



(निविदा सं: 314/2018/1317/LHO/DCV दिनांक मार्च 20, 2018)
(RfP No : 314/2018/1317/LHO/DCV dated March 20, 2018)

Request for Proposal - Selection of Technology Service Provider

Minutes of Pre-bid meeting

Pre-bid meeting regarding the Request for Proposal (RfP) for selection of technology service provider was held on 17/04/2018 at SIDBI, 15 Ashok Marg, Lucknow, U.P-226001.

Based on discussions with the prospective bidders during the meeting and queries sent by the bidders, following clarifications, modification of existing clauses and insertion of additional clauses in RfP may please be noted for submission of bids.

Last date of submission of bids has been changed from April 25, 2018 to May 04, 2018.

Details of Annexures are mentioned as under:

SN	Details of Annexure	Particulars
1	Annexure 1	Attendance Sheet of bidders in pre - bid meeting
2	Annexure 2	Pre- Bid Clarifications
3	Annexure 3	Revised Technical Evaluation, Commercial Evaluation and Combined Score
4	Annexure 4	Revised Eligibility Criteria
5	Annexure 5	Revised Financial Bid Format (Annexure X of RfP)



Pre- Bid Clarifications

SN	Query received via mail / raised during Pre-Bid meeting	Response / Comments
1	<p>(Clause no. 3.1 & page no. 9 of RfP) The annual transaction value under the Scheme presently hovers around ₹2500 crore. SIDBI is planning to extend the scope to cover downstream dealers of the corporates as well with an end to end automated solutions.</p> <p>Query:- Please provide the following details regarding volumes</p> <p>a) Number of branches from where the services will be provided</p> <p>b) Number of customers expected to use the service</p> <p>c) Approximate number of transactions / invoices / funding requests processed per day</p> <p>d) Percentage of customers expected to use Online Portal to initiate transactions and view transaction status</p> <p>Above details will help us fine tune our systems for performance and best user experience</p>	<p>The Scheme would be operated centrally.</p> <p>All stakeholders i.e. the Corporate, Vendor/ supplier, dealer and the Bank has to use the electronic platform.</p> <p>Estimates in this regard would be shared at the contract execution stage.</p>
2	<p>(Clause no. 3.3.14 and page no 11 of RfP) The service provider should integrate, support and co-ordinate with the existing software and/or core banking solution of the Bank. The service provider should directly integrate into Bank's back end systems which will enable seamless workflow from the Bank's standpoint.</p> <p>Query 1: Interfaces: Payment Gateway Is our application expected to send RTGS/NEFT requests to a centralized server used in SIDBI or our applications are expected to send these requests</p>	<p>Back End Processes including integration and generation of payment message will be hosted by SIDBI's internal system. However, SIDBI is open to take up these as well as an integrated</p>

	<p>directly? As per our experience, these requests are typically sent to Core Banking System for centralized processing of payments.</p> <p>Interfaces: NPA Handling Our application is capable of handling NPA based on pre-defined rules. It can also synchronize NPA details with Core Banking System. Please high level expectations of NPA processing to help in configuration of the solution</p> <p>Query 2: Development of seamless interfaces, in some cases may require some development on systems current used by the bank (Example: Accounting entry posting, Limit Checks if centrally maintained, etc).</p> <p>Can bank help in collaborating with the respective vendors supporting the existing systems?</p>	<p>solution depending upon in-built security features, flexibility of operations, etc.</p> <p>As above.</p> <p>SIDBI would be facilitating the Consultant in this regard to the extent feasible.</p>
3	<p>(As per Annexure IX of RfP)</p> <p>Clause No. 20: All data in the network should be hosted in a secure data center in India that is certified as per international standards. Confidentiality of customer information should be maintained by the vendor.</p> <p>Clause No. 11 The service provider should be able to provide the service to the Bank on charge based on usage model only.</p> <p>Clause No. 13 The service provider should provide support to the Bank for marketing the product, market intelligence of the clientele under the product with constant interaction with both suppliers and dealers.</p>	

	<p>Query 1: Are the application systems expected to be deployed in an existing Primary Data Centre (DC) and Disaster Recovery Data Centre (DR)? i.e. Hosting of data using SIDBI's infrastructure i.e. storing of data on SIDBI database, usage of bandwidth and other existing infrastructure would be allowed?</p> <p>Or, vendors are expected to make own arrangements for hosting.</p> <p>Query 2: Whether data could be hosted on cloud?</p> <p>Query 3: Pricing only on capex model for enterprise wide licensing may be allowed.</p> <p>Query 4: This is not our core job. We could facilitate in onboarding 2-3 customers post implementation of the program.</p>	<p>The Service provider is expected to make own arrangement. The arrangement should comply with security standards/requirements mentioned in RfP.</p> <p>The solution along with data may be hosted on private Cloud. The revised clause for the Point no. 20 in Annexure IX (Page no. 59) of RfP is given below: All data in the network should be hosted in a secure data center in India that is certified as per international standards. Further, the Disaster recovery setup of the solution should also be hosted / maintained in a different seismic zone in India. Confidentiality of customer information should be maintained by the vendor.</p> <p>Not Agreed.</p> <p>Not Agreed.</p>
4	<p>(Clause no.4.1 of RfP)</p> <p>i) The Consultant should have been in existence in India since April 01, 2014 or earlier* with ability to service the client across India. The Consultant should be a Government Organisation/ Public Sector Unit/ Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC/ Public Limited Company registered or incorporated in India. It should</p>	<p>Agreed. Revised Eligibility Criteria is given at Annexure 4 and Clauses are as under:</p> <p>i) The Consultant should have been in existence in India since April 01, 2017 or earlier with ability to service the client across India. The Consultant should be a Government Organisation/ Public Sector Unit/ Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC/ Public Limited Company</p>



<p>not be an Individual / Proprietary Firm / HUF etc.</p> <p>ii) The Service provider / Vendor should be in Core business of providing banking related Technology solutions to the scheduled commercial Banks during last three years or more (As on RFP date)</p> <p>Relaxation Sought: Allow Start-ups with 1+ years of experience</p> <p>iii) Have Minimum Turnover out of Indian operations of not less than of ₹5 crore per year from providing of banking related technology solutions to Banking Sector as per last three years audited financial statement.</p> <p>Relaxation Sought: Turnover criteria may be relaxed to ₹1 crore during last one year.</p> <p>iv) The service provider should not outsource any of the core functions in the programme / service and should be able to give support to the Bank 24X7. The service provider should disclose the names of sub-contractors, if any in the bidding document. The service provider shall be solely responsible to SIDBI for all deliverables under the assignment including the sub-contracted activities, if any.</p> <p>v) The service provider should have a proven track record of running such other similar services on 24 X 7 basis with any of the Banking institution.</p>	<p>registered or incorporated in India. It should not be an Individual / Proprietary Firm / HUF etc.</p> <p>ii) The Service provider / Vendor should be in Core business of providing banking related Technology solutions to the Banks/FI/NBFCs during last 12 months or more as on RFP date.</p> <p>iii) Have minimum turnover not less than Rs. 1 crore as per last year audited financial statement. Wherever, audited financial statement is not available, Provisional Financial Statements by the statutory auditor along with supporting documents like TDS returns, GST returns, bank statements, etc. should be submitted.</p> <p>iv) The service provider may outsource / sub-contract some of the non-core activities. The service provider should disclose the names of sub-contractors, if any in the submitted bid response. The service provider shall be solely responsible to SIDBI for all deliverables under the assignment including the outsourced / sub-contracted activities, if any and should be able to give support to the Bank 24X7. Any subsequent changes / additions / replacements of sub-contractors would require prior written consent from SIDBI.</p> <p>v) The Service Provider should be able to give support to the Bank 24X7 and should have a proven track record of running such other similar services on 24 X 7 basis</p>
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	<p>vi) The service provider or vendor should have such a programme running at least with one scheduled commercial Bank.</p> <p>Relaxation Sought: - Would request Bank to allow Outsourcing. Criteria of one scheduled commercial bank may be revised to Bank/FI/NBFC in India or outside India and change program to “banking solution” or cash management programme.</p> <p>vii) The Vendor or service provider should have proven track record of integrating with at least 20 different corporates and their invoice formats for providing such services and should have processed at least one lakh invoices during the last calendar year.</p> <p>Relaxation Sought: - Criteria of 20 corporates and one lakh invoice may be relaxed. "invoice" may be changed to "transactions"</p>	<p>with any of the Bank/FI/NBFC.</p> <p>vi) The service provider or vendor should have such a programme running at least with one Bank/FI/NBFC.</p> <p>vii) Vendor or service provider should have proven track record of integrating with at least 5 different corporates and their invoice formats for providing such services and should have processed at least Ten thousand invoices during the last 12 months as on date of issue of RfP.</p>
5	<p>(Clause no. 6.3 Technical Evaluation & Page no 20 of RfP)</p> <p>The marking proposed is as follows: -</p> <ol style="list-style-type: none"> 1. Processed at least between 15000 to 49999 invoices during the last FY – 10 Marks 2. Processed atleast between 50000 to 60000 invoices during the last FY- 25 Marks 3. Processed at least between 60001 to 100000 invoices during the last FY – 30 Marks 4. Processed more than one lakh invoices during the last FY – 40 marks <p>Relaxation Sought: - Would request Bank to relax – 40 Marks for PSU experience.</p>	Revised Technical Evaluation Clause is attached as Annexure 3.
6	<p>(Clause no. 7.5 & page no 24 of RfP)</p> <p>The Consultant will be appointed for a period of 24</p>	



<p>months from the date of award of the contract.</p> <p>Relaxation Sought: Contract period should be longer preferably in the range of 5 to 7 year as there is no payment has been provisioned for upfront investment by the service provider for successful integration and implementation of the platform</p>	<p>Revised clause is as under: Tenure: The Consultant will be appointed for a period of 36 months from the date of signing of the contract, which inter-alia shall include the period of successful implementation. However, this would be subject to satisfactory performance during periodic reviews based on demonstrated capabilities / abilities as partner in business growth and smooth operation of the platform, which would be solely adjudged by SIDBI. In case the performance of the consultant is deemed unsatisfactory, the contract will be terminated as per the provision of the "termination of contract" clause mentioned in this RFP. After expiry of initial 36 months, SIDBI will have the right to extend the contract period for a further period of not exceeding 24 months on the same terms and conditions subject to satisfactory performance of the Consultant.</p>
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<p>7</p>	<p>As per Annexure-X, Page no – 60 of RfP,</p> <p>Fee as % of annualized discount amount / finance provided by SIDBI under Supply Chain Financing Scheme</p> <p>If the fee income calculated as above exceeds ₹25 Lakh in any FY, then the fee for subsequent transactions shall be 80% of the fee quoted above.</p> <p>Similarly, If the fee income exceeds ₹100 Lakh in any FY, then the fee for subsequent transactions shall be 50% of the fee quoted above</p> <p>Relaxation Sought: Pricing slab wise structure proposed in RfP needs to be revised or Would request bank to allow other viable commercial options as there would be additional investment in manpower as business volume goes up or else there would be some provision for reimbursement of initial investment / expenses incurred by the service provider.</p>	<p>Not Agreed. However, revised financial bid format (Annexure X) is attached at Annexure 5.</p> <p><u>Clause No. 7.7 relating to payment terms has been modified as under:</u> SIDBI will release the payment of the agreed Professional Fees to the selected Consultant after deduction of applicable taxes at source.</p> <p>To defray the cost of initial investment / expenses by the Consultant for the purpose of integrating with SIDBI's internal systems/deployment of APIs, etc (and not for product development), SIDBI shall pay an amount not exceeding Rs.12 lakh in equal quarterly instalments of Rs.3 lakh each after starting of business transactions on the Supply Chain Financing platform along with the fee payable to the Consultant as per the calculation mentioned in Annexure X.</p> <p>Payments will be made on quarterly basis after start of business transactions on the Supply Chain Financing platform.</p> <p>If any of the items/ activities corresponding to which certain price as mentioned in the price Bid is quoted, is not taken up by the Bank during commercial bid evaluation and course of this assignment. Also, the Bank will not pay the professional fees quoted by the selected Consultant in the Price Bid against such activity/ item.</p> <p><u>Addition / Deletion of qualified offerings (Optional item)</u> The Consultant may undertake various enhancements in the supply chain financing platform based on technological enhancements, change in business scenario or enhancements / changes requested by SIDBI during the contract period. Such changes / enhancements in the platform will be borne by the bidder and SIDBI will not be liable to compensate / pay the cost.</p> <p>The Bank recognizes that, during the contract period and after 12 months from the date of starting of business transactions on the Supply Chain Financing platform, the Consultant may be required to</p>
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		<p>develop software interfaces or any other requirements (i.e. additional APIs, blockchain, integration with other software, etc.) exclusively for SIDBI outside the offerings provided by the consultant as per scope of the RfP. Accordingly, the Bank may request / demand for such additional requirements.</p> <p>For this purpose, a Change Order Procedure will be followed. Bank may request a change order in the event of actual or anticipated change(s) for such software developments exclusively for SIDBI. The Bidder will have to prepare a change order reflecting the man-days efforts required, actual or anticipated change(s) including the impact on deliverables schedule. The payments towards such exclusive developments for SIDBI will be calculated on the basis of agreed man-days efforts in writing and man-month rates agreed with SIDBI based on man-month rate quoted in commercial bid and agreed by SIDBI. A man month will comprise of 22 days to arrive at man-day rate for broken periods less than a month. The payments will be made only after implementation of such developments in production environment after user acceptance testing and sign-off by SIDBI. The IPR of such software developed exclusively for SIDBI will rest with SIDBI. The Consultant may quote the person month rate as per the table given below:</p> <table border="1" data-bbox="1108 901 1926 1069"> <tr> <th colspan="2">Optional Item: Person-month rate for development</th> </tr> <tr> <th>Resource Type</th> <th>Person Month Rate [D] In Rs. (excluding taxes/ GST)</th> </tr> <tr> <td>Person-month rate of resource cost for developments</td> <td></td> </tr> </table> <p>The man-month rate shall not be considered for financial evaluation of the bids.</p>	Optional Item: Person-month rate for development		Resource Type	Person Month Rate [D] In Rs. (excluding taxes/ GST)	Person-month rate of resource cost for developments	
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Resource Type	Person Month Rate [D] In Rs. (excluding taxes/ GST)							
Person-month rate of resource cost for developments								
8	<p>(Clause no. 7.8, Penalty and page no. 25 of RfP) SIDBI will impose Liquidated Damages of ₹4 lakh for each week's delay or part thereof attributable to the vendor, subject to maximum of ₹65 lakh. Relaxation Sought: - Would request Bank to consider reducing the LD.</p>	<p>Penalty clause has been renamed as "Liquidity Damages" and the same is as under: SIDBI will impose Liquidated Damages, if</p> <ol style="list-style-type: none"> the selected Consultant fails to ensure the availability of the Supply Chain Finance Platform for operations in accordance with the specifications and conditions as per agreed scope. any delay in starting of business transactions on the Supply Chain Financing platform. 						



		<p>(a) Availability(A):</p> <p>1. Inability of the Supply Chain Finance Platform (entire Infrastructure provided by the VENDOR) to deliver the required functionality in sync with the business volume would result in invoking the LD clause.</p> <table border="1" data-bbox="1144 379 1921 582"> <thead> <tr> <th>Availability Service Level (on monthly basis)</th> <th>Liquidated Damages (LD)</th> </tr> </thead> <tbody> <tr> <td>A \geq 97%</td> <td>No LD</td> </tr> <tr> <td>95.00% $= <$ A $<$ 97%</td> <td>Rs.2 lakh per month</td> </tr> <tr> <td>92.00% $= <$ A $<$ 95.00%</td> <td>Rs.3 lakh per month</td> </tr> <tr> <td>A $<$ 92%</td> <td>Rs.5 lakh per month</td> </tr> </tbody> </table> <p>2. The consultant will be required to submit monthly system availability reports</p> <p>3. The LD will be subject to an overall cap of Rs 23 lakh and thereafter, the contract may be cancelled after due notice of 30 days (with cure period of 30 days)</p> <p>4. Availability Service Level will be measured on monthly basis.</p> <p>(b) Supply Chain Financing Platform Readiness</p> <p>LD will also be levied upon for any delays in starting of business transactions on the Supply Chain Financing platform. LD of Rs.2 lakh for each weeks delay or part thereof attributable to the consultant, subject to maximum of Rs.23 lakh.</p> <p>Notwithstanding whatsoever stated in para above, if the selected Consultant fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per the Bank's satisfaction, then the Bank can repudiate the contract and adjust LD of Rs 23 lakh from the selected Consultant.</p>	Availability Service Level (on monthly basis)	Liquidated Damages (LD)	A \geq 97%	No LD	95.00% $= <$ A $<$ 97%	Rs.2 lakh per month	92.00% $= <$ A $<$ 95.00%	Rs.3 lakh per month	A $<$ 92%	Rs.5 lakh per month
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9	<p>(Clause no. 7.32 & page no. 38 of RfP)</p> <p>Neither the contract nor any rights granted under the contract can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected consultant without advance written consent of the Bank.</p>	<p>Clause relating to Sub Contracts at para 1.17, para 3.3(8), 4.1 and 7.32 have been revised as under:</p> <p>Neither the contract nor any rights granted under the contract can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Consultant without advance written consent of the Bank. Any such sale, lease, assignment or otherwise transfer</p>										

	<p>Relaxation Sought: - Would request Bank to consider allowing the sub-contracting.</p>	<p>shall be void and be of no effect.</p> <p>The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. The service provider may, however, outsource / sub-contract some of the non-core activities. The service provider should disclose the names of sub-contractors, if any in the bidding document. The service provider shall be solely responsible to SIDBI for all deliverables under the assignment including the outsourced / sub-contracted activities, if any and should be able to give support to the Bank 24X7. Any subsequent changes / additions / replacements of sub-contractors would require prior written consent from SIDBI.</p>
10	<p>(Clause no. 7.4 on page no. 20 of RfP), a. Contract / Agreement which will include all the services and terms and conditions of the services to be extended as detailed here in and as may be prescribed or recommended by SIDBI; and</p> <p>Unless and until a formal Agreement is prepared and executed, this Tender (RFP) together with the written acceptance of the Consultant thereof shall constitute binding Terms and Conditions between the parties.</p> <p>Relaxation Sought: Not all T&Cs may be acceptable. Accordingly, Only a formal signed contract shall be constituted as legal binding agreement.</p>	<p>Not Agreed.</p>
11	<p>(Clause no. 7.5 on page no 24 of RfP) In case the performance of the consultant is deemed unsatisfactory, the contract will be terminated as per the provision of the "termination of contract" clause mentioned in this RFP.</p> <p>Relaxation Sought: Would not prefer any termination for convenience rights as the same will have commercial impact.</p>	<p>Termination for convenience is not included in the RfP.</p>
12	<p>(Clause No. 7.16 on page no. 27 of RfP) Rights in Intellectual Property and Material is not</p>	

	<p>acceptable.</p> <p>Relaxation Sought: All IP rights in product and related material shall belong to the service provider.</p>	<p><u>Clause relating to Rights in Intellectual Property and Material has been revised and is as under:</u></p> <p>All the rights relating to the Trade Marks and Copy Rights in respect of development done by the Consultant exclusively on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI.</p> <p>In order to perform the services, the Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep SIDBI harmless and indemnify SIDBI from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.</p> <p>All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to SIDBI will be property of the Bank, it shall have every right to use data that may be in the possession of the consultant or its representative in the course of performing services under the agreement that may be entered into. The Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Consultant shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.</p> <p>The pre-existing intellectual property of the Consultant used in deliverables shall remain vested with the Consultant.</p>
13	<p>(Clause no. 7.17 on page no. 28 of RfP)</p> <p><u>Confidentiality</u> v. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her</p>	

	<p>Termination clause has been defined and same is not agreeable. <u>Relaxation Sought:</u> No termination for convenience can be given. No payment made under the contract is refundable No termination for convenience can be given. No payment made under the contract is refundable.</p>	<p>Termination for convenience is not included in the RfP.</p>
16	<p>(Clause no. 7.25 on page no. 36 of RfP) Limitation of Liability has been defined as below:</p> <p>b. The Consultant's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, to otherwise), shall be at actual and limited to the Total Contract Value. Consultant's liability in case of claims by the Bank resulting from Willful Misconduct or Gross Negligence of Consultant, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>c. The Bank shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules supplied by Consultant as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Consultant.</p> <p>SIDBI may terminate the contract or suspend its performance. In such an event the consultant shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.</p>	<p><u>Limitation of Liability has been modified as under:</u></p> <p>a. Save and except as provided in "Terms of Compensation" and "Termination" herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement.</p> <p>b. The Consultant's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, to otherwise), shall be at actual and limited to the cumulative amount paid to the Consultant by SIDBI. Consultant's liability in case of claims by the Bank resulting from Willful Misconduct or Gross Negligence of Consultant, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>c. The Bank shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules supplied by Consultant as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Consultant.</p> <p>d. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that the 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</p>

	<p>Relaxation Sought: No unlimited liability can be accepted, Limitation of Liability shall be as per license agreement decided on mutual basis. Neither the Service Provider shall be liable towards such third party. No such termination rights can be given to bank</p>	<p>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.</p> <p>e. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions, the cause thereof and the change that is necessitated due to the conditions. Unless otherwise directed by the Bank 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. SIDBI may terminate the contract or suspend its performance. In such an event the consultant shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.</p>
17	<p>(Clause no. 7.24 on page no. 36 of RfP) The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Consultant from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or inequity, including without limitation a right for recovery of any amounts and related costs and a right for damages. Relaxation Sought: No amount, paid under the contract, will be refundable</p>	Not Agreed.
18	<p>(Clause no. 7.30 on page no. 38 of RfP) 7.30 Adherence to Standards is as below: The Bank reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Consultant. The Bank reserves the right to ascertain information from the other banks and institutions to which the Consultants have rendered their services for execution of similar programs.</p>	

	<p>The selected Consultant shall allow the Reserve Bank of India (RBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by the selected Consultant relating to this RFP, within a reasonable time failing which selected Consultant will be liable to pay any charges/penalty levied by RBI. The selected Consultant shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to the Bank or this RFP by one or more of RBI officers or employees or other persons duly authorized by RBI.</p> <p>Relaxation Sought: No audit, other than which is required as per any regulation, can be given, moreover, the such regularity requirement shall be subject to approval from the service provider.</p>	Not Agreed.
19	<p>(Clause no. 1.19 on page no. 6 of RfP) EMD of ₹8,80,000/- has been sought.</p> <p>Relaxation Sought: This should be lowered down.</p>	Not Agreed.
20	<p>Performance Bank Guarantee of ₹84,00,000/- is too high, shall be lowered down as existing Banks/FIs who are presently operating such tech platform has not insisted upon such high PBG amount</p>	<p>Agreed. Revised clause is as under: Performance Bank Guarantee: The selected Bidder has to provide an unconditional and irrevocable Performance Bank Guarantee of INR 23,00,000/- (Rupees Twenty Three lakh only) from any Scheduled Commercial Bank in India towards due performance of the contract in accordance with the specifications, terms and conditions of RFP document, within 15 days from the intimation from the Bank. The Performance Guarantee shall be kept valid up to 60 days, beyond the contract period. The EMD/Bank Guarantee of the successful bidder / consultant may be forfeited by the Bank, if the consultant / bidder fails to furnish Performance Bank Guarantee within 15 days from the date of selection by the Bank for any reason whatsoever. The cost of performance Guarantee would have to be borne by the successful bidder</p>
21	<p>(Clause no. 3.3 (1) & (2) on page no.10 of RfP) The following services form part of Project Scope?</p>	

	<p>1. Service for document verification (Aadhar, PAN, GSTIN, Name, Age), provide information w.r.t Bureau data, negative behavior, credit bureau check, contact point verification and new age data sources like Social Media, Mobile data, e-com portals</p> <p>2. Service for financial statement analysis, bank statement analysis, sale trends and dips and information w.r.t business vintage</p> <p>Query: Whether the above mentioned requirement are essential ones as these services do not form part of Supply Chain Financing Solution?</p>	<p>Agreed. These shall be optional requirement and not the essential ones.</p>
<p>22</p>	<p>(Clause no. 3.3 (7) on page no. 10 of RfP) The service provider should have capability of data sharing (between Bank & Vendor) using API and/or XML files (using SFTP) & webservices</p> <p>Query: Whether SFTP mode would be allowed presently as API & webservices are part of future roadmap?</p>	<p>Revised clause is as under: The service provider should have capability of data sharing (between Bank & Vendor) using API & webservices</p>
<p>23</p>	<p>As per clause no. 3.3 (18) on page no. 11 of RfP, The service provider should enable Digital Signatures from approved authorities for Corporate and SMEs and train the users to ensure all key trade documents exchanged are digitally signed.</p> <p>Relaxation Sought: 2-FA authentication for the transaction authorization may be allowed rather than insisting upon getting digitally signature.</p>	<p>Not Agreed.</p>
<p>24</p>	<p>(Clause no.6.3 (1) on page no. 20 of RfP) One of way of scoring on technical evaluation is as under: The service provider or vendor should have such a programme running. (i)With one scheduled commercial bank -15 Marks (ii)With more than one scheduled commercial banks – 35 Marks (iii)Not working with any scheduled commercial bank</p>	

	<p>or any other financial institution / NBFC – 0</p> <p>Query: If solution of the service provider is deployed at one private sector bank and one public sector bank, how would the rating look like.</p>	Revised Clause for Technical Evaluation, Commercial Evaluation and Combined Score is given in Annexure 3.
25	<p>As per clause no. .6.3 (2) on page no. 20 of RfP, one of way of scoring on technical evaluation is as under:</p> <p>Vendor or service provider should have proven track record of integrating with at least 20 different invoice formats of corporates for providing such services</p> <ol style="list-style-type: none"> 1. Processed at least between 15000 to 49999 invoices during the last FY – 10 Marks 2. Processed atleast between 50000 to 60000 invoices during the last FY- 25 Marks 3. Processed at least between 60001 to 100000 invoices during the last FY – 30 Marks 4. Processed more than one lakh invoices during the last FY - 40 Marks <p>The marks scored in the technical bid which essentially rates the bidder on technical criteria will be given weightage of 70%. The financial bids will be given weightage of 30%. The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between bidders, the bidder with higher technical score will be given a higher rank. The Bank will appoint the top ranked consultant based on the ranking derived from the combined score.</p> <p>Query: Does that mean that all bidders who qualify more than 70% in technical evaluation would be eligible for commercial evaluation and then L1 would be declared?</p>	Revised Clause for Technical Evaluation, Commercial Evaluation and Combined Score is given in Annexure 3.
26	Whether implementation of such program for FI/NBFC would be counted for evaluation?	Revised Clause for Technical Evaluation, Commercial Evaluation and Combined Score is given in Annexure 3.
27	(Clause No. 1.18 of RfP) Application Money: The bidder shall submit Application	Not Agreed.

	Money of INR 10,000 (Rupees Ten thousand only) by way of Demand Draft issued in favour of Small Industries Development Bank of India, payable at Lucknow, which is non-refundable. The Bank may, at its discretion, reject any consultant / bidder where application money has not been furnished with the bid documents.							
28	We do not provide onsite support	Not Agreed.						
29	(Important Information SN 6 on page no. 3 of RfP) Last Date for submission of bids & Opening of Bids (Eligibility & Technical is April 25, 2018 at 03.30 p.m & 4.00 p.m. SIDBI, 15 Ashok Marg, Lucknow-226001 Same may be extended.	Agreed. Last Date for submission of bids & Opening of Bids (Eligibility & Technical is revised to May 04, 2018 at 03.30 p.m. & 4.00 p.m. at SIDBI, 15 Ashok Marg, Lucknow-226001.						
30	<p>Additional clauses: The following additional clauses have been added in the RfP:</p> <p>6.6. Signing of the Contract The successful bidder shall be required to enter into a contract with the Bank within 30 days of the issue of PO/LOI or within such extended period as may be specified by the Bank.</p> <p>7.39 Project Timelines The Consultant should adhere to the project schedule as stipulated in the below table. Failure to do so solely for the reasons attributable to the Consultant, would be liable for LD as stated in the RfP, unless Bank grant an extension to the Consultant in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of Bank to grant such an extension. The project timelines are as follows:</p> <table border="1" data-bbox="622 991 1644 1182"> <thead> <tr> <th>S.N.</th> <th>Activity</th> <th>Project Timelines</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Start of Business on Supply Chain Financing Platform</td> <td>Six weeks from date of award of the Contract</td> </tr> </tbody> </table> <p>The reference date for purpose of counting all timelines as mentioned above would be the date of award of the Contract. The Bank will consider the inability of the Consultant to deliver or operate the platform within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Consultant. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the amount payable to the Consultant, as liquidated damages. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in</p>		S.N.	Activity	Project Timelines	1	Start of Business on Supply Chain Financing Platform	Six weeks from date of award of the Contract
S.N.	Activity	Project Timelines						
1	Start of Business on Supply Chain Financing Platform	Six weeks from date of award of the Contract						

performance of the obligations (relating to delivery, installation, operationalisation, implementation, acceptance etc. of the deliverables) by the Bidder.

7.40 Acceptance

The facility will be accepted once business transactions on the Supply Chain Financing Platform is started to the satisfaction of the Bank's team.

7.41 Annual Review

Bank will conduct annual review and inspection, as and when required, to review vendor performance/ financial stability / service reliability as per the metrics / criteria defined in the RfP.

7.42 Compliance with all applicable laws

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

7.43 Compliance in obtaining approvals/ permissions/ licenses

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

7.44 Taken / Bought over of Company

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

7.45 Right to Visit

All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.





The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

7.46 Audit

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

The Vendor shall ensure that the Supply Chain Financing Platform has updated IT security features and that it is in compliance with the regulatory / statutory provisions. The Vendor shall allow the Bank to audit and periodic validation of the IT security of the platform by a third party.



6.3. (A) Technical Evaluation

The technical bid submitted will be evaluated by selection committee. The selection committee would undertake a discussion / presentation with the consultancy firms on the understanding of the key challenges before the Bank, proposed Approach and Methodology to be adopted, time frame for implementation of activities in the Bank and the proposed team. The technical capabilities and competence of the Consultancy firm should be clearly reflected in the discussion / presentation. The Bank will inform the date, time and venue of the discussion / presentation to the Consultancy firms that have met the eligibility criteria.

Kindly note that the team proposed in the Technical Proposal (in Annexure VIII) will need to necessarily be made available to the Bank for delivery of the assignment. During the course of the discussion / presentation, the Bank has the right to interview the proposed personnel, to decide whether to deploy him / her in the project or not. The Bank shall reserve the right to seek the change of Resource personnel in case of need. The Bank reserves the right to review the decision of appointment in the event the Bank is not satisfied with the performance.

Based on the details submitted by the Consultancy firms in the Technical Proposal and the Discussion / Presentation with the Selection Committee of the Bank, the Technical Evaluation of the eligible Consultancy firms will be carried out as furnished below:

SN	Criteria	Scoring chart	Max. Marks						
1	The service provider or vendor should have such a programme running.	- With one Bank/FI/NBFC -20 Marks - With more than one and up to 5 Bank/FI/NBFC – 25 Marks - With more than 5 Bank/FI/NBFC – 30 Marks	30						
2	No. of invoices processed during during the last 12 months from date of issue of RfP	1. Processed at least between 10000 invoices – 10 Marks 2. Processed between 10000 to 50000 invoices - 15 Marks 3. Processed above 50001 invoices-20 Marks	20						
3	Approach and methodology adopted by the consultant to identify and address the challenges	Assessment to be based on: Completeness of the response Depth of analysis exhibited Time lines & Deliverables Shall be evaluated based on details provided in technical response of the bidder <table border="1" data-bbox="651 1641 1169 2018"> <tr> <td>Key deliverables identified, timelines and action outlined.</td> <td>15</td> </tr> <tr> <td>Overview of the Supply Chain Financing technology platform</td> <td>5</td> </tr> <tr> <td>Approach & methodology (including IT architecture, lending model, customization of the product, flexibility in integrating with ERPs of</td> <td>30</td> </tr> </table>	Key deliverables identified, timelines and action outlined.	15	Overview of the Supply Chain Financing technology platform	5	Approach & methodology (including IT architecture, lending model, customization of the product, flexibility in integrating with ERPs of	30	50
Key deliverables identified, timelines and action outlined.	15								
Overview of the Supply Chain Financing technology platform	5								
Approach & methodology (including IT architecture, lending model, customization of the product, flexibility in integrating with ERPs of	30								



		other institutions, etc., scalability and additional features / services offered).	
	Total		100

1. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RTS) shall be assigned to each bid on the basis of parameters mentioned above.
2. Relative Technical Score (RSTech) for each vendor will be calculated as follows based on above parameters:
 - i. $RSTech = T / Thigh * 100$
 - ii. Where, RSTech = Relative score obtained by the bidder
 - iii. T = Technical score obtained by bidder
 - iv. Thigh = Highest Technical score secured among the bidders
3. Technical Bids receiving a RTS greater than or equal to a score of 75 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
4. If less than 3 bidders qualify as per technical criteria (RSTech \geq 75), SIDBI reserves the right to short list maximum top 3 bidders subject to (RSTech \geq 70).

Note:

- a. Documentary evidence must be submitted for each criterion and undertaking or declaration made by the consulting firm must be on the company letter head and is to be signed by an authorized signatory.
- b. Completion Letter / Reference Letter (Format given in Annexure III) from relevant Senior Executive of the client to be attached for each engagement reference mentioned.

6.3 (B) Evaluation of Commercial Bid

1. In this phase, the Commercial Bids of the Bidders as per Annexure X, who are found technically qualified in previous phase, will be taken for commercial evaluation.
2. The date for opening of commercial bids will be separately advised.
3. Relative Technical Score (RSTech) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.
4. Relative Commercial Score (RSCom) for each vendor will be calculated as follows:

$$RSCom = C_{Low} / C * 100$$

Where,

RSCom = Relative score for Commercial Bid of the vendor



C = Commercial bid value of the bidder under consideration

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

6.4 Combined Score

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

v. $RS = RS_{Tech} * 70\% + RS_{Com} * 30\%$

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

3. The vendor with the highest Relative Score (RS) will be selected for further discussion for finalizing contract / placing PO subject to satisfying all the terms and conditions defined in this RfP document.



4.1 Eligibility

A list of the qualifying requirements and the supportive documents that need to be submitted are given in table below. Along with these documents, the bidder must also submit "Undertaking" as per **Annexure I**.

Eligibility Criteria	Supporting Required Letter of acceptance for compliance
<p>The Consultant should have been in existence in India since April 01, 2017 or earlier with ability to service the client across India. The Consultant should be a Government Organisation/ Public Sector Unit/ Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC/ Public Limited Company registered or incorporated in India. It should not be an Individual / Proprietary Firm / HUF etc.</p>	<p>Certificate of Incorporation / Constitutional Documents</p>
<p>The Service provider / Vendor should be in Core business of providing banking related Technology solutions to the Banks/FI/NBFCs during last 12 months or more (As on RFP date)</p>	<p>A self certified letter on the letter Head of the company along with Audited financial statements</p>
<p>Have minimum turnover not less than Rs. 1 crore as per last year audited financial statement. Wherever, audited financial statement is not available, Provisional Financial Statements by the statutory auditor along with supporting documents like TDS returns, GST returns, bank statements, etc. should be submitted.</p>	<p>Audited financial statements. Wherever, audited financial statement is not available, Provisional Financial Statements by the statutory auditor along with supporting documents like TDS returns, GST returns, bank statements, etc. should be submitted.</p>
<p>The service provider may outsource / sub-contract some of the non-core activities. The service provider should disclose the names of sub-contractors, if any in the bidding document. The service provider shall be solely responsible to SIDBI for all deliverables under the assignment including the outsourced / sub-contracted activities, if any and should be able to give support to the Bank 24X7. Any subsequent changes / additions / replacements of sub-contractors would require prior written consent from SIDBI.</p>	<p>A Self certified letter to be submitted along with supporting evidence thereof.</p>
<p>The Service Provider should be able to give support to the Bank 24X7 and should have a proven track record of running such other similar services on 24 X 7 basis with any of</p>	<p>A Self certified letter to be submitted along with supporting evidence thereof.</p>



the Bank/FI/NBFC.	
The service provider or vendor should have such a programme running at least with one Bank/FI/NBFC.	A Self certified letter to be submitted along with supporting evidence thereof.
Vendor or service provider should have proven track record of integrating with at least 5 different corporates and their invoice formats for providing such services and should have processed at least Ten thousand invoices during the last 12 months from date of issue of RfP.	A Self certified letter along with supporting evidence thereof.
Banking is 24 hours service oriented sector and hence any technical problem should be resolved within maximum of 24 hours of call reported	A self certified letter to be submitted.
The Consultant should not have been penalised or found guilty in any court of law and the consultant shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impact or compromise the delivery of services required.	Self- Certification by the Consultant on Company's letter head to be provided. However, SIDBI would have the right to independently verify the same. (Annexure V)
The Consultant should not be owned or controlled by any Director or Employee of SIDBI or their Relatives)	Self-Declaration by the Consultant on Company's letter head (Annexure IV)
The company / firm has not defaulted to any Bank within the jurisdiction of India	A self certified letter to be submitted.
The bidder should submit Pre-Contract Integrity Pact as per format provided at Annexure - XI .	Pre-contract Integrity Pact duly signed by authorised signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format.

Note:

- Cut-off date for the eligibility criteria mentioned at clause 4.1 to be taken as March 20, 2018 unless otherwise specified.
- Documentary evidence must be submitted for each criterion.
- Completion Letter/ Reference Letter (Format given) from relevant Senior Executive of the client to be attached for each engagement reference mentioned

Apart from the above minimum criteria, the bidder is also required to give the following information:

Sr No	Document Required
i)	Ownership and nature of entity (public, partnership, subsidiary, etc.).
ii)	Income Tax returns for past three years or one year wherever not available.
iii)	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the bidder.

iv)	Proof of address of registered office.
v)	GST Registration Certificate
vi)	Integrity pact as per format at Annexure - XI

- ✓ SIDBI reserves the right to ask for additional / alternate documents from the bidder.
- ✓ The firms meeting the eligibility criteria as laid out above will be taken forward to the next stage of technical evaluation.
- ✓ Non - submission of any of the specified documents by the bidder would result in rejection of bid.

Annexure – X: Financial Bid Format

Bidders should quote prices in the following manner:

S No	Particulars	Fee quoted (Z) (Please quote in terms of %)
1	Fee as % of annualized finance provided by SIDBI under Supply Chain Financing Scheme(in Figures)(in Words)

Note:

- i. The Fee of the service provider shall be linked to annualized amount of finance provided and shall be computed as under:
 - a. Finance provided - (X) (X = face value net of margin and discount/interest)
 - b. Tenor remaining till maturity – (Y)
 - c. Fee - (Z)
$$\text{Fee amount of the service provider} = (X*Y/365)*Z$$
- ii. If the fee income calculated as above exceeds Rs 25 Lakh in any FY, then the fee for subsequent transactions shall be 80% of the fee quoted above. Similarly, If the fee income exceeds Rs 100 Lakh in any FY, then the fee for subsequent transactions shall be 50% of the fee quoted above.
- iii. The Fee for the service should be payable only upon successful utilization of the transaction. Utilization means utilization of the said vendor / dealer limits with the bank under dealer financing or vendor financing program.
- iv. SIDBI reserves its right to renegotiate the above quoted fee in respect of the Corporates demanding finer rate of interest.
- v. The Fee quoted should be inclusive of all applicable taxes/cess (except GST which will be paid by the Bank).
- vi. The Fee quoted should be for entire contract period of 3 years and there cannot be any escalation.
- vii. Bids submitted with counter-conditions/assumptions will be rejected.
- viii. Any Commercial Bid not in conformity with the RFP terms and above format or incomplete in any respect will be rejected / disqualified by the Bank.
- ix. Sealed commercial bids to be submitted as per instructions given in RFP document.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

