE	Java 2 Enterprise Edition
KM	Knowledge Management
LAPS	Lending Appraisal and processing System (LAPS) of SysArc
MIS	Management Information System
NPA	Non-Performing Asset
OS	Operating System
PM	Policy Management
RfP	Request for Proposal
RFS	Refinance Scheme
SI	System Integrator
SIDBI	Small Industries Development Bank of India
SL	Subsidiary Ledger
SP	Service Provider
TA / HA	Travelling Allowance / Halting Allowance
TDS	Tax Deducted at Source
UAT	User Acceptance Testing
WAN	Wide Area Network
XML	Extensible Markup Language
ZO	Zonal Office

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**Table of Contents**


---

<b>1</b>	<b><i>Critical Information Summary</i></b> .....	<b>2</b>
	<b><i>Glossary</i></b> .....	<b>3</b>
<b>2</b>	<b><i>INTRODUCTION AND DISCLAIMER</i></b> .....	<b>6</b>
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 .....	8
2.12	Disqualification.....	8
2.13	Requests for Information .....	8
2.14	Notification.....	8
<b>3</b>	<b><i>BACKGROUND</i></b> .....	<b>9</b>
3.1	About SIDBI .....	9
3.2	Present Scenario .....	9
3.3	Project – ESA .....	10
3.4	Project - ESA Component.....	10
3.5	Products / Applications being implemented by SI.....	11
3.6	Network Security Solutions.....	12
3.7	Current status of ESA project.....	12
<b>4</b>	<b><i>CURRENT RFP OBJECTIVE</i></b> .....	<b>13</b>
4.1	Project Objective.....	13
4.2	Support Service – Project Scope.....	13
<b>5</b>	<b><i>LODGMET OF RFP RESPONSE</i></b> .....	<b>15</b>
5.1	Selection process .....	15
5.2	Details of Bids to be submitted.....	15
5.3	Important conditions.....	16
5.4	Registration of RfPs .....	17
5.5	RfP Validity Period.....	17

Tender No.: **400/2011/613/BYO/ISD**Dated: **May 21, 2010**

---

<b>6</b>	<b><i>BID EVALUATION METHODOLOGY</i></b> .....	<b>17</b>
6.1	Introduction .....	17
6.2	Minimum Eligibility Criteria .....	18
6.3	Evaluation of Technical Bids .....	18
6.4	Evaluation of Commercial Bids.....	20
<b>7</b>	<b><i>Commercial Terms &amp; Conditions</i></b> .....	<b>20</b>
<b>8</b>	<b><i>General Terms &amp; Conditions</i></b> .....	<b>23</b>
	<b><i>Annexure</i></b> .....	<b>32</b>
	<b><i>Annexure – A Technical Proposal Format</i></b> .....	<b>33</b>
	<b><i>Annexure – B Commercial Bid Format</i></b> .....	<b>36</b>
	<b><i>Annexure – C Compliance Certificate</i></b> .....	<b>37</b>
	<b><i>Annexure – D Proposed Team Profile</i></b> .....	<b>38</b>
	<b><i>Annexure – E Checklist for Respondents</i></b> .....	<b>39</b>
	<b><i>Annexure – F Performance Guarantee Format</i></b> .....	<b>40</b>
	<b><i>End of Document</i></b> .....	<b>43</b>

## **2 INTRODUCTION AND DISCLAIMER**

### **2.1 Purpose of RfP**

The purpose of this Request for Proposal document (“RFP”) is to appoint suitable organisation to extend Services for User Support for the ongoing Enterprise-wide IT solution project.

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 organisations, 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.

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

## 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	:	<b>R K Sharma</b>
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](http://www.sidbi.in).

### 3.2 Present Scenario

SIDBI has several financing schemes for Micro Small and Medium Enterprises (MSME) across the following broad areas:

- ◆ Direct Finance
- ◆ Receivable Finance
- ◆ Refinance
- ◆ Promotion and Development
- ◆ Micro-finance

The various legacy applications consisting of in-house developed applications and discrete software solution proceeded from various vendors viz. Credence, RAM (CRISIL), AFM (Oralce) etc. All the applications have been deployed centrally and accessed over the WAN using Citrix Metaframe presentation Server.

The systems, presently being used by SIDBI for different applications are given below:

Operating System	:	IBM AIX 5L, HP-UX, Windows NT/2000/2003, Linux
Backend database	:	Oracle 9i / 10g
Application Server	:	CITRIX Metaframe (Presentation Server 4.0),
Development Tools	:	Oracle Developer suite 6i, Java/JSP
Groupware	:	Lotus Notes Domino R7

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

LAN/WAN : TCP/IP Protocol / MPLS WAN network

The above infrastructure given is for information only.

### 3.3 Project – ESA

SIDBI is currently implementing **Enterprise-wide IT Solution** under the project named as “**Enterprise System Architecture – ESA**”, adequately support business needs and also provide flexibility to change in tune with future business and environmental changes. It envisages implementation of several components comprising business applications, support applications, business-efficiency enhancement tools, etc.

It would also facilitate in achieving better customer focus, integrated working environment, and support for quick decision making, information / knowledge management and automation of miscellaneous administrative / monitoring functions.

SIDBI had appointed **HCL Technologies Ltd.** as the System Integrator (SI) for implementation of the Enterprise-wide IT Solution.

### 3.4 Project - ESA Component

Various components being implemented under ESA project are grouped into three Tracks. Each track consists of and is named after one main component to which the other components in the track are related.

#### 3.4.1 Track 1: Portal

Track 1 consists of the proposed Intranet portal and several new areas, tools and business / operational efficiency enhancement applications.

1. SIDBI Website (includes B2B integration)
2. Corporate Intranet
3. Admin applications
4. Audit applications
5. Document management
6. Knowledge management, Policy Management & Information management
7. e-Learning

#### 3.4.2 Track 2: Integrated Accounting and MIS

Track 2 centers around an integrated accounting system and other applications that will depend upon and need to be tightly integrated with the accounting system.

1. Integrated Accounting & Enterprise General Ledger Implementation
2. Fixed Asset management
3. Business Intelligence / MIS
4. Customer Management (CM)

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

## 5. Resource Raising

**3.4.3 Track 3: Business Applications**

Track 3 centers on implementation of business applications, primarily an application supporting the end to end direct credit operations i.e. loan application submission, pre-disbursement appraisal, loan accounting, monitoring, Asset recovery and NPA management functions.

1. Direct Credit Appraisal
2. Direct Credit Accounting
3. Asset recovery and NPA Management

**3.5 Products / Applications being implemented by SI**

The list of various software products / custom developments, which are being implemented by the System Integrator to provide functionalities of each component, are listed below. Further, the macro level integration requirements, among various components and legacy applications are also given in the following table.

ESA Component	Component / Tool Details	Being Integrated with Applications (not limited to following)	
		ESA Deliverable	Legacy System
<b>Track -1</b>			
<b>SIDBI Website</b> (includes B2B integration) <i>Bespoke Application</i>	IBM Web-Sphere portal	CM; Resource Raising	Receivable finance, Invoice discounting
<b>Intranet</b> <i>Bespoke Applications</i>	Single point access for all SIDBI employee to access required business and support applications; <i>Tool</i> → IBM Web-Sphere portal extend	All applications	All functional, office automation and support applications
<b>Admin Applications</b> <i>Bespoke Applications</i>	Caters to administration related activities within SIDBI for employee related facilities, establishments; <i>Tool</i> → IBM Websphere	GL, Fixed Assets	HRMS/Payroll/PF
<b>Audit Application</b> <i>Bespoke Applications</i>	Facilitate internal audit of SIDBI's branches and departments. <i>Tool</i> → IBM Websphere	DM / Documentum Workflow Management	NIL
<b>Document Mgmt (DM)</b> <b>Knowledge Mgmt. / Policy Mgmt. / Information Mgmt. (KM/PM/IM)</b>	System to maintain information, knowledge, documents and policy related content. <i>Bespoke development - using Documentum</i>	Admin Application; Audit CM, Direct Credit, Asset Recovery and NPA (LAPS):	NIL

Tender No.: 400/2011/613/BYO/ISD

Dated: May 21, 2010

ESA Component	Component / Tool Details	Being Integrated with Applications (not limited to following)	
		ESA Deliverable	Legacy System
<b>E-Learning</b> (Ten iLMS)	To enhance and upgrade the skills of employees.		HRMS
<b>Track -2</b>			
<b>Integrated Accounting &amp; Enterprise General Ledger</b> <i>(Flexcube – GL together with Bespoke Applications)</i>	Receive distribution of disbursements, interest receipts & Accounts Payable; Customization with Flexcube GL module	Direct Credit (LAPS); Fixed assets; Resource raising; Admin System; Document Mgmt.	Forex dealing system; Treasury and Funds Mgmt; Legacy applications; Payroll etc.
<b>Fixed Assets Management</b> <i>Bespoke Application</i>	<i>Bespoke Development Tool → IBM Websphere</i>	General Ledger; CM; Admin; Document Management;	Payroll
<b>Customer Management</b> <i>Flexcube CIF &amp; Bespoke Application</i>	Maintenance of Customer information and relationship management. <i>Tool → IBM Websphere</i>	Flexcube GL, Website, Documentum BI/MIS	All legacy application
<b>Business Intelligence / MIS</b> <i>Bespoke Development</i>	Reporting / Dataware Housing	CM; DM; LAPS; Fixed Assets; Resource raising; Admin	All related legacy application
<b>Resource Raising</b> <i>Bespoke Application</i>	To support the process of raising finances and servicing these liabilities	General Ledger; Customer Management	Treasury (Credence); ALM
<b>Track -3</b>			
<b>Direct Credit Accounting</b> (Flexcube)	To support the Direct Credit operation	CM; GL; Document Management; Admin	RBI Caution list; RBI Wilful defaulter list; CIBIL, ECGC Specific Approval List. CART; RAM, ALM
<b>Direct Credit – Appraisal</b> (LAPS)			
<b>Asset recovery &amp; NPA Mgmt</b> <i>Bespoke Application</i>			

### 3.6 Network Security Solutions

Network Security Solutions covers implementation of Switches, Firewall, NIPS & HIPS.

### 3.7 Current status of ESA project

System Integrator (SI) has delivered and implemented required Server hardware, Application Software, Middleware, Storage and Network Security Solution. Majority of the applications as mentioned in [“Section 3.5 Products / Applications being implemented by SI”](#) has been implemented except the Documentum and BI/MIS. Further, wherever open Issues / Gaps are in the delivered functionality of the implemented solution, SI is attending the same.

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

Further, SIDBI has outsourced the management of delivered Infrastructure to the HP India Pvt. Ltd (HP). HP is also responsible for performing End of Day (EoD) related operation in Flexcube. HP is also responsible for Co-ordination with OFSS(Iflex) for problem resolution and patch management, backup management, tuning etc. and any other jobs related to ESA servers / Network Administration as advised by SIDBI from time to time.

## 4 CURRENT RFP OBJECTIVE

### 4.1 Project Objective

SIDBI wishes to appoint competent organisation for providing user support services for various applications / solutions being implemented by SI as mentioned in **“Chapter 3 – Background”**. Scope of support services is being mentioned below :

### 4.2 Support Service – Project Scope

A description of the envisaged scope is enumerated as under. Based on the contents of the RFP, the selected Service Provider shall be required to independently arrive at Service Support Methodology, based on industry acceptable standards and best practices, suitable for SIDBI, after taking into consideration the effort estimate for completion of the same and the resource requirements. Broad scope of Support Service is listed below:

#### I. Help Desk (User Support) for ESA Application :

- ❖ **Incident Management** : Tracking, Responding & Resolution of all the Support Request (Level –1 Support) submitted by users of all SIDBI branches for the ESA applications rolled out in production environment
- ❖ **Help Desk** : Maintenance of all Support Request in SIDBI’s “Call Tracking System”
- ❖ Providing telephonic Support (Level –1 Support) to users of all SIDBI branches for the ESA applications rolled out in production environment
- ❖ Ensuring the Resolution of Support Request (Level –1 Support) as per the timelines specified
- ❖ Coordinate for Resolution of all the Support Request (Level –2 support or above) between HCL & respective SIDBI – ISD Team
- ❖ Monitoring, Coordination & Resolution of User Support / Day end related issues with Data Center Team

#### II. HandHolding / Training for ESA Application :

- ❖ Handholding / Training to users of all SIDBI branches by shadowing User session for all the ESA applications which have been deployed in Production environment

The SIDBI expressly stipulates that the Service provider's selection under this RFP is on the understanding that this RFP contains only the broad provisions for the entire assignment. The Service provider shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment.

#### 4.2.1 Support Service Delivery

The SP's involvement is expected to be spread across a period for extending Support Service for ESA project. Further, SP need to deploy sufficient resources to render Support Service, so as to ensure the timely resolution of the Support / Maintenance request as per the agreed timelines.

Presently, following ESA applications have been installed in production environment and User support is being managed by in-house team. However, various software tools for ESA applications are being managed by SI. Further, it would be required to deploy the resources for imparting User Support Services for **the period of Six Months i.e. June to December, 2010**. List of ESA Applications for which support is required are being mentioned below:

1	<b>SIDBI INTRANET</b>
2	<b>SINGLE SIGN-ON -SSO ADMIN</b>
3	<b>PAYMENT &amp; COLLECTION</b>
4	<b>GENERAL PAYMENT &amp; PROCESSING SYSTEM - GPPS</b>
5	<b>RESOURCE RAISING APPLICATION</b>
6	<b>MONITORING &amp; RECOVERY SYSTEM</b>
7	<b>FIXED ASSETS MANAGEMENT</b>
8	<b>CUSTOMER MANAGEMENT</b>
9	<b>FLEXCUBE – CUSTOMER INFORMATION FILE (CIF)</b>
10	<b>FLEXCUBE – GENERAL LEDGER (GL) &amp; VARIOUS GL REPORTS CUSTOM DEVELOPED BY SYSTEM INTEGRATOR</b>
11	<b>FLEXCUBE – LOANS &amp; DEPOSIT (LD) FOR DIRECT CREDIT ACCOUNTING</b>
12	<b>LENDING AUTOMATION &amp; PROCESSING SYSTEM (LAPS) – FOR DIRECT CREDIT APPRAISAL – (PRODUCT BY SYSARC)</b>
13	<b>E-LEARNING (PRODUCT BY – TRANSVERSE E-NETWORKS LTD.)</b>
14	<b>DOCUMENTUM (PRODUCT BY EMC CORPORATION)</b>
15	<b>AUDIT APPLICATION</b>
16	<b>SIDBI WEBSITE</b>
17	<b>ADMIN APPLICATION – STAFF LOANS / ADVANCES / REIMBURSEMENT</b>
18	<b>ENTERPRISE SCHEDULER AND BUSINESS APPLICATION MESSAGING (BAM) – TO PROVIDE ALERTS / SCHEDULE JOBS FOR VARIOUS ESA APPLICATIONS</b>

The service provider is required to confirm its capability to meet the support requirements immediately after selection during June, 2010, if so desired by SIDBI.

#### 4.2.2 Briefing / Hand-holding of solutions

SIDBI will arrange for briefing / hand-holding of the application software to the support resources of the selected service provider. However, it is expected that the resources deployed have required necessary background for providing support on as per the defined scope.

Further, in case of change of resources during the period of engagement, the service provider would be required to smoothly induct the new resources by providing adequate training / know-how.

#### 4.2.3 Resource Deployment

SIDBI has no preference for any team size for execution of this project for Support Services activities & it's up to the vendor to decide on optimal size of team for successful completion of the project. However it is expected that vendor should depute minimum three (3) resources for the Help Desk (User Support) for ESA. Further, Resource for support services needs to be deployed from 1030 HRS to 1930 HRS on Monday to Friday & from 1030 HRS to 1630 HRS on Saturdays. However, based on requirement, SIDBI reserve the right to pre-pone / post pone service hours. Also, vendor may need to ensure the need based support on holidays.

## 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	<b>Outsourcing of Support Service – Security deposit</b>	Chapter 7 (Pt. 4)
II	Technical Bid	2 copies	<b>Outsourcing of Support Service –<u>Technical Bid</u></b> – Tender Number – Tender Due Date – Bidder's Name	Annexure – A,C,D,E,F
III	Commercial Bid	1	<b>Outsourcing of Support Service –<u>Commercial Bid</u></b> – Tender Number – Tender Due Date	Annexure B

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

			– Bidder's Name	
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- 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**.
- Envelope II should also 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

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

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 have been profitable (PAT) for at least in two years out of last three years.
2. The vendor should be certified at minimum ISO 9001:2001 or equivalent standards.
3. The vendor should have office in Mumbai / Navi Mumbai / Thane. All the activity shall take place at SIDBI, Mumbai.
4. Service Support Team member(s) deployed for extending User Support should at least be Graduate & have minimum 1-2 years of experience for providing user support for any core banking applications.

## 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 I.

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 vendor will be calculated as follows based on above parameters :

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

Where, **RS<sub>Tech</sub>** = Relative score for Technical Bid of the vendor

T = Technical score obtained in the current bid

T<sub>high</sub> = 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 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 5 heads - Credentials, People, Banking Experience, Flexcube Experience and Technical Expertise.

SN	Parameters	Marks
1.	<b>Credentials</b> <ul style="list-style-type: none"> <li>▪ Competence of organization and Experience of Support Services for similar assignment</li> <li>▪ Understanding of work content and requirements of the Assignment and Ability to guide and provide relevant information</li> </ul>	30
2.	<b>Banking Experience (People)</b> Competence of the project team involving Implementation, User Support and Training in Banking Processes and Financial Management	50
3.	<b>Flexcube Experience</b> Experience involving Implementation, Parameterization, User Support OR Training for Flexcube Software	20
<b>Total</b>		<b>100</b>

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 financial proposals of vendors who meet the technical 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.

The vendor with the lowest cost (L1) will be selected for further discussion prior to finalizing contract. SIDBI will enter into a contract with the vendor having the lowest cost (L1).

## 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

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

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. **Earnest Money Deposit (EMD)** - All the responses must be accompanied by a refundable interest free security deposit of **Rs. 25,000/-** (Rs. Twenty Five 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 signed contract and submission of performance guarantee / Security from the selected Bidder.

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

5. **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**.
6. **Payment Terms** –Payment would be settled quarterly, at the end of Quarter, against the delivery of the Services during the corresponding period.

#### 7. **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.

**8. 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.

## 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. 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 contract as specified in this document within a reasonable time period; OR
  - in case the selected Bidder fails to provide the performance guarantee.
7. **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.

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

8. **Substitution of Support Team Members** – During the assignment, the substitution of key staff / resources identified for the assignment will not be allowed unless such substitution become unavoidable or that such changes are critical to meet the obligation. In such circumstances, the vendor can do so only with the concurrence of the SIDBI by providing other staff / resources of same level of qualification & expertise. If SIDBI is not satisfied with the allocated staff / resources, SIDBI reserves the right to insist the vendor to replace any team member with another (with the qualifications and expertise as required by SIDBI) during the course of assignment.
9. **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.
10. **Adherence to Standards** –The SP should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities
11. 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.
12. 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.
13. **EXPENSES** – It may be noted that SIDBI will not pay any amount / expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Professional Fee”. However, travelling, boarding and lodging expenses, if any, for site visit outside Mumbai for support service related work will be discussed with the SIDBI as to the need, duration, number of personnel involved, etc., and will have to be cleared by the SIDBI in advance in writing. Settlement of bills in such cases will be reimbursed on actual against production of tickets and bills. Mumbai will be considered as the base station for the purpose of travelling.
14. The bid should contain the details of resource persons proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc. as per “**Annexure D – Proposed Team Profile**”.
15. Support Service provider must arrange for staff members having requisite qualification, experience, skill-set etc. as mentioned in the “**Section 4.2 Support Service - Project Scope**” of this document.

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

16. The scope of the proposal shall be on the basis of single point responsibility, completely covering the services specified under this RfP.
17. **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.
18. Any technical or commercial bid, submitted cannot be withdrawn / modified after the last date & time of submission of the bids.
19. 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.
20. 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.
21. 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.
22. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by SIDBI.
23. **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.
  - b. Should the Services or any portion thereof not be carried out to the satisfaction of SIDBI as notified under "**Chapter 7 Section 7.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 Support Service Provider if at any time the vendor either directly or through their servants or agents 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.
24. 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.
25. 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.
26. 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 F”.
27. SIDBI shall release the payment to SP as per the agreed payment terms mentioned in commercial terms and conditions.
28. 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.

29. Responses received after the due date / time would be considered late and may not be accepted or opened.
30. 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.
31. 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.
32. **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.
33. 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.
34. 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.
35. 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.
36. 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.

37. SIDBI may appoint the services of an external consultant for evaluation of the bid proposal.
38. 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.
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.

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

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 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 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

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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.

62. **Support Team** Must adhere to IT policy, IT security policy or any such guideline of the SIDBI. Overall responsibility for delivery of the Statement of Work/s (SOW) as mutually agreed. Need to sign all declarations as per IT Security Policy of the Bank.
63. SIDBI did not intent to procure licenses of any tool for delivering Support Service by SP. All such tools, if needed for delivery of Support Services are to be brought by the SP, with no obligation to SIDBI. These licenses may be taken back by the SP on completion of the project.

# Annexure

**Tender No.:** 400/2011/613/BYO/ISD

**Dated:** May 21, 2010

## 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

<b>Incorporation</b>				
A.1.1	Name of the company			
A.1.2	Year of establishment			
A.1.3	Year of establishment in India <sup>@</sup>			
<b>Profitability</b>				
A.1.4	Net Profit (Rs.) <sup>@@</sup>	<b>FY 2009/08</b>	<b>FY 2008/07</b>	<b>FY 2007/06</b>
<b>Quality</b>				
A.2.3	Whether certified at ISO 9001 :2001 or equivalent standards	Yes	No	
A.2.4	If Yes, _____ year of certification <sup>@@@</sup>			

<sup>@</sup> Please provide documentary proof in the form of "Certificate of incorporation" or other equivalent document

<sup>@@</sup> Please provide documentary proof in the form of audited financial statements

<sup>@@@</sup> Please provide documentary proof in terms of a copy of certificate for the SEI CMM Level 3 or above OR ISO 9001: 2001 or above.

**Tender No.: 400/2011/613/BYO/ISD**  
**Private and Strictly Confidential**

**Dated: May 21, 2010**

**Form 2: Technical Expertise**

(As far as possible, please give case studies with respect to experience with bank or Financial Institution)					
A.2.5	<b>Please provide details of at least One (1) enterprise-wide project involving the below mentioned deliverables : @@@@</b>				
	◆ Incident Management / User Support Service				
	Client Name and location	Project start and end dates	Project scope	Tools / Methodology	Functionality

@@@ 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	<b><u>Credential :</u></b> Details of : Description of business and business background, Service Profile & client profile Domestic & International presence Alliance and joint ventures	
B.1.8	<b><u>Credential :</u></b> Details of experience for Support Services for similar assignment, Responsibility definition, Co-ordination across multiple teams	

B.1.9	<p><b><u>Banking Expertise :</u></b></p> <p>Details of experience involving User Support OR Training for Banking Application(s), Names of the Support team members identified for this assignment and details of their professional qualifications and experience/expertise;</p>	<p><b>As per “Annexure D – Proposed Team Profile”</b></p>
B.1.10	<p><b><u>Flexcube Expertise :</u></b></p> <p>Details of experience involving Implementation, Parameterization, User Support OR Training for Core Banking Application</p>	
B.1.11	<p>Details of inputs, infrastructure requirements required by the bidder to execute this assignment.</p>	
B.1.12	<p>Details of the bidder’s proposed methodology / approach for providing services to the Bank with specific reference to the scope of work</p>	
B.1.13	<p>Details of deliverables the bidder proposes with specific reference to the scope of work.</p>	

**Note:**

1. 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

**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 Support Service for ESA application is required to be rendered on Fixed cost basis during the mentioned Service period of six month period of this project (**with six day per week**) i.e. mutually agreed date preferably from June, 2010.

A. Service Categories as given in scope of work				
Sl. No.	Description of service categories	Number of Resources	Cost per man Month (Rs.)	Total Cost (Rs.)
1	Support Service – User Support Service			
<b>Total : (A)</b>				
Taxes and levies on (A) : (B)				
<b>Grant Total (A+B):</b>				

**Note:** The total cost submitted in the above table against “Grant Total” would be considered for commercial evaluation and arriving at L1 vendor.

### Time & Materials Rate

Please also furnish the following (to be used for calculation of cost on Time and Material basis for any additional requirement):

1. Rate per man-month for Support Service - User Support ( in Rupees ) :

A man month will comprise of **26** days to arrive at person-day rate for broken periods less than a month. The rates should be inclusive of all taxes including service tax, Education cess, travel expenses, out-of-pocket allowance etc. if required, SIDBI reserves the right to extend the assignment for a further period of two month at the above agreed man month rate.

**Signed Dated**

**Seal & Signature of the Authorised signatory of the bidder**

**Phone No.:**

**Fax:**

**E-mail:**

**Tender No.:** 400/2011/613/BYO/ISD  
**Private and Strictly Confidential**

**Dated:** May 21, 2010

## 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 : April , 2010

Having examined the Tender Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide Support Service for the systems implementation 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.

If our Bid is accepted, we undertake to complete the project within the scheduled time lines.

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.

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 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.

Signed Dated

Seal & Signature of the Authorised signatory of the bidder

Phone No.:

Fax:

E-mail:

**Tender No.: 400/2011/613/BYO/ISD**  
**Private and Strictly Confidential**

**Dated: May 21, 2010**

## Annexure – D Proposed Team Profile

### (Banking Expertise)

Sl No	Name of Proposed Team Member	Professional Qualifications	Certifications/Accreditations	Banking Domain / Solutions expertise (Mention if he has worked in Banks earlier) In terms of years and areas of expertise	IT Expertise In terms of years and areas of expertise	Number of similar assignments involved In Banks /FI

Documentary proofs are to be enclosed to substantiate the claims made.

**Place:**

**Date:**                      **Seal and signature of the Authorised signatory of the bidder**

## Annexure – E Checklist for Respondents

Please ensure that the submitted response covers the following areas.

<b>Envelope I “(Superscribed: “Outsourcing of Support Service –Tender Number , Tender Due Date, Bidder’s Name) – Security Deposit”</b>	
Cost of RfP - Rs. 500/- (Demand draft / pay order in favour of SIDBI payable at Mumbai along with Technical bid)	
EMD – Security Deposit Rs. 25,000/- (Demand draft / pay order in favour of SIDBI payable at Mumbai along with Technical bid)	
<b>Envelope II (Superscribed: “Outsourcing of Support Service –Technical Bid” Tender Number , Tender Due Date, Bidder’s Name)</b>	
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	
ISO 9001 : 2001 certificate	
Financial statements as mentioned in Annexure A – Technical Proposal Format : Forms 1 & 2	
Technical Proposal duly furnished by the vendor	
Annexure – C – Compliance Certificate	
Annexure – D – Proposed Team Profile	
Softcopy of the above technical response should be submitted along with this response.	
<b>Envelope III (Superscribed: “Outsourcing of Support Service – Commercial Bid” Tender Number , Tender Due Date, Bidder’s Name)</b>	
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

**Tender No.:** 400/2011/613/BYO/ISD  
**Private and Strictly Confidential**

**Dated:** May 21, 2010

## 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

**Tender No.: 400/2011/613/BYO/ISD**  
**Private and Strictly Confidential**

**Dated: May 21, 2010**

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.

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 this .....day of .....200 .

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name  
.....

Signature.....

Designation.....

..... 2) Name

Signature.....

Designation.....

**Tender No.: 400/2011/613/BYO/ISD**  
**Private and Strictly Confidential**

**Dated: May 21, 2010**

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**End of Document**