



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

एकीकृत ट्रेजरी प्रबंधन सॉफ्टवेयर सोल्यूशन की खरीद और
कार्यान्वयन हेतु प्रस्ताव का आमंत्रण

Request for Proposal for
Procurement and Implementation of Integrated Treasury Management Software Solution

स्वावलंबन भवन, सी-11, जी ब्लॉक,
बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पू.), मुम्बई - 400051

Swavalamban Bhawan, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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1. Critical Information / महत्वपूर्ण सूचना

(RfP No: 400/2022/1671/BYO/RMD dated: November 11, 2021)

S.N.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1.	स्पष्टीकरण माँगने की अंतिम तिथि Last date for seeking clarifications	नवंबर /November 17, 2021	6:00 PM
2.	बोली-पूर्व बैठक (बोली-पूर्व बैठक के बाद RfP क्लॉज के स्पष्टीकरण के लिए बोलीदाताओं के प्रश्नों पर विचार नहीं किया जाएगा) Pre-Bid meeting (Bidders' queries towards clarifications of RfP clauses would not be entertained after pre-bid meeting)	नवंबर /November 18, 2021	3:00 P.M
		बोली पूर्व ब बोली-पूर्व बैठक ऑनलाइन आयोजित की जाएगी और प्री-बिड मीटिंग के लिए आमंत्रण और लिंक सिडबी की वेबसाइट वेब साईट पर साझा किया जाएगा। Pre-Bid meeting shall be held online and Invitation & link for pre-bid meeting shall be shared on SIDBI's website.	
3.	बोली जमा करने की अंतिम तिथि Last date for submission of bids	दिसंबर /December 2, 2021	4:00 PM
4.	टेंडर बंद होने की तिथि व समय Tender closing date & time	दिसंबर /December 2, 2021	4:00 PM
5.	न्यूनतम पात्रता बोली और तकनीकी बोली खोलने की तिथि और समय/ Date & Time of Opening of Minimum Eligibility bid & Technical bid/	दिसंबर /December 3, 2021	3:00 PM
6.	बोली प्रस्तुत करने हेतु पता / Address for Bid Submission		
	General Manager (TRMV) Small Industries Development Bank of India, 4 th Floor, Treasury and Resources Management Vertical (TRMV) Swavalamban Bhawan Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E), Mumbai - 400 051 Phone: 022-67531100 / 67531271	महाप्रबन्धक (TRMV) भारतीय लघु उद्योग विकास बैंक, चौथी मंजिल, ट्रेजरी और संसाधन प्रबंधन वर्टिकल (टीआरएमवी) स्वावलंबन भवन, प्लॉट-सी-11, जी ब्लॉक, बांद्रा कुर्ला काम्प्लेक्स, बांद्रा(पू.), मुम्बई - 400 051 दूरभाष: 022-67531100 / 67531249	

S.N.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
7.	वाणिज्यिक बोली खोलने की तिथि, समय Date and time of opening of commercial bids	बाद में सूचित किया जायेगा To be intimated at a later date	
8.	बोली की वैधता Bid Validity	बोली जमा करने की अंतिम तिथि से 180 दिन तक। 180 days from the last date of bid submission	
9.	सिडबी अधिकारियों के संपर्क विवरण Contact details of SIDBI officials	जैसा कि पैरा 2.13 में वर्णित है As mentioned in Para 2.13	
10.	बयाना जमा राशि / Earnest Money Deposit	₹ 3,50,000/- (रुपये तीन लाख और पचास हजार मात्र) ₹ 3,50,000/- only (Rupees Three Lakh and Fifty Thousand Only) भुगतान का स्वरूप: सिडबी, मुंबई पर भुगतान हेतु बैंक ड्राफ्ट, भुगतान आदेश, एनईएफटी /आरटीजीएस Mode of Payment: Bank Draft, Pay Order payable to SIDBI at Mumbai, NEFT/ RTGS	
11.	टेंडर मूल्य/Tender Cost	₹ 5,900/- including GST भुगतान का स्वरूप: सिडबी, मुंबई पर भुगतान हेतु बैंक ड्राफ्ट, भुगतान आदेश, एनईएफटी /आरटीजीएस Mode of Payment: Bank Draft, Pay Order payable to SIDBI at Mumbai, NEFT/ RTGS	
RTGS/NEFT details of SIDBI account			
	BENEFICIARY NAME	SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA	
	BANK NAME	SBI	
	Account Branch	MUMBAI - BANDRA KURLA COMPLEX (04380)	
	BENEFICIARY ACCOUNT NO.	10996685010	
	IFSC CODE	SBIN0004380	

2. Introduction and Disclaimers

2.1 About SIDBI

SIDBI was established on April 2, 1990 under the Small Industries Development Bank of India Act, 1989 with an aim to be the principal financial institution for the promotion, financing and development of industry in the small-scale sector and to co-ordinate the functions of the institutions engaged in similar activities.

Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions, such as, banks, State Financial Corporations etc. for onward lending to MSMEs and (b) direct assistance with thrust on MSEs. The Bank undertakes a number of promotion & development activities for the MSME sector. The Bank is also undertaking a range of structural initiatives like CriSidEx and MSME Pulse to facilitate policy direction to the sector.

The mission of SIDBI is "To facilitate and strengthen credit flow to MSMEs and address both financial and developmental gaps in the MSME eco-system".

The bank provides its services through a network of Regional and Branch offices located all over India. Detailed information on the functions of the bank is provided on the bank's website, www.sidbi.in.

2.2 Purpose of RfP

SIDBI seeks to acquire an Integrated Treasury Management Solution (INTEGRATED TREASURY MANAGEMENT SOFTWARE Solution (ITMS)) for conducting its day-to-day business operations. The purpose of the proposed integrated treasury management solution is to help achieve operational efficiencies by eliminating the manual work currently performed in the treasury function of the bank. The solution should have features including but not limited to deal capturing, what-if-analysis, scenario simulations, structuring of products, pricing, valuation, risk & limit monitoring across the bank, cash flow management, nostro reconciliation and reporting. The proposed system should provide efficient and scalable solution, having seamless integration with various market data sources, dealing platforms, regulatory platforms, other external & internal systems and interfaces as per SIDBI current and future needs. Key drivers for the new solution are as follows:

- Handling of all existing and future asset classes present in international markets
- Robust workflow and parameterized rule based engine
- Robust Compliance Rule engine to effectively manage all internal and regulatory Limits
- Seamless data interface capabilities with various internal and third party applications
- Flexibility and scalability in the system for generation of various business transactions and user defined reports
- Multi Currency
- Efficiency and ease-of-use of the system

This RFP is a guiding document to select the Bidder on the basis of its capabilities and experience. All scope and specifications as mentioned in this RFP and the annexed documents are only indicative, but not limited, in nature and hence, the Bidder is requested to note the same. The participating Bidder is required to provide detailed inputs so that SIDBI has the best technical-commercial solution for this project.

The above mentioned Integrated Treasury Management Solution need to be implemented in Bank’s Data Center (DC) and Disaster Recovery (DR) site. This Request for Proposal document (“RfP document” or “RfP” or “RFP”) has been prepared solely for the purpose of enabling the Small Industries Development Bank of India, referred as the “Bank” hereafter, to shortlist suitable vendor. Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in Annexures attached.

This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.

The tender methodology being followed is under Three Bid System viz. 1) Pre-qualification/ Minimum Eligibility Criteria and 2) Technical bid 3) Commercial bid. Bid Evaluation methodology & eligibility criteria has been detailed in chapter 6.

2.3 Existing Setup

The treasury department of SIDBI is an integral function of the Bank. It is responsible for managing the consolidated fund of the Bank and ensures that the Bank generates consistent returns. It is involved in daily trading activities and investments. The function of the SIDBI treasury vertical includes liquidity and fund management, risk monitoring, trading and investment, valuation and accounting.

Credence iDeal is used for Deal Entry by front office, Treasury Back office trade confirmation, processing, settlement and accounting. Some of the operations in front office, back office, mid office and market risk operations are performed manually through excels which need to be automated.

The current activities carried out by the Treasury vertical consist of the following:

Front Office	Mid Office	Back Office
<ul style="list-style-type: none"> Liquidity and Fund management Reconciliation of Rupee Nostros manually Deals Pricing Trade Capture 	<ul style="list-style-type: none"> Identification, measurement & monitoring of market risk, credit risk, liquidity risk, counterparty risk, interest rate risk 	<ul style="list-style-type: none"> Trade confirmation Trade Settlement Reconciliation of Fx Nostro and SGL manually Accounting

<p>(Manual)</p> <ul style="list-style-type: none"> • Position Management • Trade entry in iDeal 	<ul style="list-style-type: none"> • Counterparty Limit Setting and Monitoring • Dealer limit setting & monitoring • MIS reporting 	<ul style="list-style-type: none"> • Sanction of Transactions and Reporting • Trade Finance and FCTL Portfolio – Shadow/ mirror Accounting • Swift Messaging for Clients LCs and TTs and DPs, etc. • RBI / CCIL softwares accessing and reporting
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The list of treasury products currently used by the Bank are as follows: -

- Forex – Spot FX, FX Swaps, Outright Forwards, Fx Deposits.
- Interbank – Placements, Deposits
- Money Market – CP, CD, TREPS, Mutual funds
- Fixed Income & Capital Markets – G-Sec, T-Bills, Bonds/NCDs (Proprietary book), Equity
- Derivatives – Interest Rate Swaps, Options (FX), Cross Currency Swaps, Forward Rate Agreement , INR OD against Fx deposit

The above is not exhaustive, further products will be added as and when approved by the Regulators with due internal approval from the Bank’s Board.

The existing database for Credence application is Oracle (11g). The Bank is using the latest oracle DB versions in other applications. Flexcube by Oracle Corporation is being used as CBS in the bank.

Average number of transactions at present are approx. 15000 per year; Volume is expected to be increased by 15% p.a. The present number of users at Treasury Vertical is approx. 30. Incrementally, the users may grow by 10% p.a.

The proposed ITMS application should support all the standard and futuristic treasury products, processes and functionalities.

Currently, business applications have been deployed centrally at the DC and DR site in virtualized environment using VMWare, Citrix XenApp and Web Servers. Applications are accessed over WAN using Citrix web client or Internet browser. The client machines need to have Citrix web client and J-Initiator (Java utility) installed to access the applications. Oracle

Database (11 G) is being used to store all business critical data. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering build at the virtualization / application level for VMWare, Citrix and Web Application servers as well.

Indicative List of Applications to be integrated with proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) solution

Sl. No.	Application Name	Use of the Application	Platform
In-house Applications			
1	Direct Finance System (DFS)	Term loan management and accounting including Working Capital, bank Guarantee schemes and Non-treasury Investments.	Oracle Forms and Reports 12c
2	Management Information System (MIS)	MIS and Exposure monitoring system	Oracle Forms and Reports 12c
3	Flexcube GL Reports	Reporting module for Flexcube GL	Flexcube
4	Trade Finance System (TFS)	TT and LC origination to retirement management.	Oracle Forms and Reports 12c
5	Resources Management Software (RMS)	FDs / RIDF deposits	Oracle Forms and Reports 12c
Outsourced Applications			
6	ISWIFT	IDBI Intech Limited (INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) between SWIFT and Bank's Trade Finance Software)	
7	BALM - BALM Software	ALM Software. Integration with BALM is required for transaction data flow from ITMS to BALM.	
8	Flexcube GL / CIF	General Ledger & Customer information file (CIF)	
9	Bloomberg and Reuter's Dealing Terminal	Forex Dealing	
10	SBI- CMP	For making RTGS/NEFT payment	
11	CCIL Platforms for NDS-OM and TREPS	Money Market Investment	
12	E-Kuber	RBI Balances, SGL Balances, Security Pledging /	

Sl. No.	Application Name	Use of the Application	Platform
		Depledging	
OTHERS			
13	NSE Platform (Gateway)	BRICSONLINE software for bond transactions	
14	FTRAC	CCIL platform for reporting of CPs/CDs etc	
15	STP gateway	Equity Settlement	
16	AMFI	Online MF Investment / Redemption	
17	FIMMDA	Benchmark rates	
18	FBIL	Benchmark Rates	
19	CRISIL -IRMS	Capital Charge, Market Risk, Credit Risk and Operational Risk	
20	Excel	Export / Upload	
21	FEDAI	Fx Rates	
22	MS Outlook SMTP Server / SMS	Alerts	

2.4 Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all 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. 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 document. Neither SIDBI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

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 to be borne by Respondents

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

2.7 No Legal Relationship

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

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

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP.

2.10 Acceptance of Selection Process

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

2.11 Errors and Omissions

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

2.12 Acceptance of Terms

A Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer. All deviations to be submitted as per format provided in Annexure XII of RfP. However, Commercial Deviations are not envisaged.

2.13 Requests for Proposal

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

Contact Person / Concerned Vertical	Designation	Email ID	Telephone
Treasury and Resource Management Vertical (TRMV)	Department	treasury@sidbi.in	022-67531100
Himanshu Asthana	DGM, (TRMV)	himanshu@sidbi.in	022-67531271
Parul Sharma	AGM (Systems)	parul@sidbi.in	022-67221242

- SIDBI may, in its absolute discretion, seek additional information or material from any of the 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. Broad Scope of Work

The Bidder is required to propose an Integrated Treasury Management System, which it will have to implement in SIDBI environment. The proposed solution needs to be implemented in SIDBI. The Bidder will also have to integrate the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) with the other peripheral applications operating in SIDBI environment. As part of implementation the Bidder will also provide training to the identified users of SIDBI.

The system proposed should be capable of providing critical and desired functionalities as described in Annexure to RFP for key functional and technical requirements of SIDBI: Annexure XVIII - Functional and Technical Requirements ITMS.

- Execution of entire project i.e. Implementation planning for software, customization, designing of software architecture for all the related component will be undertaken & managed by vendor team.
- For installation of software at Bank's DC and DR Site, vendor should complete the requirement study (BRD) and submit architecture diagram, detail System Requirements Specification (SRS) required to host the software at Bank's DC and DR Site within **30 days from placing the order**. Implementation of entire project to be completed within 180 days from the date of order or as advised by SIDBI (whichever is later).
- Setup and configure the required hardware, database, tools etc. offered as part of this RfP. Bidder should set up UAT Environment, Live System etc.
- The Bidder will have to provide the necessary interface with all relevant applications as required at no extra cost to the Bank. By means of diagrammatic/pictorial representations, the Bidder should provide complete details of the hardware, software and network architecture of the PROPOSED ITMS Solution (module and sub-module wise), including source / method of Data capture and transfer, validation, updating and database maintenance for networked branches. In this regard the bidder should also provide logical architecture and high level diagram of hardware/software/network architecture. Data is available in the existing system since 2007, same would need to be migrated
- Bidder will provide Server Hardware & OS, Database, Middleware, etc. required for implementation of the proposed ITMS solution, the details for which shall be provided as per **Annexure – XXIV**.
- All claims for functional / technical delivery made by the Bidders in their responses to the RfP shall be assumed as deliverable, within the quoted financials.
- The selected bidder have to configure the application as per the requirements of the Bank which is pre-defined within the scope at no additional cost for a period of 6 months from the date of acceptance. Bidder has to provide support services for a period of 1 year or more (if required) from the date of acceptance by the Bank at no additional cost.

- ☑ Bidder has to provide training to the technical and business users after successful implementation of the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) solution and integration thereof with the interfacing applications of the Bank.
- ☑ In case of any damage to Bank property during equipment delivery and installation attributable to the bidder, bidder should replace the damaged property at its own cost.

3.1 Key Requirements

The objective is to implement a reliable and scalable Integrated Treasury Management System that will allow automation across SIDBI Front Office, Middle Office, Risk and Back Office operations, with a view to streamline activities, manage risk at all levels across the activity chain, leverage data for real time analytics as well as performance and risk attribution. The system should be flexible in terms of configuration, on an 'as and when' needed basis to limit dependencies on Bidder vis-à-vis user driven parameterizations, including new asset classes, as well as on other systems for interfacing through upload/download.

A critical component of the system will involve maintaining audit trails of each and every activity carried out by any user within the system. The system must support pre-deal analytics in terms of impact on parameters such as hard/ soft limits, available limits, limit breaches, authorizations, scenario analysis and decision support. The system must integrate seamlessly with data flows, from external market data providers as well as other relevant internal and external applications, for real time interfacing and performance & risk attribution.

The system should be capable of providing analysis and decision support platform across a wide range of asset classes and instrument types. It should also be capable to reduce operational risk, allowing efficient and timely generation of strategies and supports for multiple investment processes, strategies and management tasks all on a single platform. The system must have flexibility in terms of views for report generation in terms of risk management, performance attribution, valuation and deal management.

The Bidder should propose the solution architecture consisting the proposed application, integration requirements, required software licenses all the business requirements of SIDBI to be catered by the Integrated Treasury Management System.

The scope of work shall include but not be limited to the requirements listed below:

- End-to-end implementation of proposed ITMS. The proposed solution should include Supply, Installation, Implementation, Customization, Integration, Migration, Testing, Training, tuning/optimization of proposed solution and post go-live support and Maintenance of all necessary Software etc. at primary site and also at Disaster Recovery Site.
- Making available functionalities being envisaged by SIDBI in Annexure XVIII – Functional & Technical Requirements ITMS
- Carrying out a requirement study for the functionalities and services required by SIDBI. Inputs from this requirement study should be configured or made available in the proposed Treasury Management System
- Providing a system (i.e. application/ suite of applications) required to satisfy the requirements of SIDBI
- Configuration of parameters on the application as per SIDBI requirements, Also, developing interfaces between the other systems used for SIDBI Business as Usual operations
- Performance of configuration and enhancement of solution to cater to the requirements mentioned by SIDBI
- Setting up of all internal and regulatory limits

- Tiered workflow-based approach for exception management and limit breach approval i.e. limits are to be checked at requisition stage and also at order entry stage
- Interfaces for Live feeds of market prices as well as booked deals' status
- Interfaces and Integration with key applications of SIDBI which are required for BAU (Business as Usual) operations
- Smooth Data migration from existing Credence iDeal system and other existing applications being used. The bidder should provide a facility to migrate history/ legacy data from existing solutions currently used by SIDBI into the proposed ITMS for backward compatibility and continuity as per SIDBI's data retention requirement. The migrated data shall be cross verified, validated and authenticated by vendor and accepted by SIDBI. The proposed ITMS should provide a robust reporting on the migrated data, capable of viewing and generating required reports from the above data.
- Capability of generating user configurable MIS
- Audit Trail maintenance and on screen view for all actions in the system including audit logs listing old and new values. The proposed ITMS should maintain a comprehensive audit trail. It should have the ability to rapidly generate ad-hoc reports with user friendly report writing software or tools.
- Maker-Checker /Authorization step would also be required
- Setup and maintenance of development, production, testing and training, DR environments for the proposed application as necessary. The Bidder shall carry out the customizations at the Bidder's site to avoid setting up a development environment.
- Assisting SIDBI in performing the System Integration Testing and UAT of the system as part of implementation. Capability to maintain the software and provide support to SIDBI in case of configuration changes, development of new components, change requests, etc. post go-live of the software during the contract period.
- Application maintenance including Time bound and effective bug fixing, patch management, upgradation, additions / modifications in the application to cater to changes in statutory requirements, addition of new products, data sources and /or new reporting requirements during contract period.
- Provide onsite/offsite support post go-live during the tenure of the contract. Bidder has to ensure Onsite Maintenance of Application and Infrastructure including Helpdesk for 12 Months post Go Live. Duties include day to day operation support, configuration changes, version upgrades, performance monitoring, trouble shooting, bug fixes, patch installation and liaising with SIDBI core team officials for various support issues etc. and assisting SIDBI official in switching to the DR site in case of system failure and Conducting DR drills in conjunction with SIDBI. Bidder is required to configure and maintain the DR site for the proposed solution and facilitate support during DR drills as per the BCM policy of the Bank. Monitoring of DC-DR sync, alerts to designated mail ids if it fails to be in sync. DC-DR control reports – at least for initial period.
- Imparting requisite training to SIDBI end users, project team, core team and training of trainers.
- Supporting any business transformation projects envisioned by SIDBI from time to time.

- Procurement of the necessary hardware and infrastructure for implementation of ITMS at SIDBI.
- Bidder to provide a one year warranty and subsequent ATS for next four years for all the software components and three years Warranty and two years AMC for hardware components procured from the bidder to comply with the requirements of this RFP.
- Rollout and support of the hardware solution procured from the bidder for the period of the contract. The proposed solution should be compatible to integrate with Core Banking Solutions – CBS (currently Flexcube (Oracle Corp) is being used by SIDBI) in vogue, if required. The bidder is required to submit a list of CBS solutions that the proposed ITMS is currently integrated with in various implementations in India.

Note: The Bidder shall be required to present its designs and solution to SIDBI as part of the Technical bid evaluation. The Bidder's presentation should cover all of the above parameters to enable SIDBI to judge the completeness and responsiveness of its bid.

- Bidder will provide Server Hardware & OS, Database, Middleware, etc. required for implementation of the proposed ITMS solution, the details for which shall be provided as per **Annexure – XXIV**. Hardware supplied by the bidder towards implementation of the proposed ITMS solution should meet next 5 years requirements of the Bank and in case of any performance issue during the contract period, the bidder will enhance the capacity of the hardware (Servers, RAM, CPUs etc.) to ensure the reasonable response time of the system.
- It will be the responsibility of the bidder to size hardware for the solution.
- Bidder shall deliver and install all the hardware, OS, Database, Tools etc. , required for the implementation of the proposed ITMS solution in such a way that project timelines are met. Bidder shall ensure maintenance, support and all enhancements during the entire contract period.
- Hardware components and OS
Bidder shall provide warranty for all hardware components and OS for a period of THREE years from the date of acceptance of the proposed ITMS solution. Further, the bidder shall provide AMC support for hardware components and OS for a period of TWO years after the expiry of the warranty period.
- Software components
Bidder shall provide warranty for all software components for a period of ONE year from the date of acceptance of the proposed ITMS solution. Further, the bidder shall provide ATS support for software components for a period of FOUR years after the expiry of the warranty period.
- Bidder may note the following:
Presently, number of Users - 30 & Concurrent Users – 20 and Incrementally the users are expected to grow by 10% p.a.
Transactions Volume is approximately 15,000 per year at present with concurrent transactions approximately 50, Transactions are projected to grow at around 15% p.a.

3.2 Expectations from the Bidder

SIDBI is open to consider various possible system implementation models prevalent in the International market including “Capital Expenditure based Model” or any other possible model that the Bidder wishes to propose. SIDBI requires a turnkey solution for its Treasury Management System.

- **Capital Expenditure based Model:** In this model, Bidder is expected to provide the software system licenses and commercials for the required IT infrastructure for hosting the same in SIDBI Data center, DR site and UAT environment along with other software licenses like RDBMS, Web servers, etc. The Bidder will be required to furnish the requirement of hardware as per format given in the Annexure XXIV.

Bank has already adopted VMware technology for virtualization. The present setup of the VMWare has been done on Intel based blade / Rack server(s) using SAN based storage. vCenter and vSphere 7.0 V Standard Edition have been installed on the existing servers for Virtualization. Hence, requirement of server will be met by the Bank in form of Virtualized Machines (VM). The solution proposed by the bidder should therefore be compatible to work with VMs.

Bidder has to indicate all the network level requirements such as:

1. Minimum bandwidth requirement at user level for using the proposed solution should be indicated.
2. Bandwidth requirement for DC-DR replication will be mentioned by the bidder in its bid response, wherever applicable.

Based on the requirements stated in this RFP, the Bidder is required to independently arrive at the solution, which is suitable for SIDBI, after taking into consideration the efforts estimated for implementation and user training, the resource and IT infrastructure requirements. SIDBI stipulates the Bidder’s selection under this RFP on the express understanding that, this RFP contains only the principal provisions for the entire assignment and that delivery and the services in connection therewith are only a part of the assignment. The Bidder 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 at no additional cost to SIDBI.

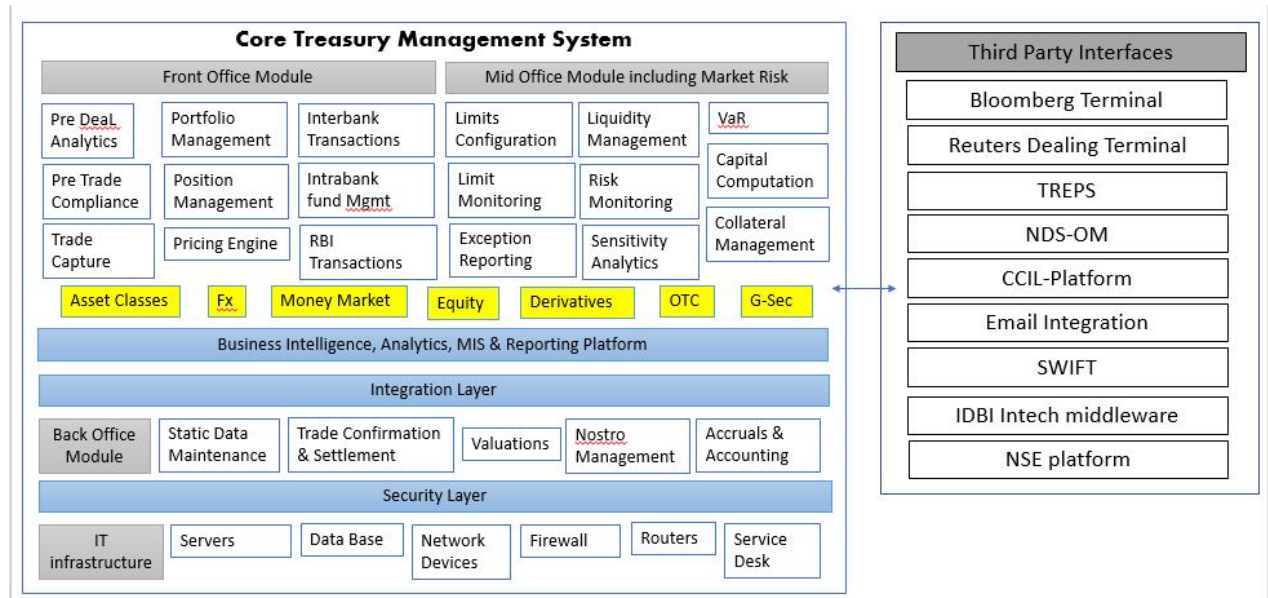
Considering the envisaged relationship with the Bidder, any service, which forms a part of scope that is not explicitly mentioned in this RFP but is relevant to the mentioned scope of the project, the Bidder is expected to provide the same at no additional costs to SIDBI. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to SIDBI. SIDBI will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

SIDBI intends that the commercials as agreed with the Winning Bidder shall be for a period of five years subject to termination clause set out in Section 7.21 Termination of Contract and

satisfactory performance as set out in Section 7.10 Performance Bank Guarantee (PBG) SIDBI may extend the duration of the contract at its sole discretion.

3.3 Target State Functional Architecture Diagram of ITMS

The below diagram outlines the Target State functional Architecture Diagram of Treasury Management Solution and interaction of information between various systems and parties involved.



3.4 Training

The Bidder will be responsible for providing an e-learning module and training SIDBI employees on the application(s)/ system operations, error handling, system administration, configuration, routine maintenance, data backup, archival, daily jobs, batch uploads, interface, etc. with respect to the ITMS.

The Bidder is expected to provide training to following broad teams as and when so requested by SIDBI:

- Core Team Training:** The Bidder is expected to provide training to core team users for Treasury Management System each from SIDBI around all the functionalities, master setups, MIS parameterization setup, error handling, administrative privileges and other key activities.
- Technical Team Training:** The Bidder is expected to provide technical training to SIDBI IT team on the IT related aspects of the application including batch job setup, error handling, administrative privileges, etc.
- End User Training:** The Bidder is expected to provide training to all the end users of the application across FO, MO, Risk and BO operations team around the application functionalities, master setups, report generation, etc. The end user must be trained on all functionalities required for efficient daily and period end operations of SIDBI (including month, quarter and year-end operations).

With regard to activities under the scope of the Bidder in this RFP; the Bidder needs to provide a comprehensive training methodology documents, an e-learning module, operations manuals with screenshots and the training should cover including but not limited to the following areas:

- Functionality available in the solution
- Customization development
- Parameterization
- Data Structure
- Advanced user training
- Advanced trouble shooting techniques
- Exception reporting
- Deployment of various products/ packages as part of the solution
- Techniques of generating various MIS reports from the solution provided
- Development and deployment of new products (schemes, products etc.) using the proposed solution
- Use of all the auditing features being provided
- Data replication and near site implementation
- Developing new audit reports/ tools using the proposed solution
- Log analysis and monitoring
- Incidence analysis and reporting
- Training for report writer facility to create new reports and modify existing reports

The Bidder needs to provide the details of number of people, expected experience and time frames for which the people will be required from SIDBI for training. SIDBI will be responsible for identifying the appropriate personnel for all the training requirements.

The Bidder will be responsible to train all the users as identified by SIDBI. All the employees of SIDBI who would be working on the new ITMS (including but not limited to Front Office, Middle Office, Risk & Compliance, Back Office and IT Team members) are required to be trained by the Bidder on the new application.

The Bidder will be responsible for providing the users with the requisite training material in both hard and soft copies for the core team/ implementation training, technical training and end user training. The onus of preparing the training material will be on the Bidder.

The Bidder will be responsible for preparing, circulating and collecting training feedback forms from the participants.

The feedback forms will be prepared by the Bidder, reviewed and given to SIDBI. The changes, if any, suggested by SIDBI or its consultants, should be incorporated and implemented by the Bidder.

The Bidder will provide a detailed training methodology & schedule to SIDBI for review and sign – off prior to commencement of the training.

The Bidder will be responsible for providing ongoing training at defined intervals to the identified SIDBI personnel.

The Bidder shall ensure that training materials and other documents are updated on an ongoing basis when so required and once in a year on a mandatory basis during the life of the contract.

3.5 Project Timelines

SIDBI envisions the Integrated Treasury Management system will be implemented in phased manner asset class by asset class. The milestones will be provided for project timeline of 180 days by the bidder and finalised in consultation with the Bank.

3.6 Documentation

The documentation provided by the Bidder should consist of (but not restricted to) the following:

- Functional Document
- Operating Manuals
- Data Dictionary
- Detailed Solution Architecture Document
- Detailed network and hardware architecture document
- Detailed Design Document including High-Level & Low-Level Design
- Infrastructure Security Operations

3.7 Implementation of the software at Bank's Data Centre (DC & DR Site)

- 3.7.1** Bidder need to provide Hardware and Software required for the implementation of the proposed ITMS solution at DC & DR, which includes Server Hardware & OS, Database, Middleware, etc.
- 3.7.2** Documentation and detailed architectural design is required to be submitted as a part of the implementation process.

3.8 Features and Functionality required in the INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS)

Detailed Description of the envisaged scope is enumerated below.

As a part of this RFP, the bidder is required to perform migration from the existing treasury applications integrating the same with other supporting Treasury IT applications like Tally or option to integrate with flexcube GL for Forex TB. The responsibility of the bidder shall include designing, sizing, procuring, development, customization retrofitting, configuring, parameterizing, implementing, integrating, training and maintenance of the ITMS solution as part of this tender covering the scope mentioned in this RFP.

The bidder will be completely responsible for the below activities:

1. Design, size, implement, and maintain the ITMS applications (Replace the Existing Solution), interfaces and integration with the other solutions, applications, and other channels, etc. during the contract period.
2. The responsibility of the bidder would be towards complete end to end migration and implementation of new replaced solution meeting the requirement stated below.
3. Migration of the data from the existing treasury systems to the new proposed ITMS.
4. Integrate with other required applications and also with bank's existing tools for configuration management, change management, release and deployment management, application performance monitoring, service level monitoring etc.
5. Bidder needs to supply and implement the infrastructure, Database license , Middleware licenses for all layers of ITMS application and database at the time of submission of bids as per the projection. The Bidder is required to provide details of proposed software and solutions proposed as a part of the masked bill of material. OS licences are also to be provided by the Vendor. For ongoing/ providing technical support, team members are required to be deployed onsite. Bank will be providing Security component like Firewalls, Antivirus etc and Networking component like ToR, Access and Core switch etc.
6. Bidder is required to perform the data migration activities and will be responsible for loading and transforming the data in the proposed systems/ solutions. SIDBI/existing vendor will provide the data.
7. Bidder is required to Build interfaces/data transfer mechanisms and integrate the proposed applications with SIDBI existing applications.
8. Bidder is required to Rollout the proposed applications at DC and DR and provide handholding support.
9. Bidder is required to provide Training and Knowledge Management to SIDBI personnel.
10. Bidder is required to provide RCA for all key issues for the application within 48 hours of the issue being identified/ notified.
11. The bidder is required to size, design, train, customize, test, implement, integrate, rollout and maintain the proposed ITMS systems application as per the requirements of this RFP covering all the existing functionalities and modules for the period of the contract.
12. The scope of the project includes the following:
 - A. Gap Analysis and Gap report submission

- B. Preparing system specification document i.e. SRS, HLD, LLD, solution design document based on the functional requirements
- C. Implementation and support of the proposed treasury solutions to support the Bank's operations.
- D. Data migration from SIDBI's existing IT system to proposed ITMS. All the interfaces & Integration as mentioned in the RFP along with any other interfaces & Integration that will be agreed as part of functional requirements signed off with SIDBI as part of SRS should be provided by the bidder at no extra cost.
- E. The Bidders should provide support during the implementation and post-go live based on the SLA's defined in the RFP [point no. 8.11]
- F. The Bidder is expected to undertake the following activities:
 - I. The successful bidder has to abide by the Bank's information security policies.
 - II. During the contract period, the Bidder is required to supply, install and maintain proposed solution at DC and DR. This will include other security features as maybe considered necessary to ensure regulatory & Statutory compliance on security which may get changed from time to time.
 - III. The Bidder is required to do Patch Management of OS, DB & other proposed solution during the period of contract.
 - IV. The bidder is also expected to provide separate environments for production at DC, DR, Test & Training environment
- G. The proposed ITMS should be in conformity with the requirements of Information Technology Act, 2000, amendment 2008 and other regulatory & statutory guidelines
- H. Considering the complex nature of the assignment and the envisaged long-term relationship with the Bidder, any Service, which forms a part of post go-live support or any component that is not specifically indicated in this document but is essential for rendering the Service should not be treated as excluded and would form part of this RFP, Bidder is expected to provide the same at no additional costs to the Bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank as a part of the solution.
- I. The Bidder must provide and propose suitable tools/ software/ hardware/ utilities/ solutions as a part of solution in order to meet the requirement stated in the RFP.
- J. The Bidder should procure, install, test and stabilize the required infrastructure in terms of hardware and environmental software for proposed ITMS solution.
- K. Bidder should have the capability to maintain the software and provide support to the Bank in case of configuration changes, development of new components, change requests, etc. post go-live of the software.

The bidder will be required to provide onsite/Offsite support on all business days. Duties of vendor includes configuration changes, version upgradations, performance monitoring, trouble shooting, bug fixes, patch installation and liaison with SIDBI official for various support issues etc. and assisting SIDBI official in switching to the DR site in case of system failure and Conducting DR drills in conjunction with the Bank.

3.9 Functional Requirements

3.9.1 Domestic Treasury (Fixed Income Book)

a) Coverage: Complete life cycle for operations pertaining to TREPS Borrowing / Lending, Mutual Fund, Equity, Corporate Bonds, Zero-coupon Bonds, Corporate Bonds-Repo, Certificate of Deposits, Commercial papers, Fixed Deposits, Inter-corporate Deposit, Term money, GOI Securities, Treasury Bills and any other product permitted by FIMMDA.

b) Deal Entry: STP – Automated deal Entry for TREPS borrowing/Lending, G-Secs/T-bills, OTC Transactions from output generated from respective CCIL managed applications, Reuters / Bloomberg dealings systems. Deal entry for various Mutual Fund schemes along with stamp duty. Deal entry for other OTC securities with Classification of Investment in terms of AFS, HFT & HTM and instrument wise limit. Standard plug-ins for systems like CCIL and all trading platforms should be available. ITMS should support deal capture facility for all the domestic treasury desks along with limit alerts.

c) Asset Servicing: Comprehensive work flow to be defined to compute periodic interest/principal receipts, Interest Accruals, Maturity payments, Interest rate Reset, Floating rate, Modified day settlement, Put/Call on Bonds, Interest computation in cases of premature withdrawal of Fixed Deposit (Partial/Full), Computation of Simple/Compounding / Broken period interest on fixed Deposits for all available day count conventions, Dividend maintenance, Equity holding cost calculation, Automated alerts for cut-loss breaches/take profit, Mutual Fund Scheme wise Bank account maintenance for KYC/generating CMP files to upload in SBI portal for effecting RTGS/NEFT/Fund transfer. Automated Marking of NPI and provision calculation.

d) Interest Accrual & Valuations:

Classification of Investment in terms of AFS, HFT & HTM. Daily valuation of Investment in terms of RBI Master Circular – Prudential Norms for Classification, Valuation and Operation of Investment Portfolio by FIs. (In cases of Valuation of Investments held under HFT category, the book value of the Investment shall change post revaluation).

Periodic Security wise accrual on Investment.

Amortization of premium on Securities.

Accretion on discounted securities to be done on Daily basis and Book value shall be changed to the extent on the Interest accrued. For other Fixed Income Securities the Interest to be accrued on Monthly basis.

e) Accounting: Accounting entries and Interface for capturing the entire lifecycle of the product, revaluation of outstanding assets on daily/monthly basis. Comprehensive accounting for all instruments mentioned under “Coverage” above.

Discount component on discounted securities to be accrued on daily basis, the accrued discount to be added back to the book value. Accounting should also have provision as per IND-AS.

f) Interface: Interface with Flexcube, RMS, CCIL managed applications, E-Kuber, RBI managed applications, STP Gate website, AMFI website, FIMMDA website, F-TRAC website, MS-Excel, BALM Software, Reuters and Bloomberg, NSE Bhavcopy or any other market feed SIDBI may use in future.

g) Limit Maintenance: Comprehensive and overall limit maintenance, Real Time Limit Tracking, Exception reporting for Breach of limits.

List of SIDBI limits to be configured in the system.

- Product wise/ Instrument wise/ AMC wise/ Counterparty wise maintenance of limits,
- Provision for entering Surplus at the beginning of the day for continuous monitoring of Breach of Instrument wise Limit, Limits to be linked to Total Treasury investments for the day / linked to Net-worth of the bank (for the previous FY).
- Provision of limit fixation as per RAF – at 2/3 levels viz. prudential limit (as per IP) and tolerance limit (lower and upper level) as per RAF.
- Provision for fixing hard or soft limits
- Limit fixation in terms of absolute amt / percentage of total treasury investment
- Limit fixation module – maker/ checker based
- Limits as indicated in the latest Investment Policy.
- Alerts where limit are within 5% of the threshold for each Limit.

h) Reports/MIS Reports: FIFO/WAC wise profitability report, OSMOS Data to RBI , NA Template to RBI, Capital Charge related reports, Deal cancellation Alert/Report, Automated RTGS/Investment Slip for Investment/(full/partial) redemption towards Mutual Fund, Automated e-mail generation towards Mutual Fund generation and redemption requests, Sectoral Exposure for Equity Investments, Monitoring of Sector wise Limit, Outstanding Investment in Listed/Unlisted Securities, Stop Loss/take Profit Limit Alerts for Equity Deals and related reports, Alerts based on real time market information from Reuters/Bloomberg, (Rate scan), Asset classification-NPI updation. Asset wise returns for a particular period, Weighted average return for Money market instruments for a particular period, Investment ledger for a period, Profit/Income Statement for Money Market operations, Summary of Sanction report for a period, Counterparty wise exposure as per SIDBI formats, Instrument wise average Daily, fortnightly, Monthly, Quarterly, Yearly Funds Deployed, Instrument wise Interest Income, Yield and Profit for a period, Liquidity profiling of Investments, Average, Daily ,fortnightly, Monthly, Quarterly, Yearly funds deployed, Broker turnover report, Portfolio YTM on outstanding securities, Duration, Mod-Duration, VaR computations, Yield on average funds deployed excluding/including MTM on HFT category, Deal Ticket (showing Stock Movement), Deal Confirmation, Deal cancellation Slip, Demat account reconciliation, SGL reconciliation, Pre-Deal Analysis, Month end Post Sanction reporting(Formats to be discussed), Provision for entering Surplus at the beginning of the day for continuous monitoring of Breach of Instrument wise Limit, Dynamic reports, viz. Calculation of returns for Specific Instruments for Specific period & categorization of Investment based on Short Terms and Long term etc. SMS/E-Mail alerts towards summary of Investment o/s at EOD. Details of Investment / Borrowing as on particular period, privately placed/Public placed Investments, Rated/ Unrated Investments, Dividend Forecast Report, Event Alerts, Fixed Deposit Placement and Maturity letter, Balance Confirmation reports, etc. Interface for uploading the NOSTRO bank account transactions (FC). Fetching NAVs from Reuters/ AMFI and calculation of daily returns and holding returns for Mutual fund portfolio. Daily Mail generation with event alerts for front office and back office.

3.9.2 Forex Treasury (FX Book):

a) Coverage: Complete life cycle for operations pertaining to deals including Interbank Deals, Merchant deals, Deposits, Short term Buy/Sell, Sell/Buy swaps, Forward deals booked for Fixed delivery / Option delivery denominated in USD, EUR, JPY, GBP & CNY currencies presently and has facilities to add any other foreign currency in future.

b) Deal Entry: Deal entry and settlement for Interbank Deals, Merchant deals, Short term Buy/Sell, Sell/Buy swaps, Short Term deposits, Forward deals. Foreign Currency Term Loans-Sanction, Disbursements, Loan repayment schedule, Floating rate (LIBOR/EURIBOR/EUROLIBOR or any other ARR) management with ease of use. Provision for reschedulement of amortization period, part/ full prepayment & closure of account, Asset classification, calculation of interest dues for entire repayment period . Automated deal entry with respect to deals carried over Reuters FxT/ Bloomberg. The life cycle of all Merchant and interbank Forex transactions should be covered in the solution. The solution should have seamless integration capabilities with the internal and standard external systems. Standard plug-ins for systems like Reuters, Bloomberg.

c) Asset Servicing: Comprehensive work flow to be defined to compute maturity payments etc. Automated Marking of NPI and provision calculation.

d) Interest Accrual & Valuations: Computation of deal wise Interest Accrual on Forward and short swaps as on date/ for a period, Interest projections for advance tax payment.

e) Accounting: Accounting entries and Interface for capturing the entire life cycle of the product, revaluation of outstanding assets on daily/monthly basis.

f) Interface: Interface with FEDAI/ Reuters / Bloomberg towards uploading of daily/month-end rates/ Rate scan, Accounting interface, Interface with Citrix-DFS for getting the merchant deals for TT remittance and LC retirement, Interface with IDBI Intech Ltd. (middleware) for SWIFT transactions, SMTP server Alert module and SMS alert module (Vendor to populate alert to a Database table), Interface with BALM Software, MS-Excel (for Upload function).

g) Limit Maintenance:

- Comprehensive and overall limit maintenance, Real Time Limit Tracking, Prudential Limits such as IGL, AGL, VaR, Daylight/Overnight limit, Counterparty wise exposure, Dealer limits, Consolidated Open Position (Month end) covering Vendor money market, Fx & derivative positions.
- Maker-Checker for Limit masters.
- Exception reporting for Breach of limits.
- List of SIDBI limits to be configured in the system.

h) Reports/MIS Reports:

- Daily fund position.
- Deal Ticket and Deal confirmation for all deals.
- Hourly Rate Scan report, Settlement reports, Liquidity Forecast ,Forward Contract cancellation report, Outstanding deals, Deals entered, Income for a period, Qtr end/ Year end, balance confirmations, Currency wise Trail balance, daily NOSTRO reconciliation, Limit monitoring report, AGL, Consolidated R-Return (Including BOP and QE file), report towards regulatory submission to RBI, Report to monitor Forex position and gaps, report

for Generation of Daily Morning Card rates, Pre-Deal analysis. Exception reports generated from treasury: Failed trades, Off-market trades, after-hours and off-premises trading etc.

- Preparation of Revalued Currency wise Trial balance as on date.
- Settlement reports viz. RTGS/Transfer of Funds letters.
- Outstanding Forward Contract Details.

3.9.3 Derivatives:

a) Coverage: Complete life cycle for operations pertaining to deals undertaken in Interest rate Swaps (IRS), Cross Currency Interest rate Swaps(CCIRS),Overnight Index Swaps(OIS).

b) Deal Entry: Deal entry workflow for Interest rate Swaps(IRS),Cross Currency Interest rate Swaps (CCIRS),Overnight Index Swaps(OIS). Deal Entry for Interest rate Swaps(IRS),Cross Currency Interest rate Swaps(CCIRS),Overnight Index Swaps(OIS),shall have the ability to capture amortization schedule, front end stub & floating rate.

c) Asset Servicing: Comprehensive work flow to be defined to compute periodic interest/principal payments/receipt, Interest Accruals, maturity payments, Interest rate Reset, etc.

d) Interest Accrual & Valuations: Computation of deal wise Interest Accrual as on date/ for a particular period, Interest projections for advance tax payment. Valuation of all outstanding deals on daily/monthly basis including computation of Credit exposure, Hedge Effectiveness test. [Valuation Model to be finalized in consultation with *empanelled Forex consultants of SIDBI*].Calculation of daily variation margin and collateral requirement.

e) Accounting: Accounting entries and Interface for capturing the entire life cycle of the product, revaluation of outstanding assets on daily/monthly basis.

f) Interface: Interface with FEDAI/Reuters /Bloomberg towards uploading of daily/month-end rates, Accounting interface, Interface with Flexcube, SMTP server Alert module and SMS alert module, Interface with SWIFT, MS-Excel (for Upload function), Interface with BALM Software.

g) Limit Maintenance: Comprehensive and overall limit maintenance, Real Time Limit Tracking, Prudential Limits such as IGL, AGL, VaR, Daylight/Overnight limit, Counterparty wise exposure, Dealer limits, Consolidated Open Position (Daily/Month end) covering FX, Borrowing & Derivatives. Exception reporting for Breach of limits. List of SIDBI limits to be configured in the system.

h) Reports/MIS Reports: Hourly Rate Scan report, Settlement reports, Liquidity Forecast, Forward Contract cancellation report, Outstanding deals, Deals entered, Income for a period, Qtr end/ Year end balance confirmations, Currency wise Trail balance, daily NOSTRO reconciliation, Limit monitoring report, report to monitor Forex position and gaps, , Pre-Deal analysis including computation of INR / FX cost on deal, Quote Invitation letter sent to banks, Settlement reports viz. RTGS/Transfer of Funds letters.

3.9.4 Forex Borrowings:

a) Coverage: Complete life cycle for operations pertaining to long term borrowings from Multilateral Foreign Agencies and other market borrowings predominantly denominated in various currencies including SDR. Coverage includes Line wise borrowing and multiple draws made therein at same or different rate of interest and capturing of individual amortization/repayment schedule along with prepayment provision.

b) Deal Entry: Line wise and drawal wise Deal entry, Repayment/Amortization schedule to be drawn separately for each drawl. Provision for modifying amortisation schedule with/ without extension of last date of repayment, part/ full prepayment, interest computation. Deal entry to support floating rate (LIBOR / EURIBOR linked) loans with Semi-annual reset. To support all transactions hitting the exchange/ non-exchange book and the NOSTRO account.

c) Debt Servicing: Work flow to be defined to compute periodic interest/principal payments, Payment of commitment fee, Interest Accruals, maturity payments, Guarantee fee computations, Interest rate Reset, Computation of ERFF , Interest payable on SDR loans , Provision for capturing TDS , Interest waiver option with manual override etc.

d) Interest Accrual & Valuations: Computation of line wise Interest Accrual as on date/ for a particular period, Interest projections for advance tax payment. Valuation on daily/monthly basis.

e) Accounting: Accounting entries and Interface for capturing the entire lifecycle of the product, revaluation of entire liability on daily/monthly basis. Maker-Checker for accounting entries. The accounting entries should have facility of floating into SIDBI's flexcube system.

f) Interface: Interface with FEDAI/Reuters/Bloomberg towards uploading of daily/month-end rates. Interface with any other software towards capturing borrowing related transactions/outstanding balances, Accounting interface with Flexcube , Alert module and SMS alert module(Vendor to populate alert to a Database table), Interface with middleware, MS-Excel(for Upload function), Interface with BALM Software. Suitable interface to capture transactions in the overdraft account (on daily basis) flows herein and the interest computation could also be verified vis-à-vis the bank's computation. Interface with the DP A/c for reconciliation of the instruments on the maturity date (especially for CD, CP etc), Capturing the investor's bank details for redemption and on coupon payment dates.

g) Limit Maintenance: Comprehensive and overall limit maintenance, Real Time Limit Tracking. Exception reporting for Breach of limits, List of SIDBI limits to be configured in the system.

h) Reports/MIS Reports: Borrowing Deal Ticket, Borrowing Deal confirmation, Interest accrued, maturity intimation to counterparties, Interest/principal payments, Periodical movement under a line (Variance Analysis), Event alerts, Balance Confirmation, Counterparty limit monitoring report, Regulatory reports to be submitted to RBI/regulatory agencies, Associated reports towards items mentioned above, Settlement reports viz. RTGS/Transfer of Funds letters.

3.9.5 Forex Investments:

a) Coverage: Complete life cycle for operations pertaining to Deposits, FC Refinance OD Limit against Long term FC Deposit (in the form of overdraft) under Long term FC deposit.

b) Deal Entry: Deal entry workflow for Short Term FC Deposit, Long term FC Deposit, FC Refinance, Deal entry for borrowings (in the form of overdraft) under Long term FC deposit, wherein SIDBI pays FC and received INR in the form of overdraft. Standard Principal Amortization and Interest payment terms shall apply.

Deal Entry Long term FC Deposit ,FC Refinance shall have the ability to capture amortization schedule, front end stub & floating rate.

c) Debt Servicing of counterparty: Work flow to be defined to compute periodic interest/principal payments, Interest Accruals, maturity payments, Prepayment (Partial/full) option, Interest rate Reset based on LIBOR/EURIBOR etc.

d) Interest Accrual & Valuations: Computation of asset wise Interest Accrual as on date/ for a particular period, Interest projections for advance tax payment. Valuation on daily/monthly basis.

e) Accounting: Accounting entries and Interface for capturing the entire lifecycle of the product, revaluation of entire assets on daily/monthly basis. Maker-Checker for accounting entries.

f) Interface: Interface with FEDAI/Reuters/Bloomberg towards uploading of daily/month-end rates. Interface with any other software towards capturing borrowing related transactions/outstanding balances, Accounting interface with Flexcube , Alert module and SMS alert module(Vendor to populate alert to a Database table), Interface with middleware i.e. IDBI Intech Ltd., MS-Excel(for Upload function), Interface with BALM Software.

g) Limit Maintenance: Comprehensive and overall limit maintenance, Real Time Limit Tracking. Exception reporting for Breach of limits, List of SIDBI limits to be configured in the system.

h) Reports/MIS Reports: Deal Ticket, Deal confirmation, Interest accrued, maturity intimation to counterparties, Interest/principal payments, Periodical movement under a line (Variance Analysis), Event alerts, Balance Confirmation, Counterparty limit monitoring report, Regulatory reports to be submitted to RBI/regulatory agencies, Associated reports towards items mentioned above, Settlement reports viz. RTGS/Transfer of Funds letters.

3.9.6 Domestic Borrowings:

a) Coverage: Complete life cycle for operations pertaining to borrowings made by way of issuances of Non Convertible Debentures (NCD), Certificate of Deposits (CD), Commercial Papers(CP), Corporate Bonds (including Put/Call option)],Term Money Borrowings from Banks(Including borrowings as overdraft facility), Term Borrowings under refinance window from RBI, Line of Credit with Banks, Overdraft against Fixed Deposits placed with Banks/Fl. Coverage should also include ability to capture one/multiple brokers and direct deals.

b) Deal Entry: Deal Entry Screen for entering the above borrowings. Repayment/Amortization schedule and cash flows to be drawn for cases involving broken repayments.

c) Debt Servicing: Work flow to be defined to compute towards periodic interest/principal payments, Interest Accruals, maturity payments, Stamp Duty computations, Payment of NSDL

Charges, Interest rate Reset and Provision for capturing TDS/Service Tax liability, Calculations towards Interest payment on exercise of put/call option, Calculation of Interest payable for overdraft borrowings against Fixed Deposits, etc. Alert generation for debt servicing due (interest/principal) dues, Put/Call option etc.

d) Interest Accrual & Valuation: Computation of Interest Accrual as on date/ for particular period, Associated reports. Interest projections for advance tax payment to be incorporated and associated reports provided. Interest amortization on daily/monthly basis.

e) Accounting: Accounting entries and Interface for capturing the entire life cycle of the product. Maker-Checker for accounting entries.

f) Interface: Interface with NSDL/NSE for uploading BENPOS position, Interface with any other software towards capturing borrowing related transactions/outstanding balances, Accounting interface, Interface with CIF module, Interface with Flexcube, MS-Excel, BALM Software.

g) Limit Maintenance: Comprehensive and overall limit maintenance, Real Time Limit Tracking, Exception reporting for Breach of limits. List of SIDBI limits to be configured in the system.

h) Reports/MIS Reports: Deal Ticket, Deal confirmation, Post deal letters to be issued to regulatory authorities / counterparties, Interest accrued, maturity intimation to counterparties, Maturity interest/principal payments, ISIN extinguishment, Periodical movement under any asset class(Variance Analysis), Put/Call option letters, Event alerts, Balance Confirmation, Report towards top 20 investors, Counterparty limit monitoring report, Regulatory reports to be submitted to RBI/regulatory agencies, Associated reports towards items mentioned above, Settlement reports viz. RTGS/Transfer of Funds letters. Auto built up of Debt service calendar : An exclusive report; Alert system with emphasis on 1. Record Date 2. Put/Call Date, NSE reporting date for Coupon/ Redemption of USB; BENPOS upload for redemption of CP, CD, USB and payment integration; Extinguishment letters on redemption to NSDL, CDSL, NSE, RTA and CRA; Auto generation of CP/CD accretion voucher; Reports to the requirement of DT; Flexibility in Customised Report Generation

3.9.7 Mid Office Requirements:

Requirement of studying the existing systems of the Bank and to provide an integrated system which comprises of the following functionalities pertaining to Mid Office.

a. Risk Based Data Reporting to RBI

The solution should support RBI's directives and guidelines issued from time to time pertaining to Treasury & Risk Management.

b. Market Risk Analysis

All market risk features like VaR (Monte Carlo Simulation along with Back Testing), Capital Charge for Market Risk, Risk Weighted Asset, CRAR, etc. should be in-built and should meet all regulatory requirements.

c. Monitoring of Treasury Operations

Both Investments in domestic and Exposures (Investments, Borrowing, Lending & Derivates) made in Foreign Currency needs to be monitored. The system should be capable of aligning with all applicable policies of the Bank.

d. Rating Migration

The proposed application should act as the platform by integrating and cross-relating relevant rating information from various market data sources, dealing platforms and regulatory platforms for updating the external ratings of investments made in Mutual Fund, Bonds and Equity portfolio outstanding.

e. Review of Empaneled Brokers

The proposed application should provide a provision/module to update the status of empaneled brokers and review the same on period intervals.

f. Daily MIS on Treasury Investment

MIS should comprise of Reports on instrument wise outstanding, details on investment & borrowings, valuation of treasury investments, counterparty wise, instrument wise exposures, profit on sale etc. for a specific period/date.

All valuations including India specific valuations like FIMMDA, FEDAI and any other valuation as specified by regulators should be in-built. The systems should be capable of adapting to the new changes proposed by regulators from time to time basis by way of easy configuration through front end.

g. Monitoring Interbank Exposures

The proposed systems should monitor the interbank exposures based on the limits assigned for each counterparty. An interface for updating the counterparty exposures should be provided.

h. Limit Management

The proposed system should provide an interface for updating or upload the limits approved by the Bank, provide alert on breach of sanctioned limits before authorization in case hard limits are not fixed , update the closing balance at the end of the day for each limit, provide monitoring reports for a specified frequency.

i. Audit Reporting

The proposed solution should provide audit reports for the Bank's internal/concurrent/statutory/SEBI/CCIL/IDRBT/RBI audit/Inspections etc. based on the requirement of Bank, using a report designer tool / module.

3.10 Deliverable Documentations

1. Planning and project kick-off meeting and its MOM.
2. Architecture Design document and customization requirement details.
3. Installation, implementation and Configuration document / SOPs.
4. Configuration Details.
5. Solution Requirements document.

6. Demonstration of features / functionality to the respective users.
7. User Manual
8. Detailed Installation Guidelines.
9. Detailed technical manual on the topics including but not limited to the topics mentioned in the subsection 3.9 above.
10. All test plans, test cases, test input data set and test results
11. Training and Knowledge Transfer Plans
12. Detailed Hardware specifications and related hardware configuration document

Call logging and tracking facility in order to ensure smooth operability of the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution.

3.11 Responsibility of SIDBI

- 3.11.1** SIDBI or its outsourced partner from central location would be logging all calls with the vendor central help desk and coordinating for call closure for support related issues
- 3.11.2** Provide details of contact person at the location/office who would be coordinating during installation and configuration of the software.

4. Information to Bidders

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

4.1 Guideline on Submission of Bids

The Bidders are required to comply with the following CVC guidelines:

- 4.1.1 Either the Indian bidder on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously in the same tender
- 4.1.2 If bidder submits bid on behalf of the OEM, the same bidder shall not submit a bid on behalf of another OEM in the same tender

The decision of SIDBI shall be final and binding in this regard.

4.2 Earnest Money Deposit (EMD)

- 4.2.1 All the responses must be accompanied by a refundable interest free security deposit of an amount as mentioned under "EMD" head at Bidding Information.
- 4.2.2 EMD should be in the form of Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai or in the form of a Bank Guarantee (BG) from a commercial bank strictly in the format as prescribed in [Annexure-VIII](#). Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 4.2.3 In case the EMD is submitted in the form of a BG, the same should be valid till 9 months from the date of submission of bid (including invocation period of three months beyond the bid validity, as defined in 'Critical Information' section of this RfP) .
- 4.2.4 The EMD amount/ BG of all unsuccessful bidders would be refunded within 30 days upon happening of any the following events, whichever is earlier:
 - Issue of Purchase Order to the successful bidder.
 - OR
 - The end of the bid validity period, including extended period (if any),
- 4.2.5 Successful Bidder will be refunded the EMD amount/ BG along with the payment towards the renewal.
- 4.2.6 The bid security may be forfeited:
 - If a Bidder withdraws its bids during the period of bid validity.
 - If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- 4.2.7 In case of successful Bidder, if the Bidder fails to accept the order/ sign the contract within the stipulated time or fails to furnish performance guarantee.

4.2.8 No interest will be paid on EMD and it could be forfeited in case of default.

4.3 Pre-bid Meeting

- 4.3.1** The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RfP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained by the Bank after the pre-bid meeting.
- 4.3.2** It would be the responsibility of the Bidder's representatives to be present at the venue of the meeting.
- 4.3.3** Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the Critical Information sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 4.3.4** The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and CPP Portal after the pre-bid meeting. It would be responsibility of the bidder to keep on checking the websites for any update before final submission of bids.
- 4.3.5** 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.

4.4 Bid Submission Closing Date

- 4.4.1** RFP Response should be received by SIDBI not later than date and time mentioned in 'Critical Information' section above, at SIDBI Office premises.

4.5 RfP Validity Period

- 4.5.1** Prices and other terms offered by Bidders must be firm for an acceptance period of **180 days** from the last date of bid submission.
- 4.5.2** In exceptional circumstances the Bank may solicit the Bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
- 4.5.3** Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.6 Late RFP Policy

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

4.7 Receiving of RFP Response

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

4.8 Disqualification

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

4.9 Amendment to the bidding document

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

4.10 Language of Bid

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

4.11 Bid Currency

4.11.1 Bids should be quoted in **Indian Rupee** only.

4.12 Tender Form Cost

4.12.1 Non-refundable Bid Price as specified in "Critical Information" section by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring 'Small Industries Development Bank of India', payable at Mumbai must be submitted separately along with RFP response.

4.13 Modification And/ Or Withdrawal of Bids

4.13.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.

4.13.2 The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax / mail and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

4.13.3 No bid may be modified or withdrawn after the deadline for submission of bids.

4.13.4 Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

4.14 Opening of Bids by the Bank

4.14.1 On the scheduled date and time mentioned in the 'Critical Information' page above, Minimum Eligibility and Technical bids will be opened by the designated Committee of the Bank in presence of Bidders' representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a register / document evidencing their attendance.

4.14.2 If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.

4.14.3 The name of participating bidders and presence / absence of requisite EMD and Tender Form/bid cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening.

No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.

- 4.14.4** Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

4.15 Pre Contract Integrity Pact (IP) & Independent External Monitor (IEM)

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

- 4.15.2** The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-XV** on the non-judicial stamp paper of requisite value (cost of stamp paper to be borne by the bidder) applicable at the place of its first execution

- 4.15.3** The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri Nageshwar Rao Koripalli as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows :

Shri Nageshwar Rao Koripalli, IRS (Retd.)
38, The Trails, Monikonda , R.R. District, Hyderabad-500089,
Ph : +91 97889 19555,
Mail Id : knageshwarrao@gmail.com

4.16 Delivery and Support Location

Small Industries Development Bank of India
Swavalamban Bhawan
Plot No.C-11, G Block
Bandra Kurla Complex, Bandra (E)
Mumbai - 400 051

4.17 Selection process

- 4.17.1** Successful Bidder will be selected through three bids evaluation process:

- ❖ Pre-qualification/ Minimum eligibility evaluation
- ❖ Technical Evaluation
- ❖ Commercial evaluation

Please refer to Chapter 6 for Eligibility criteria & Bid evaluation methodology of RfP.

4.18 Documents to be submitted

- 4.18.1** Bidders are required to submit their responses in **THREE** separate envelopes, with contents of each as under:

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	<p>Minimum Eligibility Bid</p> <ul style="list-style-type: none"> i. Bid Covering letter as per format prescribed in Annexure-I ii. General Information about Bidder as prescribed in Annexure-II iii. Response to Minimum Eligibility Bid as per format prescribed in Annexure-III iv. DDs/Instruments towards bid price v. DDs/Instruments towards Earnest Money Deposit (EMD) OR Bank guarantee towards EMD as per format prescribed in Annexure-VIII. vi. Bank Mandate Form as per format prescribed in Annexure-XI. vii. Manufacturer's Authorization Form as per format prescribed in Annexure-XVI. viii. Pre Contract Integrity Pact as per format prescribed in Annexure-XV ix. Infrastructure Details as per Annexure – XXIV x. Declaration regarding clean track record, as per format prescribed in Annexure-IV. xi. Letter of competence as per format prescribed in Annexure-V. xii. Power of Attorney as per format prescribed in Annexure-VI. xiii. Letter of Conformity as per format prescribed in Annexure-VII. xiv. Non-disclosure Agreement as per format prescribed in Annexure-X. xv. Statement of Deviation as per format prescribed in Annexure-XII xvi. EMD/ Bid Security Form as per format prescribed in Annexure-XIII xvii. Undertaking for Central Minimum Wages Act & Labour Laws as per the 	One hardcopy and one softcopy in pendrive	<p>"Pre-Qualification / Minimum Eligibility Bid for Procurement and Implementation of INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution"</p> <p>(RFP No: 400/2022/1671/BYO/RMD)</p>

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	format prescribed in Annexure-XXII xviii. Undertaking Letter for GST Law as per the format prescribed in Annexure-XXIII		
II	<p>Technical Bid</p> <p>i. Response to Technical Bid as per format prescribed in Annexure-XVII</p> <p>ii. Features and Functionality as per format prescribed in Annexure-XVIII</p> <p>iii. Resource credential as per format prescribed in Annexure-XIV</p> <p>iv. Copy of Masked Commercial bid Annexure-IX</p>	One hardcopy and one softcopy in pendrive	<p>Technical Bid – for Procurement and Implementation of INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution”</p> <p>(RFP No: 400/2022/1671/BYO/RMD)</p>
III	<p>Commercial Bid</p> <p>i. Response to Commercial Bid as per format prescribed in Annexure-IX.</p>	Hardcopy – One	<p>“Commercial Bid for Bid for Procurement and Implementation of INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution”</p> <p>(RFP No: 400/2022/1671/BYO/RMD)</p>

4.18.2 Above mentioned three separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “ Procurement and Implementation of INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution – **RFP No: 400/2022/1671/BYO/RMD Dated : November 11, 2021.** All the individual envelopes must be super-scribed with the following information as well:

- Name of the bidder, Contact Name, Number and e-mail id.
- Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

4.19 Important

- 4.19.1** Bidders must take the following points into consideration during preparation and submission of bids.
- 4.19.2** Authorized signatory on whose behalf power of attorney is issued must sign all the pages of the response.
- 4.19.3** Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- 4.19.4** Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 4.19.5** Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 4.19.6** If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 4.19.7** Under no circumstances the Commercial Bid should be kept in pre-qualification / minimum eligibility Cover. The placement of Commercial Bid in pre-qualification / minimum eligibility cover will make bid liable for rejection.
- 4.19.8** The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. The Bank may treat such offers as not adhering to the tender guidelines and would be liable to be rejected.
- 4.19.9** The RfP is hosted on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.
- 4.19.10** The envelope(s) shall be addressed to the Bank at the address given below:
The General Manager
Treasury and Resource Management Vertical
Small Industries Development Bank of India
4th Floor , Swavalamban Bhawan
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai - 400 051
- 4.19.11** If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

5. Purchase Preference

5.1 Introduction

- 5.1.1** As per Gol guidelines, purchase preference for MSEs would be provided subject to satisfying the minimum eligibility criteria and technical specifications given in this RfP. Further, in the current tender the selected vendor has to supply the software and carry out the end-to-end implementation of the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution and integrate the same with Bank's source applications as per requirement. Implementation includes study of Bank's requirement, for installation, customization, integration, implementation etc
- 5.1.2** As the assignment requires end-to-end single point of responsibility, it will not be feasible to split the work order. Post implementation, single point of contact will also help in avoiding coordination issues, ensuring single point of responsibility of support services and smooth vendor management.
- 5.1.3** The purchase preference to MSEs will be given in totality, provided they satisfy the minimum eligibility criteria and technical specifications given in this RfP.
- 5.1.4** The above procedure is binding on the bidders and no further correspondence in this regard will be entertained.

5.2 Public Procurement Policy on Micro and Small Enterprises (MSEs)

- 5.2.1** SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.
- 5.2.2** These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- 5.2.3** Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- 5.2.4** Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a self attested certified copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

6. Eligibility Criteria and Evaluation Methodology

6.1 Eligibility Criteria

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria:

Sr. No.	Criteria	Documents to be submitted as a proof/declaration
1.	The Bidder should have been incorporated under Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 and subsequent amendments thereto.	Certificate of Incorporation / Registration certificate
2.	The Bidder must be OEM or authorized partner for the proposed solution.	Letter/ certificate from OEM, in case of authorized partner. (Proforma of Manufactures Authorisation form at Annexure XVI)
3.	The Bidder must be a reputed experienced Company operating in the field of IT Consultancy/ IT Services/ IT solution for at least 3 years in India as on the date of submission of bid. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account).	Copy of a Work order/ contract in respect of a customer and its completion certificate. (3 Years will be calculated from the date of completion of the work order).
4.	The Bidder should have a minimum turnover of at least INR 25 crores or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid.	Copies of Audited Balance Sheet for FY 19, FY 20 and FY 21. (In case the audited figures are not available, CA Certified Provisional figures for FY 2020-21 may be furnished)
5.	The bidder should have positive net worth in 2 years out of the last three years.	
6.	The Bidder should have an office in India.	Self declaration with contact details of the Bidder on Bidder's Letterhead
7.	The Bidder must have completed at least 3 projects of proposed INTEGRATED TREASURY MANAGEMENT	Copy of work order along with completion certificate for completed projects. Completion certificate issued

Sr. No.	Criteria	Documents to be submitted as a proof/declaration
	SOFTWARE (ITMS) solution implementation in an entity in BFSI** sector in India. Reference of all such experiences where the implementation activity is complete as on the last date of submission of bids, will only be considered.	by the customer must indicate the date of implementation sign-off of the solution.
9.	Bidder should not have been blacklisted by any PSU or Public/ Private Sector Bank or RBI or IBA or any other Government entity as on the last date of submission of Bid.	Self declaration regarding Clean Track Record as per format Annexure-IV enclosed.
10.	The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure-XV	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in Annexure-XV needs to be enclosed.
11.	The bidder company should not be owned or controlled by any Director, employee (or relatives) of SIDBI	Self- declaration to this effect on company's letter head signed by company's authorized signatory with Company seal.

Note :

1. The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. The criteria mentioned above is mandatory.
2. Only those who fulfill all the eligibility criteria will qualify for further evaluation.
3. Photocopies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
4. Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.
5. **Scheduled banks in public or private sector / All India FIs / NBFCs/ Insurance Cos / Regulatory bodies dealing with any financial matter in India and with minimum treasury size of Rs 2000 crore will be considered under BFSI.

6.2 Evaluation Methodology

- 6.2.1** The objective of this evaluation methodology is to facilitate the selection of a bidder for ensuring technically superior and professional services at optimal cost.
- 6.2.2** The project is based on fixed cost and the selected bidder has to deliver the services as per scope of the project.
- 6.2.3** The Bank has adopted a three bid process in which the Bidder has to submit following bids in three separate envelopes at the time of submission of bids as stipulated in this document.
- 1) Eligibility Criteria
 - 2) Technical Bid
 - 3) Commercial Bid.
- 6.2.4** 'Eligibility Criteria Bid' will be opened in front of bidders' representatives on the day of bid opening. The Bank shall first evaluate the 'Eligibility Criteria Bid' and shortlist the eligible bidders.
- 6.2.5** The bidder should satisfy all the eligibility criteria as specified in the RfP to be considered for technical evaluation at 2nd stage.
- 6.2.6** The bidder should score relative technical score (RTS) more than or equal to 80 out of 100 in the technical bid evaluation process (refer sub-section 6.5 of this RfP) to be considered for commercial evaluation at 3rd and final stage.
- 6.2.7** If number of technically qualified bids with RTS more than 80 are less than 3, Bank reserve the right to consider top three technically qualified bids subject to RTS more than or equal to 75.
- 6.2.8** 'Commercial bids' shall be opened at 3rd and final stage only for the short listed bidders out of eligibility criteria and technical bid evaluation process. Final selection of bidder will be based on lowest commercial price (L1) quoted by the short listed bidders.
- 6.2.9** The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.
- 6.2.10** During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.

6.3 Preliminary Examinations

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

- 6.3.3** Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning qualification criteria, payment terms, bid validity, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 6.3.4** If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 6.3.5** The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

6.4 Evaluation of Eligibility Criteria

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

6.5 Evaluation of Technical Bids

- 6.5.1** In The technical evaluation will cover three major areas, which would be rated on a total score of 100.
1. Features & Functionality including product demonstration– Total score of **65**
 2. Presentation including Approach and Methodology – Total score of **20**
 4. Site Visit and feedback from 3 clients# 5 marks each– Total score of **15**
- # The evaluation team would visit one site and obtain user feedback from other two clients specially on the implementation and ATS aspects in addition to features and functionalities.
- 6.5.2** The basis of scoring the overall technical bid is described in the following sub-sections. During the course of the evaluation, SIDBI may request further clarifications, presentations and product demonstrations. Three broad dimensions of technical bid evaluation are detailed below:

6.5.3 Evaluation of Features and Functionality

- i. Primarily, this evaluation would be based upon response to the detailed listing of features and functionalities specified as requirements in **Annexure-XVIII** of this RfP. These have been prepared for exclusively evaluating the products and solutions, offered by the vendors. The basis for evaluation of Features and Functionality is given in Section 6.5.7.
- ii. This evaluation would be carried out for the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution only.
- iii. The vendor will be required to demonstrate the product capabilities. During the product demonstration, SIDBI will validate the scores given by vendors. In the event SIDBI feels that the vendor scores do not correctly reflect the status of the software vis-à-vis the functionality, SIDBI reserves the right to revise the vendor scores.

6.5.4 Approach and Methodology

This evaluation will be based on the response to this RfP and will be evaluated as per the table below:

Sl. No.	Characteristics of the Proposed Solution	Weightage	Score## (To be given by Bank)	Remarks, (if any)
01	Project organization, Methodology, Processes defined for management of the project	4		
02	Understanding SIDBI's requirement, concern, vision and IT Strategy	4		
03	Risk Identification & Mitigation	2		
Total Score ::				

6.5.5 Presentation

Bank would require the vendors to present their capabilities and that of the solution proposed by them through presentations. During the presentations, Bank would be evaluating the vendor on parameters as per the table below.

During the Presentation, Bank would be evaluating the Bidder on the following:

1. Ease of Use,
2. Ease of Maintenance,
3. Ease of Configuration & Parameterisation

Sl. No.	Presentation on the characteristics of the Proposed Solution	Weightage	Score (To be given by Bank)	Remarks, (if any)
01	Bidder's understanding on project scope	5		
02	Project delivery organization and Solution architecture	5		
Total Score ::				

6.5.6 Reference Site Visit and Client's Feedback

The bidder will arrange for site visit at any one of its reference sites (to be independently undertake by SIDBI officials). Schedule for site visit will be communicated to the bidders suitably during the technical evaluation process. SIDBI team will be required to understand the customer's experience on the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution , implementation and after-sales services provided by the bidder etc. at the reference site. Team would like to discuss with the representative of the customer and feedback will be obtained on bidder's capability, customer's experience with the bidder and services extended by the bidder. Scoring will be accordingly assigned under this section.

6.5.7 Scoring for Features & Functionality Evaluation

The scoring would be as follows:

"Level" – SIDBI has classified each of the requirements as follows:

Classification	Level	Description
Critical	3	The requirement is highly significant

Important	2	The requirement is significant
Desirable	1	The requirement is "Good to Have"

Note: Features at level 3 and 2 are mandatorily to be provided in the proposed solution.

"Vendor Scores" – The vendor would be required to provide an appropriate score to each requirement listed in Annexure "Features and Functionality" as per the table.

Features & functionalities

Vendor Score	Description
5	Functionality is available as a standard feature *
4	Functionality is available as a work around
3	Functionality would be available in the next version **
2	Functionality can be customized with an effort 2 person weeks or less
1	Functionality can be customized with an effort in excess of 2 person weeks
0	Functionality not available in the proposed Solution ***

*** Clarification regarding scoring of Reports:**

(a) It is expected that most reports will require parameterisation to put them in the formats required by the Bank. If no other customisation is required then a score of '5' shall be given.

(b) If a feature / functionality required for a report is readily available e.g. 'Provide a minimum of 5 level of sub totalling', a score of '5' shall be given

(c) If a feature / functionality is not currently available e.g. "Facility to export reports to external spreadsheet applications and / or word processing software belonging to Microsoft Office Suite", then a score of '3', '2', '1' or '0' should be given as defined in the scoring scale above

** The next version should be available before / within the implementation schedule for the module to which the particular feature & functionality pertains. Vendor shall provide the probable date of version release.

*** If a feature & functionality of a "desirable" level is not available in the product/ solution offered, but can be made available as an optional/ add-on feature at an

additional cost, the vendor score for that item shall be marked as 0 and the fact that the feature is available at an extra cost should be mentioned in the Remarks column by the bidder. The prices for ALL such optional / add-on products, must be listed separately with caption as ' Point G of Annexure IX -Annexure to the commercial bid' and reference to the relevant feature numbers must be provided thereof.

Vendors are required to describe how their solution satisfies the functionality mentioned, thereby justifying their score for that functionality in the 'remarks' column corresponding to the respective functionality.

For each requirement, a Derived Score would be calculated as follows:

$$DS = L * VS$$

where DS = Derived Score,
L = Level,
VS = Vendor Score

The Total Indexed Score (TIS) of each domain of requirement would be the sum of the Scores for that domain divided by the number of items in that domain

$$TIS = \sum DS / n$$

where TIS = Total Indexed Score for each domain
 $\sum DS$ = Sum of the derived scores for that domain
n = the number of items in that domain

The Total Score (TS) for the entire Features and Functionality section would be derived by:

$$TS = \sum TIS$$

where TS = Total Score
 $\sum TIS$ = Total of Indexed Scores for all domains.

6.5.8 Scoring for overall Technical Section

The overall technical score will be arrived at in two steps:

Step1: Weighted score for each vendor covering all evaluation criteria:

Total Score for Feature and Functionality * 65 +
(Score for Approach and Methodology +
Score for Vendor Presentation and product demonstration) * 20 +
Score for Site Visits and feedback * 15

Step 2: Relative Technical Score for each vendor:

$$RTS = T / T_{high} * 100$$

Where, RTS = Relative score for Technical Proposal of each vendor

T = Technical score of the current proposal

T_{high} = Highest technical score obtained

6.5.9 Short-listing of Technical Bid

The cut-off score for short-listing of technical bids will be Relative Technical Score (RTS) = 80 in technical evaluation. Vendors who have a RTS = 80 or above in technical evaluation would be short-listed for commercial evaluation. Vendors who have a relative score of less than 80 will not be considered for commercial evaluation. If number of technically qualified bids with RTS more than 80 are less than 3, Bank reserves the right to consider top three technically qualified bids subject to RTS more than or equal to 75 .

In order to ensure that the technical submission optimally meets SIDBI's requirements. SIDBI reserves the right to normalize the offered solutions for various among the short-listed vendors having RTS of not less than 75 or 80, as the case may be. On normalization, these vendors would be asked to submit technical bids only for the normalized components and revised complete commercial bids in separate sealed envelope.

6.6 Evaluation of Commercial Bids

- 6.6.1** The commercial bids should be submitted as per [Annexure-IX](#). Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of this RFP, shall be declared as 'Non-responsive' and hence shall be rejected.
- 6.6.2** In this phase, the Commercial Bids of the Bidders, who are found eligible in previous phases, will be taken for commercial evaluation.
- 6.6.3** Bidders who do not qualify the pre-qualification evaluation and technical evaluation shall not be invited for opening of commercials. The date for opening of commercial bids will be separately advised to the short listed bidders.
- 6.6.4** Total cost of ownership (TCO) would be arrived as (cost of Hardware Components, OS with three year Warranty) + (cost of Software Components with

one year Warranty) + (Implementation Cost) + (Cost of On-site Administration and Customization) + (Cost of Training) + (ATS cost of software component each year inclusive of all taxes calculated at Net Present Value for 2nd, 3rd, 4th and 5th year) + (4th and 5th year AMC cost of hardware component each year inclusive of all taxes calculated at Net Present Value).

6.6.5 The details of calculation are as given below:

- J = cost of Hardware Components, OS with Warranty
- K = cost of Software Components with one year Warranty
- L = Implementation Cost
- M = Cost of On-site Administration and Customization
- N = Cost of Training
- O = ATS of software component for a period of four years, at Net Present Values (NPV).
- P = 4th and 5th year AMC cost of hardware component each year inclusive of all taxes calculated at Net Present Value

The NPV for the ATS/AMC component per year will be calculated as per the following formula:

$$\sum \frac{C}{(1+r)^n}$$

Where:

- 'C' is the annual ATS amount of each year.
- 'r' is discount rate for calculation purpose will be taken as 6.50%.
- 'n' is number of years, i.e. 'n' is 1 for 2nd year ATS, 2 for 3rd year ATS, 3 for 4th year ATS and 4 for 5th year ATS.

$$TCO = J + K + L + M + N + O + P$$

6.6.6 Based on the above calculations the lowest quoted price (TCO above) will be termed as L1 bid.

6.7 Arithmetic errors correction

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

6.7.1 If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.

- 6.7.2** If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- 6.7.3** If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 6.7.4** If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct
- 6.7.5** The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.
- 6.7.6** Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

6.8 No Commitment to Accept Lowest or Any Offer

- 6.8.1** The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 6.8.2** The Bank will not be obliged to me discussions with any bidder and/ or to entertain any representations in this regard.
- 6.8.3** The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.
- 6.8.4** The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify / withdraw the tender.

6.9 Award of Contract

- 6.9.1** The L1 bidder will be selected for further discussion for placing Purchase Order (PO) or Letter of Intent (LOI) and finalize contract /subject to satisfying all the terms and conditions defined in this tender document. Immediately after the receipt of PO/Lol, the selected Bidder must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.
- 6.9.2** Bidder may please note that unit rates of the cost items, mentioned in the commercial bid, must be honoured by the bidder under same terms and conditions mentioned in this tender document whenever Bank requires those

products/services in any number and in addition to what is mentioned in the scope of this tender document, during the contract period.

- 6.9.3** Initially, Purchase Order will be placed for cost of Hardware Components including OS with three year Warranty + Software Components with one year Warranty + Implementation Cost (which includes Data Migration Cost) + Cost of On-site Administration and Customization + Cost of Training.
- 6.9.4** Separate purchase order for ATS for the software components of the proposed ITMS solution will be issued from the 2nd year onwards (after warranty for one year) at the contracted rate by the Bank.
- 6.9.5** Separate purchase order for AMC for the hardware components of the proposed ITMS solution will be issued from the 4th year onwards (after warranty for three year) at the contracted rate by the Bank.
- 6.9.6** Cost of change request will be as per the man month rate for any customization/ change request, mentioned in the commercial bid of this RfP.

7. General Terms and Conditions

7.1 Definitions

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

- 7.1.1 "The Bank", "SIDBI" means Small Industries Development Bank of India (SIDBI);
- 7.1.2 "Bidder", "Vendor", "Supplier", "SI", "Service Provider" means the respondent to the RFP document and after signing the contract they refer to the party with whom SIDBI signs the contract to deliver the services under this tender document.
- 7.1.3 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
- 7.1.4 "RFP" or "Tender" or "tender" or "RfP" or 'Bid document' means the 'Request for Proposal' document.
- 7.1.5 "Bid" may be referred to as 'Offer'.
- 7.1.6 "The Contract" means the agreement entered into between the Bank, represented by its Swavalamban Bhawan, Mumbai office and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 7.1.7 "Contract Price" or "Contract Value" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 7.1.8 "Authorised Signatory" of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.
- 7.1.9 "The Solution" or "The System" or "Solution" or "System" means all the software components together with hardware being proposed by the bidder in response to this tender document for the Bank to achieve the objective by implementing the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution for integrating SWIFT messaging solution with Bank's Application Software.
- 7.1.10 "The Goods" means all of the equipment, machinery, software and/or other materials, as applicable, which the Supplier is required to supply to the Bank under the Contract;
- 7.1.11 "ATS" means Annual Technical Support of Software support which is extended by OEM for their software.
- 7.1.12 "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other services, such as installation of software, commissioning, requirement study, development, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.

- 7.1.13** “The Project Site” means Swavalamban Bhawan, Small industries Development Bank of India, C-11, G-Block Bandra Kurla Complex, Bandra (East), Mumbai 400051.

7.2 Use of Contract Documents and Information

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

7.3 Subcontracts

- 7.3.1** The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract.

7.4 Compliance to Technical & Functional Specifications

- 7.4.1** The Bidder should propose the solution complying with technical and Functional specifications given in [Annexure-XVIII](#). All the proposed software components to meet the technical specifications are expected to be of same OEM to ensure tight integration among them. In case any component is of different OEM, it should have a proven track record of integrated use with the main components of the solution being proposed.
- 7.4.2** The Bidder will be required to arrange for product demonstration during technical evaluation to showcase the respective technical or functional feature towards compliance of score mentioned by the bidder in its technical bid. In case the bidder fails to showcase the same, bidder’s score for the respective specification will be modified during technical evaluation.

7.5 Ownership with OEM for implementation of solution

- 7.5.1** Success of the software project depends on successful implementation of the solution. OEM of the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution will have the ownership and responsibility to ensure successful implementation of the selected solution. In case the bidder fails to implement the solution, it will be responsibility of the OEM of the software solution to get it implemented either by some other 3rd party authorized vendor or by itself. OEM will submit a certificate as per format given in the [Annexure-XVI](#)
- 7.5.2** Additionally, liquidated damages as applicable for delay in implementation will also be applicable on the bidder as defined in this tender and applicable

liquidated damages amount will be deducted before making final payment to the bidder.

7.6 Governing language

- 7.6.1** The purchase order/Contract shall be written in English. All correspondence and other documents pertaining to the purchase order / Contract, which are exchanged by the parties, shall be written in English.
- 7.6.2** The technical documentation involving detailed instruction for operation and maintenance, users' Manual, training material, Standard Operating Procedure (SOP) etc. are to be delivered for all components of the solution. The language of the documentation should be English.

7.7 Applicable laws

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

7.8 Compliance with all applicable laws

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ 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 there from.

7.9 Compliance in obtaining approvals/ permissions/ licenses

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ 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 there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

7.10 Performance Bank Guarantee (PBG)

A. During Contract Period

- 7.10.1** The performance guarantee is to be submitted within ONE month from the date of contract and before releasing any payment by the Bank.
- 7.10.2** Contract period will commence from the date of Final Acceptance of the solution and hence validity of Performance Bank Guarantee (PBG) is linked to the final acceptance of the solution.

- 7.10.3** The successful Vendor/Bidder will submit a Performance Bank Guarantee (PBG) initially for a period of 05 (Five) years + THREE months (claim period) for an amount equivalent to **10% of the total contract value** from a Scheduled Commercial Bank in the format specified by the Bank within 30 days from the date of Contract for indemnifying Bank against any default / failure in execution of contract, as per the format provided by Bank in **Annexure-VIII**. In the event of the Vendor failing to make and maintain a security deposit in the manner aforesaid, the vendor shall be liable for forfeiture of the EMD money with SIDBI submitted by them during submission of bid and SIDBI shall be entitled to cancel the work order.
- 7.10.4** Based on Final Acceptance of the solution, the successful Vendor/Bidder will extend the PBG, submitted in the beginning of the project, to cover performance security for 5 years contract period + THREE months (claim period) starting from the date of Final Acceptance of the solution. Payment towards Final Acceptance milestone will be made after the PBG is suitably extended as per this clause.

B. Beyond Contract Period

- 7.10.5** In case Bank decides to extend ATS of the software beyond contract period and if the successful bidder wants payment of ATS amount in advance, it shall provide Performance Security in the form of an unconditional Performance Bank Guarantee (PBG) from a scheduled commercial Bank for an amount equivalent to annual ATS value and valid for 15 months (including claim period of 3 months) from the date of start of ATS. The PBG is to be submitted annually for the ATS period.

7.11 Insurance

- 7.11.1** The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 7.11.2** The insurance shall be for an amount equal to 110% of the Cost, Insurance and Freight (CIF) value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) valid till one month from the date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.
- 7.11.3** Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier
- 7.11.4** Should any loss or damage occur, the Bidder shall
- Initiate and pursue claim till settlement, and
 - Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters. No additional payment whatsoever would be made by the Bank in this regard.

7.12 Delivery and Installation

A. Delivery

- 7.12.1** The Bidder should deliver the software and services as per finalized project plan.
- 7.12.2** Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.
- 7.12.3** Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.
- 7.12.4** Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this will be given by the Bank.
- 7.12.5** The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI.
- 7.12.6** The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services/products under the contract and be responsible for the services/products delivered. All the deliverables as per the scope of contract will become the property of the Bank.
- 7.12.7** The Bank has the sole ownership of and the right to use, all data that may be in possession of the Bidder or its representative while performing the services under the agreement that may be entered into. All documents, report, information, data etc. collected and prepared by Bidder in connection with the scope of work submitted to the bank will be property of the Bank. The Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by the bank for carrying out of any services with any third parties. Bidder shall not without the prior written consent of the bank 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.

B. Installation/Implementation

- 7.12.8** The Bidder shall install the software in the Bank provided VMware environment at DC, DR and UAT environment and integrate with existing network (LAN/WAN/SAN). All associated software components required for DC - DR both way SAN based block level replication for the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution. Bidder need to provide Hardware and Software required for the implementation of the proposed ITMS solution, which includes Server Hardware & OS, Database, Middleware, etc. Bank will ensure necessary network bandwidth for DC/DR synchronization, remaining all other components required for configuration and upkeep of DR site are required to be provided by the Bidder

- 7.12.9** All software components required for connecting the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution with the interfacing SIDBI Application(s) will be installed and configured by the bidder.
- 7.12.10** The Bidder has to explain the Bank officials the details of all the features and functionality of the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution.
- 7.12.11** After completion of acceptance test, the bidder should obtain sign-off in the format of Final Acceptance certificate as per **Annexure –XX** from the Bank official.
- 7.12.12** Installation/Implementation will be treated as incomplete in one/all of the following situations:
- Non-delivery of any hardware, software or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
 - Non-delivery of supporting documentation.
 - Delivery, but no installation of the components and/or software.
 - Improper integration, configuration and migration .
 - System operational, but unsatisfactory to the Bank.
- 7.12.13** The Bank will consider the inability of the Bidder to deliver or install or implementation the equipment/solution within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 7.12.14** The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- 7.12.15** The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in this tender document.
- 7.12.16** The proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) solution is required to be delivered, installed and maintained (including support) at the following location:
- Small Industries Development Bank of India [SIDBI]
Swavalamban Bhawan
Plot No.C-11, G Block
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051
- with data centre at
Plot No.GEN-72/1/A, TTC Industrial Area,
MIDC, Mahape, Navi Mumbai 400701

- 7.12.17** Remote support may be provided at DR site at Chennai and concerned Branches all over India, if required.
- 7.12.18** The bidder shall ensure that the Solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 7.12.19** The bidder shall deliver, deploy the software, and arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for liquidated damages levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any additional charge, expense and cost to Bank.
- 7.12.20** All tools, testing instruments, as required during all operations such as transport, installation, testing, commissioning maintenance during contract period, shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 7.12.21** The bidder shall supply along with each item all the related documents, Software Licenses and Other Items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 7.12.22** The bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All software must be supplied with their original and complete printed documentation.
- 7.12.23** The Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by it irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the Bank.
- 7.12.24** Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take.
- 7.12.25** Normally, the Order will be placed on the successful bidder as per the details given in this document. But, if there is any change in name/ address/ constitution of the bidding Firm/ Company at any time after the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account of such a change the Firm/ Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank will be final.

7.12.26 Taxes and Duties

The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.

Providing clarifications / particulars / documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the bidder at its own cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from its responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

7.13 Delivery and Documents:

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

- 7.13.1** Original copy of the delivery challan, duly signed with name, designation, date and seal of the office concerned affixed.
- 7.13.2** Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price, taxes and total amount;
- 7.13.3** The Supplier is responsible for all unpacking and installation of Products. The Supplier will ensure that all systems along with software have been commissioned as per scope for successful and continuous operation.

7.14 Change / Modification in Location of Delivery and Installation

Bank wants to install and implement the INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) solution at DC, Mumbai and DR site, Chennai. However, in case of any change of location for DC and DR at Mumbai (including Navi Mumbai and Thane) and Chennai respectively, the bidder has to provide delivery, installation, warranty and ATS services as per the contract at new locations.

– However if the hardware items are already delivered and if the modifications of locations is made after delivery, the bidder shall carry out installation and commissioning at the modified locations. The Bank in such cases shall bear the shifting charges and the bidder will arrange for shifting of the material to the alternate locations at mutually agreed price. The OEM Warranty/ATS should remain valid and applicable to the altered locations also.

7.15 Forfeiture of performance security

7.15.1 The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the

Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

- 7.15.2** In the event of non-performance of obligation or failure to meet terms of this RFP / subsequent Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

7.16 No Commitment to Accept Lowest or Any Offer

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

7.17 Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained during pre-bid meeting exercise.

7.18 Contacting the Bank

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

7.19 Taken / Brought over of Company

Subsequent to the order being placed by SIDBI, in the event of bidder or the concerned OEM 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.

7.20 No Employer – Employee Relationship

- 7.20.1** The selected bidder during the term of the contract and for a period of one year thereafter shall not without the express written consent of the Bank, directly or indirectly:
- a) Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering the services in relation to the contract; or

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

7.20.2 The selected bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents. Staff deployed by the bidder shall never be deemed to be appointed by SIDBI nor shall they be under its service conditions.

7.21 Termination of Contract

7.21.1 Prior to the delivery of the hardware and software components, the Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

7.21.2 The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- a. Failure of the successful bidder to accept the contract;
- b. Delay in delivery beyond the specified period;
- c. Delay in completing installation, implementation and acceptance beyond the specified periods;

7.21.3 In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Bank Guarantee given by the Bidder.

7.21.4 Termination for non-performance / Default

1. Bank may, without prejudice to any other remedy for breach of contract, by giving written notice of 30 days to the bidder, terminate the contract in whole or part on occurrence of any or part of the following events:
 - a) If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract;
 - b) The Selected bidder breaches its obligations under the scope document or the subsequent agreement;
 - c) Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
2. Prior to providing written notice of termination to bidder under this clause, the Bank shall provide bidder with a written notice of 60 (sixty) days' in case of clause 1(b) and 1(c) above, to cure such breach of the agreement/contract. If the breach

continues or remains unrectified after the expiry of the cure period, the Bank shall have the right to initiate action in accordance with the above clause (1).

3. The Bank will not bear any compensation for these exits as they are due to non-performance/default of service provider. The bank's decision in this regard will be final.

7.21.5 Termination for insolvency, Bankruptcy, Winding-up etc.

1. Bank may terminate the Contract by giving written notice of 30 days' to the bidder:
 - a) If the bidder becomes bankrupt or otherwise insolvent.
 - b) The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
2. In this event termination will be without any compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

7.21.6 Termination for the convenience of bank

1. Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 90 days' notice sent to the bidder, may terminate the Contract, in whole or in part, at any time during the contract period. The notice of termination shall specify the brief reason for such termination, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.
2. The Goods that are complete and ready for shipment and/or services for which renewal happened within sixty (60) days after the supplier's receipt from the date of notice of termination shall be accepted by the Bank at the contracted terms and prices. For the remaining goods being terminated, the Bank may elect:
 - a) to have any portion completed and delivered at the contracted terms and prices; and/or
 - b) to cancel the remainder and pay to the supplier an agreed amount for partially completed Goods or Services.

7.21.7 The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

7.21.8 Consequences of Termination

1. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
2. In the event that the termination of the Contract is due to the expiry of the terms of the Contract in normal course and the Contract is not further extended by BANK, the Vendor herein shall be obliged to provide all such assistance including knowledge transfer and training to the next successor Bidder or any other person as may be required and specified by the BANK, where the successor(s) is a representative/ personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term.
3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment /services procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder and accepted by the purchaser, up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser.
4. Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
5. BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the Bank guarantee under this contract.
6. The termination hereof shall not affect any accrued right or liability of either party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination

7.22 Cessation of Services

- 7.22.1** Upon termination of this Agreement pursuant to section 7.21 hereof, the bidder shall, immediately upon receipt of such notice, take all reasonably necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

7.23 Payment upon Termination

- 7.23.1** Upon termination of the contract pursuant to Clauses hereof, the Bank shall make the payment to the successful Bidder for hardware, software delivered and Services performed prior to the date of termination which could be used by the Bank.
- 7.23.2** In the event of a pre-mature termination of this Agreement by the Bank, the compensation payable to successful Bidder will be decided in accordance with the Terms of Payment Schedule and the payment to the successful Bidder will be settled within 30 days of the termination of the contract.
- 7.23.3** In the event of such termination, the successful Bidder during transit period will work to transfer all the work completed and in progress and knowledge out of the project as per the requirement of the Bank.

7.24 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 7.39 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Section 7.39 hereof, and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

7.25 Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

7.26 Corrupt and fraudulent practice

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

- 7.26.1** "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 7.26.2** "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission)

designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

- 7.26.3** “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- 7.26.4** “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 7.26.5** “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
- 7.26.6** The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 7.26.7** The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 7.26.8** Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder’s bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 7.26.9** The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of bidder.

7.27 Waiver

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

7.28 Violation of terms

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

7.29 Confidentiality

- 7.29.1** The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available in whole or in part by the Recipient to any other person. Bank 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 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 Bank or any of its customers or suppliers without the prior written consent of Bank.
- 7.29.2** This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.
- 7.29.3** The bidder shall take all necessary precautions to ensure that all confidential information shared by the Bank are treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information.
- 7.29.4** No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.
- 7.29.5** "Confidential Information" means any and all information that is or has been received by the Bidder ("Receiving Party") from the Bank ("Disclosing Party") and that:
7. relates to the Disclosing Party; and
 8. is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 9. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

- 7.29.6** Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.
- 7.29.7** "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
- 7.29.8** The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- 7.29.9** Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- 7.29.10** In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
1. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 2. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 3. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this document; and h) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- 7.29.11** The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
1. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 2. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information

relating to the Disclosing Party;

3. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any hardware or other device in its possession or under its custody and control; and
4. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

7.29.12 The restrictions in the preceding clause shall not apply to:

1. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
2. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
3. The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank

7.29.13 This RfP contains information proprietary to SIDBI. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees 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. The Bidders shall submit a non-disclosure agreement as per **Annexure-X** on non-judicial stamp paper of appropriate value at the time of submission of bids.

7.29.14 In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

7.30 Limitation of liability

Save and except the liability under Section of "IPR Infringement" and "Indemnity provision" in Clause 7.31 and Clause 7.37 respectively herein below, in no event shall

either party be liable with respect to its obligations for indirect, 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 the Service Provider, arising at any time under this Agreement shall not exceed the order value.

7.31 IPR Infringement

As part of this project, bidder / service provider will deliver different software, if the use of any such software by / for SIDBI, infringes the intellectual property rights of any third party, Service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.

7.32 Rights to Visit

- 7.32.1** 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.
- 7.32.2** 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.
- 7.32.3** 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.
- 7.32.4** The right to visit under these clauses shall be restricted to physical files related to this arrangement. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

7.33 Audit

- 7.33.1** 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 under this tender.

- 7.33.2** 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.
- 7.33.3** Audit under this clause shall be restricted to physical files related to the services being extended by the vendor under this tender. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.
- 7.33.4** The bank will also carry out annual review of the contract to ascertain the financial stability of the bidder in addition to the performance and service reliability. The bidder is required to submit the audited balance sheet and CA certificate, etc.
- 7.33.5** Service provider shall allow RBI or its authorised persons to access the Bank's document, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time as prescribed by RBI or SIDBI. In the event that these are not made accessible to RBI within prescribed reasonable time, Bank shall have the right to recover the amount payable to RBI towards supervisory fees, if any.
- 7.33.6** Service provider shall allow RBI or its authorised persons to access the Bank's document, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time as prescribed by RBI or SIDBI. In the event that these are not made accessible to RBI within prescribed reasonable time, Bank shall have the right to recover the amount payable to RBI towards supervisory fees, if any.
- 7.33.7** Grievances Redressal Mechanism
- Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RfP.

7.34 Compliance with Statutory and Regulatory Provisions

- 7.34.1** It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract. The bidder has to submit an Undertaking as per
1. **Annexure – XXII** indicating that they are complying with Minimum Wages Act (MWA).
 2. **Annexure – XXIII**, mentioning its compliance with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.
- 7.34.2** The bidder should ensure all statutory and regulatory compliance towards:

1. ESIC & EPFO – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO. Please note that these are Government bodies, compliance to which is Mandatory.
 2. Minimum Wages Act – The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of on-site resource
 3. s. The bidder should follow all payout norms as per the MWA in all the states.
 4. Any other Act/Statutory and regulatory compliances as applicable.
- 7.34.3** The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed thereunder and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the agency to ensure all labour law compliances with respect to the manpower deployed by it and shall keep the Bank indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc., arising out of the contract awarded in respect of the present tender.
- 7.34.4** The service provider shall be solely responsible for the redressal of grievances if any of its staff deployed in the Bank. The Bank shall, in no way, be responsible for settlement of such issues whatsoever.
- 7.34.5** The Bank shall not be responsible for any financial loss or any injury to any of the staff deployed by the service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 7.34.6** The Bank shall have no liability in this regard.

7.35 Right of Publicity

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.

7.36 Indemnity

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

- a. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
- b. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
- c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or

- d. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
 - e. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - f. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
 - g. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
 - h. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 7.36.2** The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
1. Notifies the Bidder in writing; and
 2. Cooperate with the bidder in the defence and settlement of the claims.
- 7.36.3** However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make consent of the Bidder, except where the Bank is required by any authority/ regulator to make a comment/ statement/ representation.
- 7.36.4** If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.
- 7.36.5** The Bidder shall not be liable for defects or non-conformance resulting from:
4. Software, hardware, interfacing not approved by Bidder; or

5. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
 6. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
 7. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.
 8. Any loss of profits, revenue, contracts, or anticipated savings.
- 7.36.6** Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

7.37 Force majeure

- 7.37.1** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.
- 7.37.2** The Successful 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 subsequent to this RFP is the result of an event of Force Majeure.
- 7.37.3** For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and /or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure
- 7.37.4** If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it

is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 7.37.5** 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 successful bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
- 7.37.6** In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

7.38 Resolution of Disputes

- 7.38.1** It will be the Bank's endeavour to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 7.38.2** In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 7.38.3** All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by the Bank and the bidder.
- 7.38.4** In case of failure to resolve the disputes and differences amicably, the matter may be referred by the Bank to a sole arbitrator, for adjudication thereof, to be appointed with mutual consultation.
- 7.38.5** If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
- 7.38.6** The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 7.38.7** 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;
- 7.38.8** The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a

court of competent jurisdiction may deem necessary or appropriate to restrain bidder/pro prospective bidder 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 in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

- 7.38.9** All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Mumbai, India and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.
- 7.38.10** Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 7.38.11** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 7.38.12** No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn Survival
- 7.38.13** Any provision of the Contract/Agreement which, either expressly or by implication, survive the termination or expiration of the Contract/Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, nondisclosure in the same manner as if the present Contract/Agreement is valid and in force and effect.
- 7.38.14** The provisions of the clauses of the Contract/Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless SIDBI notifies the Vendor of its release from those obligations.

7.39 No Set-off, counter-claim and cross claims

In case the Vendor/ Bidder has any other business relationship with SIDBI, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract/Agreement to the Vendor/ Bidder for any payments receivable under and in accordance with that business.

7.40 Data Ownership

By virtue of the Contract/Agreement, the Vendor's/ Bidder's team may have access to personal and business information of SIDBI or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. SIDBI have the sole ownership of and the right to use, all such data in perpetuity including any data or other

information pertaining to the subscriber that may be in the possession of the Vendor/Bidder or Vendor's/Bidder's team in the course of performing the Service(s) under the Contract/Agreement.

The data shall be deemed to be owned by the Bank, shall never form part of assets of the service provide and shall be bankruptcy remote. The successful bidder will have to take requisite affirmative steps to ensure data security, protection and needs to give timely notice of breach of data privacy to help mitigate damage, avoid embarrassing disclosure by a third party, allow time to address data privacy regulatory obligations and it should also timely notify receipt of legal process in connection with the data. Such bidder will have to have suitable tools to ensure removal of data from stores drives in case it is requested by the Bank and should provide confirmation and/or copies of materials removed from its systems when requested. Such bidder will have to provide back up of the data to the satisfaction of the Bank. Root cause analysis report will have to be furnished if insisted upon by the bank. The bidder will inform SIDBI of any circumstance that preclude or seriously jeopardize its capacity to effectively provide services extended to SIDBI.

7.41 Representations and Warranties

In order to induce SIDBI to enter into the Contract/Agreement, the Vendor/Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- 7.41.1** That the Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by SIDBI.
- 7.41.2** That the Vendor/ Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract/Agreement.
- 7.41.3** That the representations made by the Vendor/ Bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract/Agreement and the Bid Documents and unless SIDBI in writing specifies to the contrary, the Vendor/Bidder shall be bound by all the terms of the bid.
- 7.41.4** That the Vendor/ Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract/Agreement.
- 7.41.5** That the Vendor/Bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract/Agreement are duly maintained and

suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.

- 7.41.6** That the Vendor/ Bidder shall use such assets of SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- 7.41.7** That the Vendor/Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- 7.41.8** That all the representations and warranties as have been made by the Vendor/Bidder with respect to its bid and Contract / Agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- 7.41.9** That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
- 7.41.10** That there are – (a) no legal proceedings pending or threatened against Vendor/ Bidder or its team which adversely affect/may affect performance under this Contract/Agreement; and (b) no inquiries or investigations have been threatened, commenced or pending against the Vendor/ Bidder or its team members by any statutory or regulatory or investigative agencies.
- 7.41.11** That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract/Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract/Agreement.
- 7.41.12** That all conditions precedent under the Contract/Agreement has been complied.
- 7.41.13** That neither the execution and delivery by the Vendor/Bidder of the Contract/Agreement nor the Vendor's/ Bidder's compliance with or performance of the terms and provisions of the Contract/Agreement
- 7.41.14** (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Vendor/ Bidder
- 7.41.15** (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor/ Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or

- 7.41.16** (iii) will violate any provision of the Memorandum and Articles of Association of the Vendor/ Bidder.
- 7.41.17** That the Vendor/ Bidder certifies that all registrations, recordings, filings and notarizations of the Contract/Agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Vendor/Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract/Agreement have been made.
- 7.41.18** That the Vendor/ Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of SIDBI, which may directly or indirectly have a bearing on the Contract/Agreement or Service(s).
- 7.41.19** If a court finds any provision of this RfP invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7.42 Business Continuity

The bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank:

- 7.42.1** In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the bidder shall render all reasonable assistance and help to the Bank and to any new service provider engaged by the Bank, for smooth switch over and continuity of the services.
- 7.42.2** In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the bank at its sole discretion may make alternate arrangements for getting the services from any other source. And if the bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by the bank in availing such services from the alternative source.

7.43 Intellectual Property Rights

- 7.43.1** "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 7.43.2** For any technology/Software used /supplied by Service provider for performing Services or licensing and implementing Software and Solution for the Bank as

part of this RfP/subsequent contract, Service Provider shall have right to use as well right to supply such product(s). The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

- 7.43.3** Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any Software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RfP/subsequent contract.
- 7.43.4** Subject to clause 7.37 of this RfP/subsequent contract, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology/ Software/ Equipment or any part thereof in India or abroad, for Equipment supplied/Software licensed /developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost:
- 7.43.5** Procure for the Bank the right to continue using the Software/Equipment supplied; or
- 7.43.6** Replace or modify the Software /Equipment to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software/ Equipment which is being replaced or modified;
- 7.43.7** The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- 7.43.8** Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the

Software/Equipment by the Bank; or (iii) failure to implement an update to the licensed Software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

- 7.43.9** Service provider hereby grants the Bank a fully paid-up, irrevocable, perpetual, non-exclusive license throughout the territory of India or abroad to access, replicate and use Software licensed /developed as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

7.44 Privacy and Security Safeguards

- 7.44.1** SIDBI shall have the sole ownership of and the right to use, all data that may be in possession of the selected bidder/vendor or its representative in the course of performing the services under the agreement/contract that may be entered into. All documents, report, information, data etc. collected and prepared by the bidder in connection with the scope of work submitted to SIDBI will be property of the Bank. The bidder 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. Successful Bidder 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".
- 7.44.2** The bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any location of the Bank. The bidder shall develop procedures and implementation plans to ensure that IT assets leaving the control of the bank (removed for repair, replaced or upgraded) are cleared of all Bank's data and software. The bidder shall also ensure that all subcontractors (if permitted in contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank's location.
- 7.44.3** 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.
- 7.44.4** 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.
- 7.44.5** 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.

- 7.44.6** The right to visit under these clauses shall be restricted to all books, records and information relevant to the scope of work under this tender/ subsequent PO/ Agreement. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

7.45 Right to Alter Quantities

7.45.1 The Bank reserves the right to:

1. Alter the requirement (increase / decrease) specified in the RfP, at the time of placing the order.
2. Delete one or more items from scope of work specified in the RfP, at the time of placing the order

7.46 Conflicts of interest

7.46.1 The service provider shall disclose to the Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise during performing the obligation(s) as soon as it becomes aware of any of those conflicts

7.47 Non-Assignment

7.47.1 Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned, or delegated to any third party by Vendor without prior written consent of the Bank

7.48 No Third Party Rights

7.48.1 No provision of the RfP/ the agreement that may be entered into is intended to, or shall, confer any rights on a third party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.

7.48.2 The words viz. Vendor, Supplier, Bidder, Service Provider etc. have been interchangeably used in this RFP to identify the Bidder who is responding to RfP issued by SIDBI or the vendor who is being selected by SIDBI following the tendering process for purpose of supplying the products and/or providing services.

7.48.3 The words viz. RfP, Tender, Tender Document, etc. have been interchangeably used in this document to identify the document which is issued by SIDBI requesting the prospective bidders to submit their bids towards procurement of product and/or services by the Bank.

8. Special Terms and Conditions

8.1 Commercial Bid

- 8.1.1** Currency - The Bidder is required to quote in Indian Rupees ('INR/ ₹'). Bids in currencies other than INR may not be considered.
- 8.1.2** The Commercial Bid should be submitted in the format prescribed in the RfP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
- 8.1.3** As mentioned in Annexure – IX :: Commercial Bid, SIDBI shall have the right to utilize person-month rate quoted by the bidder, for any additional service covered under the scope of this RfP upto 5th year after starting of the project. The bidder will have to deploy resource of desired role with same credentials, as mentioned in this RfP document.
- 8.1.4** The prices quoted would include all costs such as sales tax, GST, VAT, custom duties, transportation, installation, service tax, Education cess, Octroi etc., that need to be incurred. No additional cost whatsoever would be paid.
- 8.1.5** While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.
- 8.1.6** The prices quoted in the Commercial Bid shall be valid for the entire period of the bid validity as specified in the critical information section.

8.2 Clarification of Bids

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

8.3 Commencement of Project & Total Duration

The Bidder shall commence the Services from the mutually agreed earliest kick-off date but not later than 15 days from the date of issue of Purchase order by SIDBI, unless otherwise agreed by the Parties.

Project implementation has to be completed by the selected vendor within 6 months from the kick-off date.

8.4 Terms of Payment

8.4.1 The successful Bidder/Vendor has to submit the Performance Bank Guarantee (PBG) mentioned in section **Annexure-VIII** before release of payment by the Bank towards the first milestone. It may please be noted that submission of PBG is the prerequisite before SIDBI starts releasing payment to the bidder under this contract:

8.4.2 Payment for Software and its Implementation

a) Payments will be made in a phased manner as indicated below :

Payment Milestones	Payment in %ge of Respective Cost Component		
	Hardware Cost	Software Cost (including 1 year warranty)	Implementation Services Cost
	Submission of Performance Bank Guarantee (PBG) is the prerequisite before making any payment		
Sign-off of System Requirements specification (SRS) and delivery of all required licenses		20	--
Delivery of hardware and OS installation	70	-	-
Implementation of the solution at Development / UAT environment including customization, Training and UAT Sign-off	20	30	50
Successful roll-out of the solution at DC & DR (as applicable), and Final acceptance ^{&&} of the solution	10	50	50

&& Payment towards Final Acceptance milestone will be made after the validity of PBG is ensured to cover performance security for 5 years contract period + THREE months (claim period) starting from the date of Final Acceptance of the solution.

- **Payment for ATS (Annual Technical Support) cost / AMC (Annual Maintenance Contract) cost**

- a) Payment of ATS cost for the software components/licenses for 2nd ,3rd , 4th ,5th years of contract period and AMC cost for the hardware components(including OS licenses) for 4th and 5th years of contract period will be made in advance annually in the beginning of the respective year.

- b) In case Bank decides to avail ATS/AMC services, payment of ATS/AMC cost for software/hardware will be made in advance annually in the beginning of the respective year provided the bidder submits the PBG. Alternately, payment of ATS cost will be made at the end of the service period.

- **Payment for hired resource (on-site Administrator-cum-Developer)**

- a) Payment will be made quarterly at the end of service period and in the beginning of the subsequent quarter based on invoice raised.

- b) Payment will be made proportionately on actual number of person-months utilized.

- **Payment for Training**

- a) Cost of training will be paid at the unit commercial rate of respective training and based on actual number of trainings conducted.

- b) This payment will be made separately after completion of respective training, submission of training material and submission of invoice. Payment can be claimed by the bidders in phases along with other payments for the completed trainings.

8.4.3 All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Hence, Bidder to submit Bank Mandate Form (as per [Annexure–XI](#)) along with cancelled cheque in original with technical bid.

8.4.4 The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.

8.4.5 TDS, if any, will be deducted while releasing the payment.

8.4.6 All Payments will be made to the Bidder in Indian Rupee only.

8.4.7 The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

8.4.8 All payments will be released within 30 days subject to submission of invoices along with supporting documents / reports /certificates towards completion of respective activities / milestones.

8.5 Go – live

8.5.1 The solution will be considered to be Go–Live after all the required components of the solution are deployed, tested as per UAT plan, system is smoothly running post-UAT, as per the expectation of the Bank.

8.6 Acceptance Criteria

8.6.1 Acceptance of the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) solution will be done as follows :

Acceptance Type	Acceptance criteria
Final Acceptance	<ul style="list-style-type: none"> a) Delivery of Software licenses in line with the contract b) Implementation Services including Integration with source systems c) Customization of the solution and development of reports as per requirement d) The Bank will carry-out the UAT of the solution as per scope. The vendor will be required to fix / deliver as per UAT observations for retesting / verification by the Bank. e) After completion of end-to-end UAT of the solution as per scope, the Bank will confirm for UAT completion in writing. f) After completion of UAT, the vendor will be required to create production setup for go-live. g) All trainings are to be completed, training material and all other documentations to be delivered as per scope. h) Solution is smoothly running for 1 month and generating correct reports/outputs post Go-live.

8.6.2 Bank will issue letter for Final acceptance subject to meeting the acceptance criteria as mentioned above. The date of letter will be accordingly treated as 'Date of Final Acceptance'.

8.7 Warranty and Annual Technical Support (ATS) - Scope

8.7.1 The Bidder shall consider and envisage all services that will be required for the maintenance of the system. During warranty and ATS period, the vendor will ensure smooth functioning of the solution.

8.7.2 Warranty and ATS will cover software support for all components of the software products supplied under this tender. All upgrades, updates, patches, new version

releases will be provided during ATS period free of cost and will also be applied and implemented by the vendor, if the Bank desires.

- 8.7.3** The Bidder shall apply regular patches, releases to all the software/hardware used in project for which the Bank will bear no additional costs. The Bidder agrees that the functioning of the solution of the Bank will not be affected adversely as a result of any new releases, enhancements, patches, etc.
- 8.7.4** Modifications, bug fixation, resolving performance issues for all software products, supplied under this tender, shall be carried out by the bidder during warranty and ATS period without any extra cost. These services will include customization, configuration, implementation and development of workflow carried out by the bidder under the scope of this tender.
- 8.7.5** Warranty and ATS services would include support services for all software components like Operating System (OS), Application Server, Web Server, System Software, 3rd party tools, Database/ Application Software and tuning to enhance the performance of the overall system, wherever applicable.
- 8.7.6** Warranty and ATS services would include troubleshooting, performance tuning, applications of patches, bug fixing, improvements in presentation and /or functionality, resolving issues for audit/regulatory compliance and others.
- 8.7.7** Services Service would include software documentation management reflecting changes/upgrades in features and functionality of the solution.

8.8 Warranty and Annual Technical Support (ATS) – Terms & Conditions

- 8.8.1** Warranty of the solution will start from the date of Final acceptance of the solution and remain valid for one year. Annual Technical Support (ATS) services for software will start after completion of warranty period and same will be extended by the bidder, if desired by the Bank. The vendor shall be responsible to renew the AMC/ ATS of all products with respective OEM and synchronize with the warranty period and also with the renewal of AMC/ ATS with the vendor after warranty period. The vendor shall submit proof of renewal of ATS with respective OEMs to SIDBI.
- 8.8.2** Bidder will extend hand holding Support during Warranty and ATS period.
- 8.8.3** All the licensed software components being proposed by the bidder for the solution must be mentioned specifically and should have back-to-back technical support arrangement throughout the contract period.
- 8.8.4** The bidder will warrant all the software components against defects arising out of faulty design, solution architecture issues, bugs, inefficient coding, integration issues etc. of the software. The bidder will provide support for all software components including dependencies on operating system during the warranty period.
- 8.8.5** The warranty and ATS should cover all components including updates, upgrades of software, maintenance or support for its proper operation, performance and

output as specified in the tender technical specifications for a period of 5 years from the date of final acceptance by the Bank at no extra cost to Bank.

- 8.8.6** The bidder should provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.
- 8.8.7** Warranty and ATS arrangement should be back to back with respective OEM for all the software components towards maintenance, providing support services, updates, upgrades.
- 8.8.8** The bidder has to agree to maintain the software products, components & all hardware products and components of implemented solution during the period of warranty and ATS/AMC.
- 8.8.9** Warranty for all hardware and software components will start from the date of final acceptance by the Bank.
- 8.8.10 Termination of Warranty / ATS contract [if contracted]:** Bank will terminate the ATS contract on occurrence of the following:
- a) Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof.
 - b) Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment.
 - c) Bidder's failure to meet the performance requirement specified herein.
- 8.8.11** During the Warranty and ATS period, the Bidder will have to undertake system maintenance.
- 8.8.12** The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty and ATS period. Upon receipt of such notice the Bidder shall repair / fix without any cost to the Bank.
- 8.8.13** Any corruption in the software shall be rectified during the period of the contract including warranty/ATS, if contracted, at no extra cost to the Bank.
- 8.8.14** The Bidder will periodically update bank on new features as and when released by the OEM through technical sessions, trainings etc. during contract period.
- 8.8.15** The Bidder should keep the Bank informed about the end of support dates on related products / hardware well in time and should ensure a support during warranty and ATS/AMC period.

8.9 Additional Development and Customization

- 8.9.1** Bank intends to subsequently take up customization, development of additional workflows, integration of the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution with other legacy applications which are beyond the scope of this tender document. Accordingly, commercial rate of one Administrator-cum-Developer is being obtained in this tender for availing services during first year after implementation of the solution. This resource will also be used for on-site administration of the solution. The bank would also require on-site services of a support engineer for upkeep and coordination after sign off for a period of one year with an option to continue thereafter.
- 8.9.2** The vendor will make services of one administrator-cum-developer (having Bachelor's qualification and at least 3 yrs of relevant experience) available on-site for one year (5 days X 8 hrs) at SIDBI after final acceptance of the solution for administration of the solution, development of additional workflow solutions, integration with legacy applications, customization, coordination with other stakeholders as per requirement of the Bank. The vendor shall also make available services of an on-site support engineer after final acceptance of the solution for upkeep and coordination with other stakeholders as per requirement of the Bank. The on-site resources shall be eligible for 1 day leave per month. In case of absence of more than allowed leaves, LD shall be applied @ 1.5X per diem rate considered at the time of contract.
- 8.9.3** In case of requirement of the Bank, the vendor will continue to extend above services of on-site administrator-cum-developer / service engineer in 2nd, 3rd and 4th year also after warranty period at the same commercial rate applicable during first year.
- 8.9.4** The Bank reserves the right to hire additional resource of similar profile anytime during the contract period at the same commercial rate and the vendor will be required to arrange for the same in case of requirement of the Bank.
- 8.9.5** Payment will be made proportionately on actual number of person-months utilized.

8.10 Change Requests

- 8.10.1** After implementation and acceptance of the INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) solution by the Bank, all subsequent new requirements would be treated as a Change Request.
- 8.10.2** In case of any change / customization in the current functionality of the software is required by the bank, a change request shall be put-up to the vendor for estimation of time taken per man-days and accordingly after approval / mutually agreed by the bank, the change request shall be taken up by the vendor and relevant software patch to be released. that a person-month shall comprise of 26 person days for calculation of cost of less than one person-month.

8.10.3 The terms and condition of warranty and ATS would remain the same for the changes in the software done as per the change request.

8.11 Liquidated damages for Default in Delivery, Implementation Services & ATS/AMC

8.11.1 If the vendor fails to deliver the Software items within stipulated period in line with the finalized project plan and If the vendor fails to complete implementation and rollout of proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution within the stipulated period in line with the finalized project plan, Bank will impose a liquidated damages of 0.40% of the order value of the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the order value.

8.11.2 However, no liquidated damages will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Bank.

8.11.3 In case the delay exceeds TEN weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.

8.11.4 If orders are cancelled due to non delivery, the vendor may be debarred by Bank for participating in any future tenders floated by Bank for a period of 3 years.

8.11.5 Service Level Agreement (SLA)

Bank expects that the Bidder shall be bound by the Service Levels described in this document for entire contract period. SLA Parameters will be applicable for each appliance independently irrespective of High Availability and Liquidated damages will be calculated, applied and recovered appliance wise.

The Bidder need to execute a Service Level Agreement / Contract with the Bank covering all terms and conditions of this tender. Service Levels will include Delivery, Implementation, Availability measurements and Performance measurements.

Bank requires the Bidder to provide reports for all availability and performance parameters a log of all issues that have been raised and Closed / Pending Closure by the Bidder. The frequency of these reports would be Monthly, Quarterly and Yearly as mutually agreed.

However, all Availability and Performance measurements will be on a monthly basis for the purpose of Service Level reporting.

Bidder need to strictly adhere to Service Level Agreement (SLA). Services delivered by bidder should comply with the SLA mentioned below. The Bank shall without prejudice to its other rights and remedies under and in accordance with the terms of the RFP levy liquidated damages service penalties with applicable taxes including Goods and Services Taxes from payments due to the Bidder. SLA will be reviewed on a monthly/quarterly basis. Violation of SLA will attract penalties on the Bidder

Time is the essence of the contract and the bank expects the Bidder to complete the project as per the project timelines specified in the RFP. Bidder will be penalized as mentioned in RFP if the Bidder fails

- a. to deliver any or all software (database, middleware, third party tools etc.); or
- b. to commence services within the time specified as per the terms of the RFP; or
- c. to perform the services and extend the support that meets the requirements as stipulated in the RFP within the time specified in the RFP; or
- d. to maintain the uptime of the solution/component of the solution;

Inability of the Bidder either to provide the requirements as per scope or to meet the project timelines as specified would attract liquidated damages.

8.11.6 Terminologies Used:

The “Scheduled Business Operation Hours” for a given time frame are calculated after deducting the planned downtime from “Business Operation Hours”. The Business Operation Hours will be taken as 9 AM to 7 PM on any calendar day the Bank’s Treasury is operational, for the purpose of meeting the Service Level requirements i.e. availability and performance measurements both.

“Business Downtime” is the actual duration for which the system was not able to service Bank or the Clients of Bank, due to System or Infrastructure failure as defined by Bank and agreed by the Bidder.

8.11.7 Availability Measurements

Type of Infrastructure	Measurement	Minimum Service Level (Monthly)	Liquidated Damages Cost Allocation (Monthly)
ITMS Solution	Availability of ITMS solution in DC and DRC	99.95%	0.5% or equivalent deduction of applicable base amount for every 0.1% deviation or part thereof from monthly service level Base amount would be cost of ATS of all the items/services for one month However, if uptime is less than 99%, the Bank shall have the right to terminate the contract. If ITMS solution is not available due to reason attributable to

			infrastructure provided by the Bank then penalty is not applicable
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In case ITMS application as a whole is available, however, any module /functionality / feature is not available during live operations due to any Functional issues of the ITMS Solution, the Bank will classify these types of errors into two categories:

Level	Function / Technology	Resolution Time	Liquidated Damages
Severity 1	a) Any problem due to which any module / functionality/feature of ITMS Solution are not functional / need to be shut down due to inability to perform the defined functions on the solution or does not perform according to the defined performance parameters required as per the RFP or; Showstoppers involving major functional failure in the application. There are no usable workarounds available to address the same.	One (1) Hour	0.5% or equivalent deduction of applicable base amount for delay of every 2 hours or part thereof from monthly service level Base amount would be cost of ATS of all the items/services for one month.
Severity 2	a) Any incident which is classified as "Severity 1" for which an acceptable workaround has been provided by the Bidder or; b) Moderate functional restrictions in the solution irrespective of the cause. Has a convenient and readily available workaround.	Four (4) Hour	0.5% or equivalent deduction of applicable base amount for delay of every 4 hours or part thereof from monthly service level Base amount would be cost of ATS of all the items/services for one month

Liquidated Damages is not applicable for reasons attributable to the Bank (e.g. power outages, network connectivity disruptions, etc.), Force Majeure causes and preplanned Preventive Maintenance activities. However, the onus of proof lies with the Bidder.

It may be mentioned in a clause that the LD specified in 8.11.1 and 8.11.7 are mutually exclusive.

The Liquidated Damages shall be applied for each location (DC / DR) separately.

8.11.8 Uptime for Hardware Components

The bidder shall guarantee an uptime of 99% for DC and DR Site for the hardware components including OS during warranty and also during AMC, if contracted, which shall be calculated on monthly basis. If the bidder fails to maintain guaranteed uptime of 99%, the Bank shall impose penalty. Details of performance and penalty calculation for the hardware and OS components is given below:

Uptime, performance and penalty calculation for the Hardware components and OS

Sl. No.	Information to the Bidder
1	<p>Uptime for Hardware Equipments & OS</p> <ul style="list-style-type: none"> i. The bidder shall guarantee an uptime of 99% for the equipment, during warranty and also during AMC, if contracted, which shall be calculated on monthly basis. ii. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration/resolution within the contracted hours. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the server(s). "Restoration" is the condition when the selected bidder demonstrates that the equipment is in working order and the Bank acknowledges the same. iii. The Downtime calculated shall not include any: <ul style="list-style-type: none"> a. Failure due to bank (Power, Network etc.) b. Preventive maintenance activity c. Force Majeure d. Any other mutually agreed pre-planned activity. <ul style="list-style-type: none"> i. However bidder shall inform the Bank minimum 7 days in advance before doing preventive maintenance or pre-planned activity. iv. The percentage uptime is calculated on monthly basis (24 hours a day). v. The performance would be measured as under on monthly basis:

	<p style="text-align: center;"> $\text{Performance (\%)} = \frac{[\text{Total contracted minutes in a month} - \text{Downtime}]}{\text{Minutes within contracted minutes in a month}} \times 100$ </p> <p style="text-align: center;">Shortfall in performance = 99% - Performance (%)</p> <p>vi. If the bidder fails to maintain guaranteed uptime of 99%, the Bank shall impose penalty.</p> <p>vii. Call to Response: Vendor's hardware engineer will report at SIDBI offices within 'TWO HOURS' of reporting of breakdown through telephone/ email or portal to the vendor's centralized helpdesk as per call logging and escalation matrix. Bidder may leverage existing ticketing tool being used by the bank.</p> <p>viii. Call to Resolution (CTR): Vendor shall resolve the issue within the duration of 6 (SIX) hours of its reporting.</p>
2	<p>Liquidity damages for Default Delivery</p> <p>i. If the vendor fails to deliver the items within stipulated period, Bank will impose a penalty of 0.5% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 5% of value of the late delivered items.</p> <p>ii. In case the delay exceeds FIVE weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.</p> <p>iii. If orders are cancelled due to non delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank for a period of 3 years.</p>
3	<p>Liquidity damages for Delay in Installation</p> <p>i. If the vendor fails to install the items within six to eight weeks from date of delivery, Bank will impose a penalty of 0.5% of the order value for the late installed item for each week's delay or part thereof, subject to maximum of 5% of value of the late installed items.</p> <p>ii. However, no penalty will be imposed for the durations leading to delays in installation of hardware / software due to reasons solely attributable to the Bank.</p> <p>iii. The vendor will be required to inform the banks well in advance the installation schedule / plan to enable the Bank to make the site ready and obtaining downtime etc.</p>
4	<p>Liquidity damages for shortfall in Performance Compliance Level</p> <p>i. If the bidder fails to maintain guaranteed uptime of 99% per month for all the ordered locations, during Warranty and AMC the Bank shall impose</p>

penalty.

ii. Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

a) Penalty for shortfall in Performance Compliance Level: Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Shortfall in Performance	Penalty (% of the contract value of the equipment)
<= 1%	1
>1% and <= 3%	3
>3% and <= 5%	5
>5% and <=6%	6
>6% and <=8%	8
>8%	10

- b) The above penalty shall be applied for each of the equipment separately.
- c) The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or vendor will be advised to pay the same.
- d) However, no penalty will be imposed for the reasons solely attributable to the Bank, in such cases the bidder has to submit the proof.

9. Annexure(s)**9.1 Annexure – I :: Bid Forwarding Letter****Bid Forwarding Letter****(To be submitted on Bidder's letter head)****[To be included in Minimum Eligibility Bid Envelope]**

Date:

The General Manager (TRMV)
Small Industries Development Bank of India
4th Floor, Swavalamban Bhawan
Plot No. C-11, G Block, Bandra Kurla Complex,
Bandra (East),
Mumbai - 400 051

Dear Sir,

RFP for Procurement and Implementation of INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution

We, the undersigned, offer to submit our bid in response and accordance with your **RfP No: ----- Dated -----**.

We, the undersigned bidders, having read and examined the aforesaid RfP document and subsequent pre-bid clarifications issued by the Bank in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. We propose **<Name of the Solution>** as per the requirement of RfP for Implementation of proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution.
2. **Bid Price:** We have enclosed a Demand Draft / banker's cheque of the sum of **Rs.5000/-** (Rupees Five Thousand only) towards non-refundable bid price.
3. **Earnest Money Deposit (EMD):** We have enclosed a Demand Draft / banker's cheque / Bank Guarantee (BG) of the sum of **Rs.3,50,000/-** (Rupees Three Lakh Fifty Thousand only) towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
4. Eligibility criteria bid, Technical bid and Commercial bid **inside separate envelopes**, in prescribed formats.

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

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till **180 days** from the date of last day of submission of offer (Bid). If our offer is accepted, we undertake to provide Service support for the software supplied as per the above referred RfP, during contract period, if contracted.

The Warranty and ATS for all software components would be back to back from OEM and would start from date of final acceptance as mentioned in the above RfP. The price quoted by us for software includes back to back OEM warranty for contract period. We also undertake to maintain the software products & all components of implemented solution for at least 3 years after the contract period.

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

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

We have also noted that SIDBI reserves the right to consider / reject any or all bids without assigning any reason thereof. We understand that you are not bound to accept the lowest or any Bid you may receive.

We remain,

Yours sincerely,

Date : Name & Signature of Authorized Signatory

.....

Place : Designation :.....
 Phone & E-mail:.....
 Name of the Organization :
 Seal

9.2 Annexure – II :: General Information about Bidder

General Information About Bidder

(RfP No: ----- Dated -----)

[To be included in Minimum Eligibility Bid Envelope]

S.N.	Information about the Bidder	Bidder's response	Attachment Tag
1	Name of the bidder company		
2	Year of establishment		
3	Type of Company [Government/ PSU/Pub. Ltd / Pvt. Ltd / partnership / proprietary]		
4	Registration No. and date of registration.		
5	Copy of Registration Certificate to be enclosed (Yes / No)		
6	Address of Registered Office with contact numbers		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
7	Address of Local Office at Mumbai with contact numbers <i>[phone /fax/mail]</i>		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
8	MSME Status (Tick appropriate)		
a	Company does not qualify the status of MSE.		

S.N.	Information about the Bidder	Bidder's response	Attachment Tag
b	Company does qualify the MSE status.		
c	SC/ST		
d	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No)		
9	PAN No.		
	Copy of PAN enclosed (Yes/No)		
10	Sales Tax / VAT / Service tax registration Number		
	Copy of Sales Tax / VAT / Service Tax certificate enclosed. (Yes / No)		
11	ISO 9000:2008 Certified (Yes/No) & Validity Date		
	Copy of Registration Certificate to be enclosed (Yes / No)		
12	Details of all OEMs or Authorized Partners of OEM, whose products are being proposed		
	MAF from OEM as per format given in Annexure-XVI enclosed. (Yes /No)		
13	Financials		
	Parameter	FY	Amount in lakh
a	Annual Turnover (Gross Income excluding other Income)	2018 – 2019	
		2019 – 2020	
		2020 – 2021	
b	Cash Profit	2018 – 2019	
		2019 – 2020	
		2020 – 2021	
c	Net worth	2018 – 2019	
		2019 – 2020	

S.N.	Information about the Bidder	Bidder's response	Attachment Tag
	2020 – 2021		
	** In case the audited figures are not available, CA Certified Provisional figures for FY 2020-21 may be furnished		
d	CA certificate submitted. (Yes / No)		
14	Contact Details of Bidder's authorized representative to make commitments to SIDBI. Power of attorney as per format given in Annexure – VI to be submitted.		
a	Name		
b	Designation		
c	Office address		
d	Land Line No.		
e	Mobile No.		
f	Fax No.		
g	Mail Id		
15	Bidder should not have been blacklisted by any PSU or Public Sector Bank or RBI or IBA or any other Government entity as on the last date of submission of Bid.		
	Self declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-IV to be submitted.		
16	EMD Details		
a	DD / Pay Order / Bank Guarantee		
b	Number		
c	Date of Issue		
d	Issuing Bank		
e	Amount (Rs.)		
17	Tender Form Cost Details		

S.N.	Information about the Bidder	Bidder's response	Attachment Tag
a	DD / Pay Order		
b	Number		
c	Date of Issue		
d	Issuing Bank		
e	Amount (Rs.)		

Date
Place

Signature of Authorized Signatory ...
Name of the Authorized Signatory ...
Designation ...
Phone & E-mail:
Name of the Organization ...
Seal ...

Note

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

9.3 Annexure – III :: Minimum Eligibility Bid

Minimum Eligibility Bid

(RfP No: 400/2019/1364/BYO/TRMV Dated Jul 17, 2018)

**RFP for Procurement and Implementation of INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS)
for Integration of SWIFT messaging system with Bank’s Application Software**

[To be included in Minimum Eligibility Bid Envelope]

Sr. No.	Criteria	Documents to be submitted as a proof/declaration	Compliance (YES/ NO)	Attachment Tag
1.	The Bidder should have been incorporated under Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 and subsequent amendments thereto.	Certificate of Incorporation / Registration certificate		
2.	The Bidder must be OEM or authorized partner for the proposed solution.	Letter/ certificate from OEM, in case of authorized partner. Proforma as per format in annexure XVI		
3.	The Bidder must be a reputed experienced Company operating in the field of IT Consultancy/ IT Services/ IT solution for at least 3 years in India as on the date of submission of bid. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account).	Copy of a Work order/ contract in respect of a customer and its completion certificate. (3 Years will be calculated from the date of completion of the work order).		
4.	The Bidder should have a	Copies of Audited Balance		

Sr. No.	Criteria	Documents to be submitted as a proof/declaration	Compliance (YES/ NO)	Attachment Tag
	minimum turnover of at least INR 25 crores or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid.	Sheet for FY 18, FY 19 and FY 20. (In case the audited figures are not available, CA Certified Provisional figures for FY 2019-20 may be furnished)		
5.	The bidder should have positive net worth in 2 years out of the last three years.			
6.	The Bidder should have an office in India.	Self declaration with contact details of the Bidder on Bidder's Letterhead		
7.	The Bidder must have completed at least three project of proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) solution implementation in an entity in BFSI** sector in India. Reference of all such experiences where the implementation activity is complete as on the last date of submission of bids, will only be considered.	Copy of work order along with completion certificate for completed projects. Completion certificate issued by the customer must indicate the date of implementation sign-off of the solution.		
9.	Bidder should not have been blacklisted by any PSU or Public/ Private Sector Bank or RBI or IBA or any other Government entity as on the last date of submission of Bid.	Self declaration regarding Clean Track Record as per format Annexure-IV enclosed.		
10.	The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure-XV	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in Annexure-XV needs to be enclosed.		
11.	The bidder company should	Self- declaration to this effect		
RfP No. 400/2022/1671/BYO/RMD		Issued on: November 11, 2021	Page : 107 of 218	

Sr. No.	Criteria	Documents to be submitted as a proof/declaration	Compliance (YES/ NO)	Attachment Tag
	not be owned or controlled by any Director, employee (or relatives) of SIDBI	on company's letter head signed by company's authorized signatory with Company seal.		

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

- The bidder has to submit documentary evidence for all the above points along with **Annexure - III : Minimum Eligibility Bid.**
- A summary of experience mentioned by the bidder for the point #7 above, must be enclosed with the Eligibility Bid, giving the following details:
 - Name of the Client. , Number of branches.
 - Scope of the Project.
 - Project Deliverables.
 - Details of the software licenses delivered.
 - Details of integration with other legacy solutions of the customer.
 - Date of award of Contract.
 - Date of commencement of the Project.
 - Date of successful commissioning/final sign-off of the Project by customer.
 - Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc.

(Above details are MANDATORY and are to be included by the bidder in the Eligibility Bid. Without the above details, the Bid is liable to be rejected.)

This reference (point # 6 above) of project experience submitted by the bidder may be referred /contacted by SIDBI team for validation.

- The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. The criteria mentioned above is mandatory.

- Only those who fulfill all the eligibility criteria will qualify for further evaluation.
- Photocopies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
- Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

** Scheduled banks in public or private sector / All India FIs / NBFCs/ Insurance Cos / Regulatory bodies dealing with any financial matter in India and with minimum treasury size of Rs 2000 crore will be considered under BFSI.

9.4 Annexure – IV :: Declaration Regarding Clean Track Record

Declaration Regarding Clean Track Record

(To be submitted on Bidder's company letter head)

[To be included in Minimum Eligibility Bid Envelope]

Date:

The General Manager (TRMV)
Small Industries Development Bank of India,
4th Floor, Swavalamban Bhawan,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai – 400 051

Dear Sir,

Declaration Regarding Clean Track Record

I have carefully gone through the Terms & Conditions contained in the Rfp for **Implementation of proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution (RfP No: ----- Dated -----)** We hereby declare that our company has not been debarred/ black listed by any PSU, Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India as on the date of bid submission. I further certify that I am competent authority in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We also declare that we are not engaged by SIDBI for providing services like system integration or supplying of software / hardware. We are also not OEM of any related product.

Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

9.5 Annexure – V :: Letter of Competence

(To be executed on a non judicial stamp paper of requisite value)

Letter of Competence

(RfP No: ----- Dated -----)

[To be included in Minimum Eligibility Bid Envelope]

This is to certify that we *[Insert name of Bidder]*, address.....are fully competent to undertake and successfully deliver and implement proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution as per scope mentioned in the above RfP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfP.

We certify that the quality and number of resources to be deployed by us for the delivery and implementation of proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) solution will be adequate to deliver the services professionally and competently within the prescribed time frame.

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

Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Signature of _____

Attested

9.7 Annexure – VII :: Letter of Conformity

(To be submitted on Bidder's company letter head)

Letter of Conformity

[To be included in Minimum Eligibility Bid Envelope]

Date:

The General Manager (TRMV)
Small Industries Development Bank of India,
4th Floor, Swavalamban Bhawan,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai – 400 051

Dear Sir,

Implementation of proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS)

(RfP No: Dated)

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

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

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

Thanking you,

Yours sincerely,

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

9.8 Annexure – VIII :: Bank Guarantee

Implementation of proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS)**RfP No:****Dated***(To be executed on a non judicial stamp paper of requisite value)***[To be included in Minimum Eligibility Bid Envelope]****BANK GUARANTEE**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400 051 (hereinafter called the SIDBI) having agreed to award a contract to M/s. ' Service Provider Name' having its office at ' Service Provider's Office Address', (hereinafter called "the Service Provider") for "**Implementation of proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS)**" on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, interalia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. ` . _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.

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

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

In witness where of we have set and subscribed our hand and seal this day of2021.

SIGNED, SEALED AND DELIVERED.

BY

AT

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

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....

9.9 Annexure – IX :: Commercial Bid

The Bidder is expected to quote the costs for all items required for fully complying with the requirements of the RfP in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully implement and maintain the solution for the period of the contract.

Commercial Bid - cum- Price Break-up Format

RfP No:

Dated

[To be included in Commercial Bid Envelope]

MASKED copy of the same to be included in Technical Bid Envelope

Bidder is required to furnish the commercial details in following formats. Cost is to be mentioned in INR. Rows may be added in the following tables based on requirement.

A. Software Components (Inclusive of 1 Year warranty) :-

Sl. No.	Name of Software Component	License Type (Named-user /Concurrent)	Qty	Unit Cost (with 1 yr warranty)	Taxes on Unit Cost	Total Cost (with 1 yr warranty)	Remarks, if any
1							
2							
3							
....							
Total (Inclusive of 1 year warranty)							

Note: Bidder must mention separate line items for each software components for the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) solution for Integration of SWIFT Messaging System with Bank’s Application Software.

B. Software Components (ATS Cost for 2nd and 3rd Year) :-

Sl. No.	Name of Software Component	License Type (Core/Named-user /Concurrent)	Qty	ATS Cost for 2 nd Year			ATS Cost for 3 rd Year			Remarks, if any
				Unit Cost	Taxes on Unit Cost	Total Cost	Unit Cost	Taxes on Unit Cost	Total Cost	

1										
2										
3										
....										
Total (ATS)				---			---			

C. Software Components (ATS Cost for 4th and 5th Year) :-

Sl. No.	Name of Software Component	License Type (Core/Named-user /Concurrent)	Qty	ATS Cost for 4 th Year			ATS Cost for 5 th Year			Remarks, if any
				Unit Cost	Taxes on Unit Cost	Total Cost	Unit Cost	Taxes on Unit Cost	Total Cost	
1										
2										
3										
....										
Total (ATS)				---			---			

Note :

- Bidder must mention separate line items for all the software components individually of the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) solution.
- Bidder shall quote software cost with 1st year warranty.
- ATS cost upto 5th year for all the software components will be taken into account for commercial evaluation by using NPV calculation method. However, payment of ATS cost for 2nd, 3rd, 4th and 5th years will be made in the beginning of the respective year.
- The lower of %ge rate applied by the bidder to arrive at ATS cost, mentioned in commercial bid, for 2nd, 3rd, 4th and 5th year respectively will be applicable to avail renewed ATS services by the Bank in subsequent years after the contract period for the implemented solution and the bidder will be required to arrange for the same.

D. Bidder will ensure back-to-back warranty and ATS arrangement with OEM for all software components during Warranty and ATS period. Hardware Components including OS (Inclusive of 3 Year warranty) :-

Sl. No.	Name of Software Component	License Type (Named-user /Concurrent)	Qty	Unit Cost (with 3 yr warranty)	Taxes on Unit Cost	Total Cost (with 3 yr warranty)	Remarks, if any
1							
2							
3							
....							
Total (Inclusive of 3 year warranty)							

Note: Bidder must mention separate line items for each hardware component proposed for implementation of the ITMS solution.

E. Hardware Item Cost (Inclusive of 3 Year warranty) :-

Sl. No.	Name & Purpose of Hardware Component	Configuration of Hardware component	Qty	Item Cost [with 3 year Warranty]			Remarks, if any
				Unit Cost	Taxes on Unit Cost	Total Cost	
1							
2							
3							
....							
Total (AMC)				---			

F. Hardware Item (AMC Cost for 4th and 5th Year) :-

Sl. No.	Name & Purpose of Hardware Component	Configuration of Hardware component	Qty	AMC Cost for 4 th Year			AMC Cost for 5 th Year			Remarks, if any
				Unit Cost	Taxes on Unit Cost	Total Cost	Unit Cost	Taxes on Unit Cost	Total Cost	
1										
2										
3										
...										
	Total (AMC)			---			---			

Note :

- Bidder must mention separate line items for all the hardware components individually of the proposed ITMS solution.
- Bidder shall quote hardware cost with 3 year warranty.
- Warranty/AMC cost upto 5th year for all the hardware components will be taken into account for commercial evaluation by using NPV calculation method. However, payment of AMC cost for 4th and 5th years will be made in the beginning of the respective year.
- The lower of %ge rate applied by the bidder to arrive at AMC cost, mentioned in commercial bid, for 4th and 5th year respectively will be applicable to avail renewed ATS services by the Bank in subsequent years after the contract period for the implemented solution and the bidder will be required to arrange for the same.
- Bidder will ensure back-to-back warranty and AMC arrangement with OEM for all hardware components during Warranty and AMC period.

G. Implementation %:-

Sl. No.	Name of the item	Qty	Unit Cost	Taxes	Total Cost	Remarks, if any
1	Implementation cost	1				
.....						
	Total					

%%: Implementation Cost includes Data Migration Cost + cost of Change Request for 6 months.

H. Cost of On-site Administration and Customization (during 1st year after final acceptance of the solution) :-

Sl. No.	Name of Items	Qty (Period = months)	Unit Cost for 1 month	Taxes on Unit Cost	Total Cost	Remarks, if any
1	Cost of one on-site administrator-cum-developer (with min. three years experience)	12				
2	Man month rate for any customization/ change request	1				
3	Cost of one on-site Support Engineer	12				
	Total					

- The vendor will make services of one administrator-cum-developer (having Bachelor's qualification and at least 3 yrs of relevant experience) available on-site for one year at SIDBI after final acceptance of the solution for administration of the solution, development of workflow, customization and coordination with other stakeholders as per requirement of the Bank. The vendor will also make services of one support engineer available on-site for one year at SIDBI after final acceptance

of the solution to ensure availability of solution and coordination with other stakeholders as per requirement of the Bank

- In case of requirement of the Bank, the vendor will continue to extend above services of on-site administrator-cum-developer in 2nd , 3rd , 4th and 5th year also at the same commercial rate.
- The Bank reserves the right to hire additional resource of similar profile during the contract period at the same commercial rate and the vendor will be required to arrange for the same in case of requirement of the Bank.
- Payment will be made proportionately on actual number of person-months utilized.

I. Training :-

I. No.	Name of the item	Batches	Unit Cost	Taxes	Total Cost	Remarks, if any
1	Training Senior Executive level awareness program (half day)	1 (
2		Core Team Training (2 days))	2			
3		Technical User Training (3 days) (1			
4	e-learning Module for users					
Total (Training)						

Note :

- Bidder will quote unit rate for each training type. Price quoted should include all incidental fees like travelling, boarding, lodging etc.. Bank will not bear any extra expenditure other than what is quoted in the commercial bid.
- Bidder will extend additional training services, if required by the Bank, anytime during the contract period at the unit rate mentioned above for respective type of training. Bank will make additional payment at the unit rate quoted by the bidder and finalized in the contract for respective type of additional trainings beyond the scope of this tender.

J. Cost for Implementation of additional desirable features which are available at additional cost as stated at Annexure XVII-

Sl. No.	Name of the item	Qty	Unit Cost	Taxes	Total Cost	Remarks, if any
1	Additional cost	1				
.....						
	Total					

%%: Implementation Cost includes Data Migration Cost + cost of Change Request for 6 months.

Cost Summary

- Bidder shall fill in the following table with summarized price details taken from the tables above. These Costs are inclusive of applicable taxes.
- Total Cost of Ownership (TCO) will be arrived as follows.

Sl. No.	Cost Items	Base Cost	Warranty /ATS Cost (1st Year)	Warranty /ATS Cost (2nd Year)	Warranty /ATS Cost (3rd Year)	Warranty /ATS Cost (4th Year)	Warranty /ATS Cost (5th Year)	Sub-Total
		A	B	C	D	E	F	Σ
1	Hardware Cost (including OS)							
2	Software Cost							
3	Implementation Services cost		NA	NA	NA	NA	NA	
4	Cost of One on-site Administrator-cum-Developer		NA	NA	NA	NA	NA	
5	Training		NA	NA	NA	NA	NA	
6	Cost of additional functionality if		NA	NA	NA	NA	NA	

Sl. No.	Cost Items	Base Cost	Warranty /ATS Cost (1st Year)	Warranty /ATS Cost (2nd Year)	Warranty /ATS Cost (3rd Year)	Warranty /ATS Cost (4th Year)	Warranty /ATS Cost (5th Year)	Sub-Total	
	any								
	Sub-Total	$\Sigma(A+B)$		ΣC	ΣD	ΣE	ΣF		
	TCO	$\Sigma(A+B) + \Sigma C + \Sigma D + \Sigma E + \Sigma F$							

Note :

- Any cost mentioned under 'Base Cost' or 'Warranty /ATS /Cost (1st Year)' column or bundled with 'Base Cost' will be treated as 1st year's cost for applying NPV formula during commercial evaluation in case of software components.
- Any cost mentioned under 'Base Cost' or 'Warranty /AMC /Cost (1st Year to 3rd Year)' column or bundled with 'Base Cost' will be treated as 1st year's cost for applying NPV formula during commercial evaluation in case of hardware components.
- Bidder must ensure that prices reflected in above TCO table exactly match with sub-head wise details of prices given in earlier tables in this Annexure.
- Bidder may please note that all the prices reflected in the above Cost summary table will be taken into account for commercial evaluation using NPV method (formula available in MS Excel)

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Terms & Conditions:

Please note that the cost break up must be provided strictly in the format specified above. Bank reserves the exclusive right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Bank also reserves the right to procure one or more modules related to PROPOSED INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution, depending on requirement. Any decision in these regards by the Bank shall be Final, conclusive and binding on the Bidder. The Bank shall not entertain any claim or be responsible for the same.

9.10 Annexure –X :: Non-Disclosure Agreement

Non-Disclosure Agreement

[To be included in Technical Bid Envelope]

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**Implementation of Proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution**” as per scope defined in the **Request for Proposal RfP No: ----- Dated -----** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400 051 (hereinafter referred to as the BANK) and,

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

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

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

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

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

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

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

Yours sincerely,

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

9.11 Annexure –XI :: Bank Mandate Form

Bank Mandate Form

[To be included in Minimum Eligibility Bid Envelope]

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier: _____

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier:

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name																								
Bank Name		Branch Name																						
Branch Place		Branch City																						
PIN Code		Branch Code	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																					

MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR¹cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE ²	For RTGS transfer	For NEFT transfer	

4. Date from which the mandate should be effective :

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

Place: _____
Date : _____

Signature of the party / Authorized Signatory

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

Bank's stamp:

Date :

(Signature of the Authorized Official from the Banks)

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

^{1,2}: Note on IFSC / MICR

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

9.12 Annexure –XII :: Statement of Deviations

Statement of Deviations**[To be included in Minimum Eligibility Bid Envelope]****Implementation of Proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution****(RfP No Dated)*****(To be submitted on Bidder's company letter head)***

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

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

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

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

<additional rows may be added, if required>

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

9.13 Annexure –XIII :: EMD / Bid Security Form**EMD / Bid Security Form****[To be included in Minimum Eligibility Bid Envelope]****Implementation of Proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution****(RfP No: Dated)*****(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)*****To: SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of RfP No : dated to supply (Description of Products and Services) (Herein after called the 'the RfP') to you.

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

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

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

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

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

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which

but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

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

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

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three 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 mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

9.14 Annexure –XIV :: Resource Credentials

Resource Credentials

[To be included in Technical Bid Envelope]

Implementation of Proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution

(RfP No: Dated)

(To be submitted on Bidder's company letter head)

Srl. No.	Roles	Name	Academic & Professional Qualification	Work experience	No. Of Projects handled	Relevant work experience	Remark

Note :: Bidders are requested to use the above format to provide details of resource credentials proposed to be associated with the implementation of proposed solution in the Bank.

9.15 Annexure –XV :: Pre Contract Integrity Pact

[To be included in Minimum Eligibility Bid Envelope]

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

Pre Contract Integrity Pact

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of -----, 2021 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at Swavalamban Bhawan, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to shortlist vendor for carrying out Procurement and Implementation of INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) Solution and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

2 Commitments of the BUYER

2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or

third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to

intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm , the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

4 Previous Transgression

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

5 **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs 3,50,000/- as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favoring 'Small Industries Development Bank of India', payable at Mumbai.
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- i. To immediately call off the pre-contract negotiation without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 - ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.

- vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

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

8 Independent Monitors

- 8.1 The BUYER has appointed Shri Nageshwar Rao Koripalli, IRS (Retd.), 38, The Trails, Monikonda , R.R. District, Hyderabad-500089, Ph : +91 97889 19555, Mail Id : knageshwarrao@gmail.com as Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

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

12.3 This pact would be deemed as part of the contract that may be executed between the parties.

13 The parties hereby sign this integrity Pact, at _____ on _____

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

9.16 Annexure –XVI :: Manufacturer Authorisation Format**Manufacturer Authorization Format**

(To be submitted on OEM's letterhead for each licensed software / hardware component)

[To be included in Minimum Eligibility Bid Envelope]

Ref:

Date:

To
The General Manager [TRMV]
Small Industries Development Bank of India
MSME Development Center, 4th Floor
Plot No.C-11, G Block
Bandra Kurla Complex
Bandra [East]
Mumbai 400 051

Dear Sir,

**Sub: Manufacturer Authorization INTEGRATED TREASURY MANAGEMENT
SOFTWARE (ITMS) Solution
(RfP No: Dated)**

<< bidders will be required to submit MAFs from respective OEM on their letterhead with specific mention of following details:

- Reference RfP Number and date, name of the software / hardware, name of the bidder as authorized partner
- *Extending full warranty, Back-to-Back support throughout the contract period and ensure all product upgrades during warranty and AMC/ ATS / subscription period.>>*

<OEM Name>

<Authorized Signatory>

Name:

Designation:

Note:

- 1) This letter of authority should be on the letterhead of the OEM of the software / hardware and should be signed by a person competent and having the power of attorney to bind the OEM. It should be included by the bidder in its bid.
- 2) Bidder has to submit MAF for all the licensed software /hardware components separately, if they are not from the same OEM.

9.17 Annexure –XVII :: Technical Proposal Covering Letter

Technical Proposal Covering Letter
(To be submitted on Bidder's company letter head)

[To be included in Technical Bid Envelope]

Ref:

Date:

General Manager,
Treasury and Resources Management Vertical,
Small Industries Development Bank of India
4th Floor, Swavalamban Bhawan
Plot No. C-11, G Block, Bandra Kurla Complex
Bandra (E), **Mumbai- 400 051**
Phone: 022-67531100 / 67531271
Fax: 022-67531236

Sir,

**Subject: Technical proposal for implementation of proposed INTEGRATED TREASURY
MANAGEMENT SOFTWARE (ITMS) solution**

We, the undersigned, offer to provide services for the proposed INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) solution for SIDBI, in accordance with your **RfP document RfP No: Dated**. We are hereby submitting our proposal, which includes Minimum Eligibility Criteria, Technical Proposal and Commercial Proposal in three separate sealed envelope.

[Please indicate why you are best suited for this assignment. The maximum permissible limit for the Cover letter is 2 pages].

Details of our technical proposal is annexed with this letter. (Please provide your detailed technical proposal, as mentioned in the **Annexure – XVIII: Detailed Technical Proposal** of this RfP)

If contract discussions are held during the period of validity of the Technical proposal, i.e., before **[Insert Date]**, we undertake to contract with SIDBI, failing which our EMD may be forfeited. Our Technical Proposal is binding upon us and is subject to the modifications resulting from contract discussions.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

9.18 Annexure –XVIII: Functional and Technical Requirements and Response

- Vendor is required to put Vendor Score in response column. Further, remarks column is to enable the vendor to indicate if the desirable feature is available is at an additional cost, the additional cost should be provided at Point G in Annexure IX. The vendor should also provide the proposed implementation plan and technical proposal along with this response.

Vendor Score	Description
5	Functionality is available as a standard feature *
4	Functionality is available as a work around
3	Functionality would be available in the next version **
2	Functionality can be customized with an effort 2 person weeks or less
1	Functionality can be customized with an effort in excess of 2 person weeks
0	Functionality not available in the proposed Solution ***

* Clarification regarding scoring of Reports:

(a) It is expected that most reports will require parameterisation to put them in the formats required by the Bank. If no other customisation is required then a score of '5' shall be given.

(b) If a feature / functionality required for a report is readily available e.g. 'Provide a minimum of 5 level of sub totalling', a score of '5' shall be given

(c) If a feature / functionality is not currently available e.g. "Facility to export reports to external spreadsheet applications and / or word processing software belonging to Microsoft Office Suite", then a score of '3', '2', '1' or '0' should be given as defined in the scoring scale above

** The next version should be available before / within the implementation schedule for the module to which the particular feature & functionality pertains. Vendor shall provide the probable date of version release.

*** If a feature & functionality of a "desirable" level is not available in the product/ solution offered, but can be made available as an optional/ add-on feature at an additional cost, the vendor score for that item shall be marked as 0 and the fact that the feature is available at an extra cost should be mentioned in the Remarks column by the bidder. The prices for ALL such optional / add-on products, must be listed separately with caption as ' Point G of Annexure IX -Annexure to the

commercial bid' and reference to the relevant feature numbers must be provided thereof.

- **"Level"** – SIDBI has classified each of the requirements as follows:

Classification	Level	Description
Critical	3	The requirement is highly significant
Important	2	The requirement is significant
Desirable	1	The requirement is "Good to Have"

Note: Features at level 3 and 2 are mandatorily to be provided in the proposed solution.

1. Forex Front Office

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
1	Dealer Work Station (Merchant/Interbank)	3		
2	Deal Flow (interbank)	3		
3	Auto capture of deals to reflect in dealer position	3		
4	Live Forward & SWAP position, cost and MTM	1		
5	CCIL-Fx Clear (Fx Retail)	1		
6	Daily transaction report (product Wise)	2		
7	All forex limits and their soft checks	3		
8	Auto deal flow , Spot and forward	3		
9	Deal authorization	3		
10	Deal capture (Date, time, counterparty etc) Spot and forward	3		
11	Unique deal numbering for purchase, sell , swaps and merchant deals	3		

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
12	Entry of outright deals (Purchase, sell, Value- Cash, Tom, Spot) – Interbank	3		
13	Entry of SWAP deals (Buy-sell, Sell-Buy, Value- Cash, Tom, Spot) – Interbank	3		
14	Deal ticket printing	3		
15	Card rate entry and uploading (Merchant Desk). Card rates to be forwarded to 60 branches approximately through email on daily basis."	2		
16	FEDAI rules entry (Merchant Desk) as per FEDAI RULES (10th EDITION) available on the FEDAI website	2		
17	Merchant forward. All transactions involving purchase/sell of any foreign currency against another currency including INR as well as cross with delivery beyond spot (Merchant Desk). Citrix -DFS is used for initiation of TT/DP/LC transactions. Interfacing is required	3		
18	Nostro transfers between Nostros (Merchant Desk)	1		
19	Merchant outright purchase/sell	3		
20	Investment / Borrowal entry (Merchant Desk)	1		
21	Deal ticket print for merchant deals (Merchant Desk)	2		
22	Tagging of deals as cover, deals (Merchant Desk)	3		
23	Statement of overall net position (Report)	3		
24	Forward contract booked and cancelled (Report)	3		
25	Merchant deals report (Transaction wise) Report	3		

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
26	Interbank deal outstanding for outright / Swap (report)	3		
27	Interbank deal summary (from/to, currency wise etc) (Report)	3		
28	Report on deals settled thru CLS (Report)	1		
29	Report on overdue forward contract (Report)	2		
30	Investment / Borrowal Outstanding & register from Lines of Credit from Multilaterals/ Bilaterals, ECB, FX denominated bonds (Report)	3		

2. SLR Trading

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
1	System to have the following points for creation of Central government/ T-bill security			
	• Name of the security	3		
	• Instrument type code	3		
	• Issuing authority	3		
	• Issue date choice – fixed/variable	3		
	• Fixed issue date	3		
	• Tenor of security	3		
	• Maturity date choice	3		
	• Fixed Maturity date	3		
	• Face value of security	3		
	• Asset Segment	3		
	• ISIN code for security	3		
	• Fixed /variable coupon	3		

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
	<ul style="list-style-type: none"> • Coupon rate • Variable coupon details • Coupon reset frequency • Coupon calculation method • Periodic interest service frequency • First coupon date • List of coupon dates • Whether accrued interest to be taken into account for trading • Interest convention • Interest method code • Whether put option or call option is available and if yes provision to account that • Redemption value • Redemption premium 	3		
		3		
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		3		
		3		
2	STP of the deals done in NDS OM through NDS OM upload and only the portfolio code is manually inputted	3		
3	Subscription Direct Allotment/ coupon bearing instrument purchase/coupon bearing instrument sale/to have all the deal details including portfolio code, sanctioning authority code, dealer code, whether brokered or not and broker details	3		
4	Portfolio transfer entry which gives the details of From Portfolio, To Portfolio, Security Code, Revaluation Rate and selection of securities based on lots	3		

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
5	Portfolio transfer query which gives the report of portfolio transfers of individual securities	2		
6	Revaluation rate, no. of units transferred	3		
7	Reversal/Deletion of Purchase and Sale deals before and after authorization	1		
8	Reports menu tool in which all the reports of the deals in the software are being provided	1		
9	System check to disallow the dealer to authorize his respective deals	3		
10	Price and YTM calculator of the securities in the system	3		
11	Duration and M duration of the instruments portfolio wise	2		
12	Portfolio wise yield which gives the yields of the investment	2		
13	Average Yield on instrument report	2		
14	Brokerage paid for transaction report	2		
15	Deal register	2		
16	Deal transaction for a period	2		
17	Dealer wise profit/loss turnover report	2		
18	List of subscriptions for a period	2		
19	Purchase and Sale reversal log	2		
20	Report on securities matured	3		
21	Securities purchased/sold	2		
22	Security deal listing	2		
23	Security ledger printing	1		
24	When issued transaction deal details report	2		

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
25	Deal ticket printing/Short sale deal ticket/Subscription deal ticket	3		
26	Securities issued report	2		
27	Security pledge details	2		
28	Report on securities kept as margin	3		
29	SLR fortnightly view	1		
30	SLR position view	1		
31	Coupon	2		
32	User activity log query	2		
A	Dealers holding position, dealers holding cost and dealer wise P&L menu to be provided	2		
B	If a dealer is taking position on behalf of other dealer then portfolio transfer entry menu between dealers to be enabled	1		
C	For SLR purchase/sale/short sale/cover/subscription/auction/OMO there should be only one menu for deal entry and entry user should be asked to select from drop down menu about which type of deal	2		
D	All deals for which CSV files are available should be uploaded in system through STP, including OTC, auction, OMO deals	2		
E	Holding yield to be provided along with WAC for SLR o/s position	1		
F	System to provide an alert when any deal is entered over the risk limit provided	3		
G	System generated alerts when certain p loss, position limit and Bank M duration, PV 01 and VAR limits are reached	2		
H	System to provide separate report for portfolio wise yield for the position	2		

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
	instruments			
I	System to generate an alert in Domestic EOD check if the number of days since last coupon receipt is more than 6 months(Coupon interest frequency) in case of dated securities	2		
J	System to provide the appreciation/depreciation of HTM securities as a report for evaluation of the securities for 5% HTM sale, OMO purchase, Govt switch both individual security wise and total HTM portfolio wise	1		
K	In the list of portfolios transferred menu the time of the transfer entry should also come	1		
L	System to provide the percent composition of SLR holdings maturity wise	1		

3. Money Market + Non SLR Trading (Domestic)

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
1	Facility to enter/authorize borrowings/lending in TREPS without manual intervention	3		
2	Facility to enter/authorize purchase/sale of debentures, certificate of deposits, commercial paper in primary/secondary market without manual intervention	3		
3	Facility to enter/authorize security receipts purchase/redemption/partial redemption	3		
4	Facility to enter/authorize Mutual Fund purchase/sale/partial redemption	3		
5	Facility to enter/authorize treasury bills purchase/sale/redemption/partial redemption without manual intervention	3		

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
6	Facility to enter/authorize purchase/sale of Debenture	3		
7	Facility for mapping of securities pledged/received while borrowing and lending	2		
8	Facility for entry/authorize of own CP/CD issuance, CP/CD redemption	3		
9	Facility for entry/ authorize of placement of entry and its maturity including premature withdrawal			
10	Transaction/outstanding/Profitability reports to be made available for all above mentioned transactions	2		
11	Availability of Limit- Issuer, Group, Sectorial , Portfoliowise	3		
12	Dealers holding position, dealers holding cost and dealerwise P&L menu to be provided	2		
13	Generation of CSV/excel file give portfolio snapshot for debentures/bonds including details like rating, structure, security, credit enhancement, buy date, coupon, coupon frequency, maturity date, purchase YTM, number of units, FV/unit, Total FV, Book value, Weighted Average Price, MTM(last traded price), MTM(FIMMDA valuation), Related/Peer YTM, Last Traded Price, Price Volume and date, spread against corresponding G-sec	2		
14	Stop Loss monitoring and alerting dealer on trigger of stop loss through mail	3		
15	Monitoring of M-Duration and PV01 and alerting dealer on trigger of limits	2		
16	Provision to upload issue related documents like IM, DTD, etc.	2		

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
17	Daily, monthly and quarterly - for particular duration - transaction summary (Buy & Sell) reports	2		
18	Generation of Deal Confirmation for Buy and Sell leg	2		
19	Generation of deal tickets for all mentioned transactions	2		
20	Security master creation in the system for price calculation. This should be available for CPs, NCD (incl. zero coupon bonds)	2		
21	Categorisation of purchased security between HTM, HFT and AFS	3		
22	If a dealer is taking position on behalf of other dealer, then portfolio transfer entry menu to be enabled	2		
23	Ability to generate sanctioning authority report	2		
24	Reports related to verification pending in system	2		
25	Reports related to coupon due/redemption due reports for all securities	2		
26	Security master creation in the system for price calculation. This should be available for CPS, NCD (including zero coupon bonds, zero coupon with periodic compounding, step up/step down coupon, perpetual bond, bonds with put call option, staggered redemption, STRPPS, etc.) There should be provision to defined security with unique structure if not included in type of bonds mentioned above. There should be provision with tag security with credit enhancement feature, if any, (secured/unsecured/guaranteed, GOI serviced, structured payment mechanism, etc.)	2		

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
27	Generation of CSV/excel file give portfolio snapshot for debentures/bonds including details like rating, structure, security, credit enhancement, buy date, coupon, coupon frequency, maturity date. Purchase YTM, no. of units, FV/unit, Total FV, Book Value, Weighted Average Price, MTM (Last traded price), MTM (FIMMDA valuation), Related/Peer YTM, Last Traded Price, Volume and date, spread against corresponding G-sec	2		
28	Authorisation of Buy & Sell Deal	3		
29	Facility for entry/authorize of bond issuance, redemption, coupon payment	3		

4. **Miscellaneous Requirements common to all sections**

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
1	Single screen accessible to HOD for monitoring P&L and risk limits of all dealers and Treasury as a whole	3		
2	System should have the facility to replicate the transaction particulars entered in CBS-Flexcube to ITMS and vice versa (Service exports related IRM entries are made in Finacle. If the same can be captured in ITMS, duplication of data entry can be avoided	2		
3	System should be able to validate on negative values like net INR amount, over utilisation of suspense/forward	1		
4	Accounting should not be generated for a transaction for which a reversal is initiated in the front end	2		

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
5	System should round off any amount to the nearest INR	2		
6	System should have facility to account for Forex Tax, GST, Cess, etc.	3		

5. **DEAL TICKET CONFIRMATION**

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
1	Call/Term/Notice Money Deal Ticket	3		
2	TREPS Deal ticket	3		
3	CD Deal confirmation slip	3		
4	Deal confirmation (others)	3		
5	Deal Ticket Printing (Security)	3		
6	Equity Deal Ticket	3		
7	Fixed deposits	3		
8	For all products available in system	3		

Treasury Foundation module

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
1	General Ledger Query	2		
2	Consolidated GL Balance	3		
3	Transaction Query	2		
4	Manual Voucher Report	2		
5	Day Book Report	2		

Treasury Foundation module				
Sr no	Particulars	Level	Response [Vendor Score]	Remarks
6	Voucher Printing	2		
AUDIT TRAIL				
1	Data Log Query	2		
2	User Activity Log Query	2		
REPORT DESIGNER				
1	Bank Types - NOSTRO/VOSTRO or settlement A/c	2		
2	PCMATRIX - Profit / Costing policy setup	2		
3	User List	3		
4	User Level	3		
5	User Roles List	3		
OUTSTANDING				
1	TREPS	2		
2	Bank Own CP, CD, NCD etc	2		
REPORTS (TRANSACTIONS)				
1	Accretion	3		
2	TREPS	3		
3	Interest Accrual	3		
4	Sale details	3		
5	Security deals (both)	3		
6	Equity	3		

6. REPORTS

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
1	Reconciliation of SGL & CSGL (reconciliation of securities in ITMS software with the PDO account)	3		
2	Ownership pattern of investment (details of CSGL accounts with bank)	1		
3	Investment and Money market categorization (Categorywise book value of investments)	3		
4	CP/CD issuance details (details of CP/CD outstanding on fortnight end date)	3		
5	MCLR (data on Bank's short term and long term borrowings, CP/CD issued details)	3		
6	ROR (Data on earnings on investment)	3		
7	Daily average of investment (Daily average book value of investment)	2		
9	Yield on investment (yield calculation on SLR securities, NSLR securities and Return on investment)	2		
10	Interest Report (security wise)	2		
11	Interest Report (portfolio wise)	2		
12	Average and yield on instrument report on borrowing	2		
13	Cost of fund report	2		
14	Notes to accounts	1		
15	Issuer classification	3		
16	Top management reports (reports submitted to BOARD/MCB/ACB/RBI/MD) etc. mainly GSEC reconciliation, Rupee GL reconciliation to certificate, Nostro Balances, I/EDPMS upload, R>Returns, XOS statement, EBW Statement - Export bill	3		

Sr no	Particulars	Level	Response [Vendor Score]	Remarks
	write off, Guarantee/LOUs/LOCs issued/invoked, etc			
MUTUAL FUNDS				
1	Mutual fund purchase/sale	3		
2	Redemption entry	3		
3	Dividend declared history maintenance	2		
5	Accounting and Posting	3		

Reports				
Sr no	Particulars	Level	Response [Vendor Score]	Remarks
1	Most of the reports grid with copy options are enabled			
2	Top Management Report	3		
3	Broker Turnover Report	3		
4	Investment Summary/Profit/Loss/Interest Report – Breakup	2		
RECONCILIATION				
1	PDO/Non SLR Process	3		
2	Report on reconciliation	3		
EQUITY				
1	Equity Purchase/Sale	2		
SIMULATION				
1	What if analysis			
MASTERS				
1	Deletion enabled in Holiday Master, own CD	2		

Reports				
Sr no	Particulars	Level	Response [Vendor Score]	Remarks
	ISIN Master, own CD limits Master			
	DERIVATIVES – Full module needed for capturing Interest rate swap, Cross Currency Swap, Principal only swap, coupon only swap etc.			
1	Day begin alerts for MTM, Accrual, Coupon	1		
2	Failed/Cancelled report	2		

7. EQUITY TRADING

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
1	ETF purchase/sale upload via STP	3		
2	Net settlement amount to be visible on the Front Office Entry/Verify Screen	3		
3	Equity Deals upload	3		
4	Equity/Preference Purchase manual entry	3		
5	Equity/Preference Sale manual entry	3		
6	Mutual Fund purchase manual entry	3		
7	Mutual Fund sale manual entry	3		
8	Subscription Direct Allotment	3		
9	Entry for Corporate Actions (Example : Split/Bonus/Merger/De-merger and etc.)	3		
10	Broker Empanelment	3		
11	Security creation	3		
12	Additional details for NSLR securities	2		
13	Equity BSR code mapping	2		
14	Report designer tool : a. Dividend Receipt Report.b. Purchase Sale Report c. Broker Turnover report d. Security Ledger	3		
15	STP upload without any manual intervention for assigning Broker Code and Trade Time	3		
16	Separate module for Preference Share	2		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
	subscription and redemption			
17	Dealerwise P&L (A report mentioning volumes and profit for the week/month/quarterly/yearly dealerwise, in our format). P&L should be available categorywise (HFT or AFS) and also for equity in total	3		
18	Consolidated security ledger details-if we check a security ledger, we should get information like number of transactions in that security for a particular period with volume, quantity, category, dealer, Profit/Loss and etc.	1		
19	Authorisation screen for equity deals should show net settlement amount while authorising	3		
20	Facility for uploading equity BHAV copy on daily basis	3		

8. FOREX BACK OFFICE

Sl.No.	Particulars	Level	Response [Vendor Score]	Response
A	Deal Verification & Settlement			
1	Module for report on Interbank deals booked based on parameters like CCY pair, Deal date, Value Date, Counterpartywise, Settlement Mode, Dealerwise and Deal Type. Generate and forward the required mail to the counterparty regarding deal confirmation	3		
2	Generation of reports of a particular day payment outflow (Nostrowise consolidated voucher and currencywise sorting of the same)	3		
3	Authorisation of deals, details of deals to be made available on a single screen itself (i.e., settlement details and fund centre info)	3		
4	Authorisation of deals, for given deal type (Outright & Swap) and dealerwise	3		
5	Reversal of authorized deals if required for correction on the same day before EOD	3		
6	Provision to view pending, authorized and revised deals based on deal type (Outright and Swap) and dealerwise	2		
7	Settlement screen should clearly enable us to view CCIL deals, Buy FC	1		
8	Provision to reverse the settled deal if required on the same day or	2		

Sl.No.	Particulars	Level	Response [Vendor Score]	Response
	any other day with proper escalated authority rights			
9	Authorisation of deals should enable auto generation and sending of deal confirmation MT (IB confirmations), IFN to CCIL for deal matching	3		
10	Deal confirmations should be for both i.e., deals through CCIL and Non-CCIL	3		
11	Provision to account Overseas Borrowing and Lending details	3		
12	Report on o/s borrowal and Lending deals on a given date	2		
13	Report on borrowal and lending deals opened during for a given period	2		
14	Report on amortization of swap cost for borrowal deals for funding deals	2		
15	Report of interest receivable on overseas placement on accrual basis	2		
16	For overseas lending/borrowal prepayment provision (part payment) can be accounted	2		
17	Report on SWAP deals pertaining INR lending to Domestic Treasury (SWAP deals for interbank borrowings and FC surplus utilized for INR funding)	2		
18	Interbank deals taken for borrowal interest payment should be accounted at the time of borrowal	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Response
	closure			
19	System should be capable to account cross CCY forward contract along with INR contract	3		
20	Report on o/s/overdue forward contract should be available based on various parameter	3		
21	Report on forward contract booked for given period made available in the system based on various parameters	3		
22	Report of interbank deals outstanding	2		
23	Provision to view the Nostro details of all counterparties	1		
24	IC and ICS Reports-Currencywise and consolidated	2		
25	Report on contingent liabilities-All non position items based on various parameters	1		
26	Report on counterparty limits and outstanding as on date, exceeding if any, should be alerted	3		
27	Report on Legal Entity Identifier details of customer with LEI due date	1		
28	Ledger Entry reports of all account heads should be available for a particular period	1		
29	Manual voucher entry and report of manual voucher entries	2		
30	System should be capable to generate fund position and non-	2		

Sl.No.	Particulars	Level	Response [Vendor Score]	Response
	exchange position as per prescribed format			
31	Option should be made available in the deal register to fetch data dealerwise, counterpartywise	2		
32	Rate scans process-Real time basis	2		
33	Report on Rates scan – preferably 5 minutes interval	2		
34	An alert for front office and back office for deals exceeded the rate range as per Policy	3		
35	MTM covering letter for branches – Only forward contracts on a monthly basis	1		
36	Report on forward contract booked where subsequent change in delivery date	2		
	Incorporation of counterparty exposure limit check deal at verification time	3		
	Incorporation of counterparty LEI (Legal Entity Identifier) check at deal verification time. In case of deal amount being above a threshold , counterparty LEI is to be entered and verified.	2		
	Accounting of stamp duty for CCIL/ Rupee settlement	2		
37	Deal confirmation in standardized format	2		
38	Internal limits live tracing and exception reporting	3		
39	Auto STP to Flexcube/CBS for all	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Response
	deals on real time basis and reversal with accounting entries			
40	Dealers profitability report on real time basis	2		
B	SWIFT AND CCIL REPORTING AND MIDDLEWARE (IDBI INTECH LTD.)			
1	System should be capable for STP of all interbank swift messages MT202, MT200, MT320, MT300; Mt199, MT450, MT103 & MT700 related (trade finance) <u>etc. MT 7XX series is being generated by TFS and would not be required to be generated by the ITMS, however, Corresponding 202 message needs to be linked with MT7XX. MT450 would be required for advising cash letter credits to accounts of customers</u>	3		
2	Swift reconciliation report should be available before generation of SWIFT message	2		
3	MT 202 message ABILITY to incorporate intermediary bank details	3		
4	Partial funding/Pre-funding for Net CCIL settlement	1		
5	System should be capable of regeneration of messages where subsequent amendments in SWIFT messages such as amendment in Value date, change in correspondence bank etc.	3		
6	Report on customer forward contract booked, cancelled and	2		

Sl.No.	Particulars	Level	Response [Vendor Score]	Response
	utilized for reporting to Trade Repository (TR) segment			
7	Provision for incorporating LEI code and CCIL client ID in customer master and reporting files	2		
C	VALUATION FOREX			
1	<i>Basis of valuation by currencywise</i>	2		
2	<i>All monetary items are to be valued at spot</i>	3		
3	<i>All forward contracts to be valued at responding forward rate</i>	3		
4	<i>All forward contracts intended to be a hedge of an asset or liability to be valued at the spot rate and the premium/discount to be amortized over the life of the contract</i>	3		
5	<i>Daily forex valuation should be there based on the closing rates available from Platform and Month end valuation should be based on FEDAI rate</i>	3		
6	<i>Report on variance on Forex Valuation for a given period</i>	2		
7	<i>Report for revaluation of merchant deals, swap deals, funding deals separately based on deal types</i>	2		
8	<i>Revaluation report -Summary of cash and forward profits, Nostro exchange profits, currencywise exchange profits</i>	2		
9	<i>Revaluation report – Swap details identified as funding for Domestic Treasury</i>	2		

Sl.No.	Particulars	Level	Response [Vendor Score]	Response
11	<i>Forward valuation based on PV method</i>	2		
D	Nostro Reconciliation			
1	Automatic reconciliation of Nostro accounts	3		
2	Manual Reconciliation	3		
3	Reversal of reconciled entries	3		
4	Multiple entry reconciliation	1		
5	Report of all Nostrowise entries should be available datewise as received through SWIFT in the form of a checklist. Checklist should have provision to edit, like updating branch name, beneficiary name, incorporating account no., branch reference number, etc at user level	2		
6	Nostro ledger should contain details of all matched entries with details of FC as well as INR and Nostro number, value date, etc.	1		
7	Details of matched entries currencywise and Bankwise for a given date/period	1		
8	Bucket and agewise un-reconciled data	2		
9	Reconciliation statement report should contain all unreconciled NOSTRO/Mirror entries	2		
E	EOD Check			
1	CCIL settlement for the day	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Response
2	CLS settlement for the day	1		
3	Exchange Profit Tallying	1		
4	Contingent entries posting for the day	2		
5	Unsettled interbank deals	2		
6	Unverified deals	1		
7	Data flow from ITMS to core banking	3		
8	To confirm SWIFT message for current date is generated and transmitted to SWIFT via Middleware	3		
9	Tallying Dealers Pad with Foreign Currency position ledger	2		
10	Other exceptions	3		

9. DOMESTIC BACK OFFICE

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
A	COUPON BEARING INSTRUMENT			
1	Central Govt purchase/s sale	3		
2	State Govt purchase/sale	3		
3	Bonds purchase/sale	3		
4	Debentures purchase/sale	3		
5	Stamp duty accounting needed with existing modules and reports	3		
B	DISCOUNTED INSTRUMENT			
1	Treasury Bills	3		
2	Certificate of Deposits	3		
3	Commercial Paper	3		
4	Stamp duty accounting needed with existing modules and reports	3		
C	MONEY MARKET			
1	Term Lending/Borrowing	3		
2	Market Repo/Reverse Repo	3		
D	TREPS			
1	TREPS Borrowing	3		
2	TREPS Lending	3		
3	Security Mapping	2		
E	EQUITY			
1	Equity purchase/sale	3		
2	Preference share purchase/sale	3		
3	Equity Settlements	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
4	Equity split/Bonus/Merge/Demerge	3		
5	Broker	2		
F	MUTUAL FUND			
1	Mutual Fund purchase/sale	3		
2	Stamp duty accounting needed with existing modules and reports	3		
G	FIXED DEPOSIT			
1	Placement of fixed deposit	3		
2	Interest Accrual	3		
3	Maturity of Fixed deposit including premature withdrawl	3		
H	OWN CP/CD ISSUANCE			
1	CP/ CD issuance/redemption	3		
2	STP to FTrac / CBRICS	3		
I	STP-INTERFACE			
1	NDS OM deals	3		
3	TREPS deals	3		
4	T Bill deals	3		
5	CD deals	3		
6	CP deals	3		
7	Bond deals	3		
8	Debenture deals	3		
9	Equity deals	3		
10	Equity rates	2		
11	FIMMDA rates/yields/spreads	2		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
12	Auto flow to core solution	3		
13	STP to RTGS/ neft through third party bank API	3		
14	STP to FTrac /CBRICS	3		
J	COUPON RECEIPTS/DIVIDENDS			
1	Coupon Receipt	3		
2	Dividend History Maintenance	3		
3	Dividend receipt	3		
4	Derivatives	3		
K	INTEREST ACCRUALS/AMORTISATION AND POSTING			
1	Coupon bearing, call notice/term money/LAF/MFS/TREPS Accrual and Posting	3		
2	CD/CP/TBills	3		
3	Fixed deposits	3		
4	Own CP/CD Accrual and Posting	3		
5	Amortisation and posting	3		
6	Auto reversal of accruals the next day and month ends	3		
7	Derivatives	3		
L	VALUATION			
1	Valuation Process	3		
2	Valuation Report	3		
3	Valuation of all derivative products	3		
4	Staggered bond valuation	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
	required/cash flow basis			
M	PORTFOLIO TRANSFER			
1	Portfolio transfers	3		
N	DELIVERY AND SETTLEMENT			
1	Notice/Term Money Market Settlement	3		
2	TREPS Settlement	3		
3	All Security Settlement	3		
4	All derivative segment	3		
O	ACCOUNTING			
1	Accounting Setting for all modules	3		
2	Transaction view	3		
3	GL/Sub GL/Break GL setting	3		
4	Account Head setting	3		
5	GL Mapping with core GL	3		
6	All derivative segment	3		
P	PLEDGE OF SECURITIES			
1	Pledge and unpledge of securities for different purpose			
Q	RECONCILIATION			
1	SGL reconciliation	3		
2	Equity reconciliation	3		
3	Bonds reconciliation	3		
4	SLR/NSLR/Derivatives reconciliation for o/s as on date	3		
R	ACCESS MODULE			

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
1	Creation of User	3		
2	Control Program rights	3		
3	Change password	3		
4	Enable/Disable user	3		
5	Unlock the user	3		
S	REVERSALS			
1	Reversal	3		
2	Reversal-TREPS	3		
3	All deal reversals/cancellations for a day period	3		
T	SUBSCRIPTION			
1	Direct subscription	2		
2	Indirect subscription	2		
3	Allotment refund	2		
U	REDEMPTION			
1	Redemption of securities	3		
2	Settlement of redemptions	3		
V	EOD REPORTS			
1	Deals deleted for the day irrespective of module	3		
2	Deals done for the day	3		
3	Securities pending for settlement	3		
4	Investment/money market interest accrual not posted (except pref. shares)	3		
5	All product alerts/customization	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
	required			
W	SOD REPORTS			
1	Alert for redemption of investments maturing in next 2 working days	3		
2	Alert for redemptions	3		
3	Shut period in next one day (prior to 1 day security falling under shut period)	3		
4	alert for securities which are going to be NPI (interest or redemption due for more than 75 days)	3		
5	Including (SOD Date) for the next 7 days (incl.own CDs and refinance)	3		
6	All products alerts/customization required	3		
X	RBI RETURNS			
1	R-returns	3		
2	Sec 6C (data on shifting of category of investment and movement of NPI provision)	3		
3	EDPMS data upload through API based integration	3		
Y	OUTSTANDING			
1	Notice/Term/TREPS	2		
2	Security Outstanding position	2		
3	Bank own CD, CP, NCD O/s	2		
Z	Transactions and Daily Reports			
1	Brokerage paid for a period	2		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
2	Notice/Term money register	2		
3	Notice/Term money deals query	2		
4	Notice/Term money/TREPS avg Int rate and amount	2		
5	TREPS deal query	2		
6	Coupon receipts reports	2		
7	Customer deal view	2		
8	Dealer wise profit/loss turnover report	2		
9	Instrument group portfolio wise turnover report	2		
10	Interest due and settled for the day.	2		
11	Investment summary Profit/Loss/Interest	2		
	[Interest report security type]	2		
	[Interest report as on date]	2		
	[Interest report for a period]	2		
	[Profit as on date]	2		
	[Profit for a period]	2		
12	Purchase and sale Tally report	2		
13	Redemption transactions for a period	2		
14	Report on daily Notice/Term money	2		
15	Report on security matured [not redeemed]	2		
16	Securities purchased/sold	2		
	[Purchase and sale Register]			

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
17	Securities alert for the day	2		
18	Security Ledger Printing	2		
19	Security Redemption	2		
20	Statement of redemption during the period	3		
21	Consolidated GL Balances	3		
22	SOD Reports- Coupon advance notice	3		
23	SOD reports- Deals done report	3		
24	SOD reports- Redemption advance notice	3		
25	SOD reports- Security maturing during the period	3		
26	SOD reports- Trading stock held	3		
27	SOD reports- Coupon Interest due reminder for the day.	3		
28	SOD reports- Coupon reminder future.	2		
29	SOD reports- HFT 90 days report	2		
30	Interest report security type	2		
31	Put/ Call register	3		
32	List of securities with coupon dates	3		
33	Report on securities rating	3		
34	Investment summary with profit as on date	2		
35	Limits breached/follow up	3		
36	Other reports customization from	2		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
	time to time as and when required.			
AA	Accretion, Amortization & Valuation	3		
1	Accretion process includes report	3		
2	Amortization process includes report	3		
3	Valuation report	3		
4	Derivatives and other new products	2		
AB	Interest accrual			
1	Coupon bearing Interest accrual process [Includes report]	3		
a	Interest accrual report	3		
b	Term accrual	3		
c	Broken Period Interest	3		
2	Own CP/CD Interest accrual with report	3		
3	Derivative and other new products	2		
AC	CP/CD Issuance			
1	Report on cancelled CP/CD issuance	2		
2	Report on CP/CD register	2		
3	Report on Corporate action	2		
4	Report on Inflow/Outflow of CP/CD issuance	2		
5	Report on ISIN issuance to NSDL	2		
6	Report on redemotion of CP/CD issuance	2		
7	CP/CD issue/query report	2		
8	Rating done report and expiry	2		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
AD	Deal Ticket Confirmation			
1	CALL/Term/Notice Money deal tkt	2		
2	Treps deal ticket	2		
3	CD deal confirmation slip	2		
4	Deal Confirmations	2		
5	Deal Ticket printing [Security]	2		
6	Equity Deal ticket	2		
7	Fixed deposits	2		
8	Deal tickets for all products available in system	2		
AE	TREASURY FOUNDATION MODULE-REPORTS			
1	GENERAL LEDGER QUERY	2		
2	Consolidated GL Balances	2		
3	Transaction Query	2		
4	Manual Voucher report	2		
5	Day Book report	2		
6	Voucher Printing	2		
7	USER List	2		
8	User Level	2		
9	User Roles List	2		
10	Instrument Master/Security Master/ Customer Master	2		
AF	Audit Trail			
1	Data Log query	2		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
2	User activity Log query	2		
AG	Other Reports			
1	Reconciliation of SGL & CSGL (Reconciliation of securities in ITMS software with the PDO account)	3		
2	Ownership pattern of Investment	1		
3	Investment and Money Market categorization	2		
4	CP/CD Issuance details	2		
5	Yield on Investment	2		
6	Interest reports on Security and portfolio wise	2		
7	Reports grid with copy options	2		
8	Top Management report	3		
9	Investment summary / Profit / Loss / Interest report – Break Up	2		
AH	Derivatives			
	Full Module needed	2		
	Day Begin Alerts for MTM, Accrual Coupon	2		
AI	Full Treasury Modules pertaining to Rupee, forex, derivatives and Borrowing operations with accounting and posting			

10. Debt Capital Market Services (Domestic)

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
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Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
1	Security Master creation in the system for price calculation. This should be available for CPs, NCDs (including zero coupon bonds, zero coupon with periodic compounding, step up/step down coupon bond, bonds with put call option, staggered redemption, STRIPS, etc.) There should be provision to define security with unique structure if not included in type of bonds mentioned above. There should be provision with tag security with credit enhancement feature if any (secured/unsecured, guaranteed, GOI serviced, Structured payment mechanism, etc.)	3		
2	Categorisation of issuer as Liquid Issuer/Illiquid Issuer	3		
3	Categorisation of Deal-Back to Back Deal (no book/position)deferred deals (Book position upto 90 days/strategic deal (Book position upto 1 year)	2		
4	Booking of origination fees and its impact on Origination Dealer's P&L	3		
5	Availability of Limit-Issuer, Sectorial, Group, Portfolio-wise	3		
6	Facility to enter/authorize purchase/sale of debentures, CDs, CP in primary/secondary markets without manual intervention	3		
7	If a dealer is taking position on the behalf of other dealer, then portfolio transfer entry to be enabled	2		
8	Computation of P&L after execution of sale leg and its impact on Treasury Sales P&L	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
9	Generation of CSV/Excel file giving portfolio snapshot for debentures/bonds including details like rating, structure, security, credit enhancement, buy date, coupon, coupon frequency, maturity date, purchase YTM, No. of units, FV/unit, Total FV, Book Value, Weighted Average Price, MTM (last traded price), MTM (FIMMDA valuation), Related/Peer YTM, Last Traded Price, Volume and date, spread against corresponding G-sec	3		
10	Stop Loss monitoring and alerting dealer on trigger of stop loss through mail	2		
11	Monitoring of M-Duration and PV01 and alerting dealer on trigger of limits	2		
12	Provision to upload issue related documents like IM, DTD, etc.	2		
13	Transaction summary (Buy & Sell) reports-daily, monthly and quarterly	2		
14	Transaction summary for origination of deals including fee income generated	2		
15	Generation of deal confirmation for origination/buy/sell leg	2		
16	Generation of deal tickets for all the mentioned transactions	3		
17	Generation of invoice to issuer for fee payment	3		
18	Generation of report for half yearly reporting as required by SEBI	3		
19	Reports related to coupon due/redemption due reports for all	3		

SI.No.	Particulars	Level	Response [Vendor Score]	Remarks
	securities			

11. CONSTITUENTS' SUBSIDIARY GENERAL LEDGER ACCOUNT SERVICES (DOMESTIC)

SI.No.	Particulars	Level	Response [Vendor Score]	Remarks
1	CSGL Account parameters	1		
2	Customer Account Details (GILT Account Holders)	1		
3	Secondary SGL Security Master	1		
4	Report on coupon payment to customer	1		
5	Report on redemption payment to customer	1		
6	Enter customer Deal-Buy Leg. Facility to enter/authorize purchase of debenture/State Govt. securities/Gsec on behalf of CSGL customers	1		
7	Enter customer Deal-Sale Leg. Facility to enter/authorize purchase of debenture/State Govt. securities/Gsec on behalf of CSGL customers	1		
8	Settlement Entry of Buy & Sale	1		
9	Deal Slip for Buy & Sale Leg for Customer	1		
10	Authorisation of Customer Settlement	1		
11	Authorisation of Coupon & Redemption Payment	1		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
12	Authorisation of Redemption Payment	1		
13	Authorisation of Customer Deal (Buy & Sale)	1		
14	Detailed Security Report	1		
15	Transaction details Report	1		
16	Booking of Service Charges for the deal executed by bank	1		
17	MTM of securities CSGL	1		
18	Profitability Report & turnover/volume report (Dealerwise & Customerwise)	1		
19	Customerwise Report for charges levied-GST, Stamp Duty, CCIL Fees, etc.	1		
20	Customerwise Tax Report	1		
21	Generation of contract note	1		
22	Generation of reports required for reporting to RBI	1		

12. MISCELLANEOUS REQUIREMENTS COMMON TO ALL SECTIONS

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
1	Single screen assessable to HOD for monitoring P&L and risk limits of all dealers and Treasury as a whole	2		
2	All existing products including bifurcation of primary, secondary issuance modules	2		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
3	New product capabilities- Constituents' Subsidiary General Ledger, Debt Capital Market, Issuing and Paying Agent Services Overnight Index Swap, Interest rate futures, Currency futures, structured derivative pricer, etc.	2		
4	Exception Report	3		
5	Reasons to be inserted when dealer deletes or modifies the deal	3		
6	Capabilities to handle 3x volume of the present volume	2		
7	Auto payment generation at back office	2		
8	Netting of payments to all external parties	2		
9	Integration with all internal softwares as mentioned in section 2.3 above	2		
10	Real time position monitoring for all dealers	2		
11	Real time limit utilization monitoring. P&L and other MIS for all clients-FOREX and CSGL	2		
12	Performance and all types of risk limits monitoring for all dealers	2		
13	All external and internal auto report generation as per section 9.21	3		
14	Valuation	3		
15	Asset-Liability management (Integration with BALM)	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
16	Audit trail	3		
17	BCP readiness	3		

13. List of Deliverables for Mid Office:

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
1	Facility for updation of FEDAI / FBIL rates for converting foreign currency exposures into domestic currency and for using the rates across the proposed system	3		
2	Computation of Present Value (PV01) of investments	3		
3	Report Designer Tool (The designer tool / window should be flexible enough to help the user in creating new reports using all the parameters available in the database).	2		
4	Calculation of Capital Charge (Standard approach) on Market Risk – Basel I & Basel III	3		
5	Calculation of VaR on investments - Instrument wise and Portfolio wise with tolerance levels	3		
6	Risk Appetite Report (in lines with the Risk Appetite Framework of the Bank). Separate limits have been set as "Lower Trigger" and "Upper Trigger" in respect of monitorable parameters like Duration of Investments, VaR on investment etc under the Risk Appetite Framework. The requirement is that the reports should capture the position vis-a-vis such limits under Risk Appetite Framework.	3		
7	Stop Loss Monitoring of Domestic	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
	Investments as per the norms of Bank			
8	Computation of Duration (portfolio wise/instrument wise)	3		
9	Computation of M Duration (portfolio wise/instrument wise)	3		
10	Computation of Convexity	2		
11	Computation of Present Value Basis Points	2		
12	Computation of MTM position of the treasury investments – fixed income instruments, MF, equity etc. on daily basis	3		
13	Computation MTM of Derivative Product on monthly basis	3		
14	Computation of credit exposure on CCIRS & IRS	3		
15	Valuation of outstanding forward contracts (including swaps)	3		
16	Computation of exposure to counterparties on account of various FX transactions viz., FX deals, FD in foreign currency with Banks, IRS & CCIRS with banks.	3		
17	<p>Separate module/ facility for updating details of non-treasury investments with upload facility.</p> <p>There are around 250 transactions under non-treasury investment portfolio mainly related Venture capital fund. The software is expected to help in generating consolidated report of non-treasury investments with their classification and valuation data. Further, there is</p>	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
	requirement to capture the details of investments, which are outside the Treasury Portfolio. The objective is to monitor the aggregate investment portfolio, as regards compliance with the HTM stipulation etc.			
18	Setting up of Instrument wise limit (as percentage of the aggregate treasury investments as also on absolute numbers)	3		
19	Updation of rating migration on periodic basis for various investments	3		
20	Monitoring of HTM % as per RBI guidelines	3		
21	Setting up internal control limits (i) Instrument wise limit (ii) Counterparty limit (iii) Broker turnover limit (iv) MF Limit (v) Dealer limit (vi) daily turnover limit [all the feature to have "Maker" and "Checker" in the workflow].	3		
22	Option to keep the limits as "Hard Limits" and "Soft Limits"	3		
23	MF limit updation to capture CRISIL Fund ranking, AAUM, Safety Rating	3		
24	Alerts for designated / identified users if the above limits have breached the tolerance limits defined as per Risk Appetite Framework of the Bank.	3		
25	Stipulation and monitoring of the aggregate investment in Tier II bonds (permitted upto 10% of the total capital of investing FI)	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
26	Stipulation and monitoring of the investment in unlisted non-government debt securities (not more than 10% of total investment in non-Government securities)	3		
27	Stipulation and monitoring of minimum investment in short term instruments (minimum of 30% of surplus funds in short term instruments)	3		
28	Monitoring of book profit and stop loss limits as per extant DoP	3		
29	System to capture details of brokers vis-a-vis the criteria as per Investment Policy for empanelment	3		
30	Facility to upload the sanctioned limits for various counterparties as and when approved by the Bank	3		
31	Feature to design a report for monitoring Concentration Risk – mix of various parameters (counterparty and instrument wise).	2		
32	Computation of interest on all investments in domestic treasury, FC Fixed Deposit, Derivative transactions, Borrowings, Lending etc. and to facilitate the flow of data to existing ALM System (outstanding position and cashflow data)	3		
33	Log of transactions to be stored and retrieved in the form of a report for a specific period.	3		
34	Ability to extract all reports / other data in EXCEL spreadsheet for off-line analysis.	3		

14. Reports required for Mid Office

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
1	Outstanding Forward Contracts	3		
2	Aggregate Gap Limits Report for 06 months	3		
3	List of portfolio transferred	3		
4	Report on Present Value (PV01) of Investments on a comparative basis between 2 dates	3		
5	Report on daily currency position	3		
6	Aggregate Gap Limits Report (Currency wise and Total i.e. in USD terms) for 12 months	3		
7	IGL Report (Currency wise and Month wise)	3		
8	Interbank Deals O/s Report	3		
9	Counter Party Limit Exposure Report	3		
10	NOSTRO Balances Report	3		
11	Outstanding Forward Contracts	3		
12	Report Designer Tool	2		
13	Report on securities kept as margin	3		
14	Capital Charge Calculation on Market Risk (Standard approach) based on Basel-III guidelines.	3		
15	VaR Calculation (Monte Carlo Method) Instrument wise and Portfolio wise with tolerance levels	3		
16	PV01 Report instrument wise and portfolio wise with tolerance levels	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
17	Weekly Liquidity Report	2		
18	Weekly/Monthly Position Report	3		
19	Risk Appetite Report	3		
20	Stop Los Monitoring Domestic	3		
21	M Duration (portfolio wise/instrument wise) on a comparative basis between 2 dates	3		
22	Position Limit Monitoring Report (Dealer wise, instrument wise and portfolio wise)	3		
23	Daily Transaction Monitoring Report (Dealer wise, instrument wise and portfolio wise)	3		
24	MTM of Derivative Product	3		
25	Average Daily Aggregate Gap (FX) across all currencies	3		
26	Largest Aggregate Gap across all currencies during the period	2		
27	NOOP Limit fixed by the bank – Net overnight open position	3		
28	Daily reports covering the following areas (i) Outstanding investments – Treasury Investments (Face Value, Book Value & Market Value) – comparative position with the previous working day (ii) Aggregate Outstanding investments investment reports (Face Value, Book Value & Market Value) – comparative position with the previous working day	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
	(iii) Details of investments / borrowing outstanding as on any date capturing all the treasury investments and borrowings (key data like date of investment, description of investments, face value, book value, maturity date, next interest date etc. to be captured. (iv) Instrument wise limit and position as on the reporting date (v) Counterparty exposure on all the investments and FX exposure. (vi) Valuation report of all the individual investments as on any date (vii) Daily turnover limit report (viii) Report on profit on sale of investments (ix) Dealer limit vis-à-vis dealer wise transaction (x) Breach events on any of the limits set.			
29	Regulatory Reports (viz. NA Template, Capital Charge) as per annexure XVIII	3		
30	Outstanding Report on Investments in selected instruments on a comparative basis between 2 dates	3		
31	Report on return of investment in all instruments on a comparative basis between 2 dates	3		
32	Report on sanctioned TO limit of counterparties on a comparative basis between 3 dates 3 years viz. as on 'dd/mm' for past 3 years.	3		
33	Report giving the details of outstanding position and cash flow	3		

Sl.No.	Particulars	Level	Response [Vendor Score]	Remarks
	data in connection with the ALM data form a specified date			
34	User designed reports for various analysis	2		
35	Maximum Exposure against the sanctioned limit in any particular instrument during a given period (date range)	3		
36	Maximum Exposure against the sanctioned TO limit for any counterparty during a given period (date range)	3		
37	Report on Outstanding investments between 2 time period viz., Y-o-Y, Q-o-Q, M-o-M etc.	3		
38	Report on annual exposures approved for different counterparties for atleast 3 previous years	2		

15. Interface with Existing Systems of the Bank and Other portals

Sl. No.	Particulars	Level	Response [Vendor Score]	Remarks
1	NDS-OM dealing system – For automatic updation of TREPS borrowing limit	3		
2	Interface with Integrated Risk Management System (comprising of CORE, CAM, etc.)	3		
3	ALM System (to be capable for providing ALM Data for any back date)	3		
4	Citrix Application for aggregate counterparty risk exposure	3		

Sl. No.	Particulars	Level	Response [Vendor Score]	Remarks
5	Interface with Citrix application for capturing the counterparty wise treasury limits (TO Limits)	3		
6	Resource Management System (RMS) software. The RMS software is having FD data which needs to be integrated with the proposed ITMS solution.	3		
7	Market data source for computation of MTM of various investments.	3		

16. IT Requirements

Sl.No.	Requirement Description	Level	Response [Vendor Score]	Remarks
1	New role creation and menu assignment to the created roles to be front end menu driven	3		
2	Admin rights for user creation (maker/checker/viewing rights), modification and disabling feature to be provided separately for Front Office, Back Office and Mid Office	3		
3	ISIN to be mandatory field for all investments	3		
4	CIF to be mandatory field for all investments and to flow from the CIF creation module in Flexcube	3		
5	Internal rating to be mandatory field for all counterparties except Mutual Funds	2		
6	The system should have the provision	3		

Sl.No.	Requirement Description	Level	Response [Vendor Score]	Remarks
	to inactivate user-ids automatically and alert to be forwarded to admin, if remain intact for a specified period. It should be front end menu driven.			
7	Multiple logins by same user ID, on single or multiple machines/systems, at a time should not be permitted.	3		
8	Privilege control mechanism should be available in all user ids.	3		
9	Screen lock out time facility should be set for all applications and it should be front end menu driven	3		
10	The system should be capable of demarcating user access such as front office (Dealers), Back Office and Middle Office to various menus	3		
11	Data archival should be possible through front end menu driven	2		
12	The archived data should be able to retrieve on subsequent dates	2		
13	Automated syncing of application patches between DC and DR server	3		
14	Bank should be ready to operate from DR site within 1 hr in case of exigency Recovery Point Object (RPO) and Recovery Time Object (RTO) as specified by the Bank. Bidder need to provide Hardware and Software required both at DC/DR sites for the implementation of the proposed ITMS solution, which includes Server Hardware & OS, Database, Middleware, etc.	3		
15	All reports and Exceptional transactions during EOD and BOD should be able to	3		

Sl.No.	Requirement Description	Level	Response [Vendor Score]	Remarks
	print on subsequent dates			
16	DR site testing in every 6 months	3		
17	Password history should be kept and old passwords should not be allowed to be reused	3		
18	Periodic tuning of database	3		
19	Allow purging of data without affecting integrity and data consistency	3		
20	Maker checker concept in menus in the application	3		
21	Provide Backups during the EOD such as pre-EOD, during EOD(Break point), post EOD	3		
22	Support interfacing with all standard printers	3		
23	Support interfacing with various types of scanners/imaging devices/barcode readers, etc.	1		
24	Support inbuilt software lock to disable use of the software based on a predefined period of inactivity	3		
25	Support for password expiry facility based on pre-defined period	3		
26	Support allowing users to change passwords	3		
27	Support storage of the last n passwords, where n should be configurable	3		
28	Disallow the usage of the last n passwords and prompt user to enter new password	3		

Sl.No.	Requirement Description	Level	Response [Vendor Score]	Remarks
29	Support maintenance of prohibited password list	3		
30	Support storage of password, in the database, in encrypted form	3		
31	Support inactive time logout where the period should be definable	3		
32	Support for automatic blocking of the user after a predefined number of incorrect logins	3		
33	Allow for only the system administrator to unlock such ids	3		
34	Support security level access definition to be controlled by the predefined authorities (system administrators)	3		
35	Support following operations in user management-Creation, modification, Disable/enable (temp suspension) Lock/unlock (wrong password), Deletion (irrevocable soft deletion), Dormant/Active (After N number of 2days)	3		
36	Soft deletion(marked for delete but not removed from the system)	1		
37	Provide alerts in case of exceptions before authorization/approval to Admin of Mid Office	3		
38	System should have ability to handle rollbacks/recoveries in case of exceptions during both normal commit and two phase commit, with admin rights only	3		
39	System should have necessary controls to ensure data consistency across all modules	3		

Sl.No.	Requirement Description	Level	Response [Vendor Score]	Remarks
40	Support assigning privileges to users for functions such as display screens, menus, fields, reports	3		
41	Provide ability to control external access to database	3		
42	Provide for defining the external access levels based on database access and table access	3		
43	Allow for database backup to be divided into full database, static tables, transaction tables, user defined tables	3		
44	Should provide comprehensive audit trail features such as daily activities log are merged into the history log files, date, time and user-stamped transactions checklist are on-line generated for different transactions for both maker and checker. Detailed information including GL entries generated, deal slips, authorization, settlement details, processing users and documents generated are registered in the transaction checklist. All transaction screens should display system information including Function ID and name, processing date, current time, current user, daily activity reports are provided to highlight all the transactions being processed during the day. Unsuccessful attempts to log into the system should be recorded. All attempts to access/change system data should be system driven.	3		
45	Maintenance of holiday master, currency wise and centre wise	3		
46	API to consume and API to produce facility to be made available	3		

Sl.No.	Requirement Description	Level	Response [Vendor Score]	Remarks
47	SWIFT message transmission and receipt through MQ services	3		
48	Interfacing with CBS and other systems through API, MQ, or webservices etc.	3		
49	Interfacing with REUTERS and other Liquidity partners	3		
50	CCIL, NDS OM, TREPS, etc. are using file for data flow to ITMS currently. Whether API can be used for the same if supported by platform providers	1		
51	Data flow to and from CBS under STP without manual intervention	3		
52	SOC integration of all activities in the application has to be logged to SIEM solution and performance monitoring tools (event logs, exception logs, audit logs)	3		
53	Reports relating to the user management like user created during a period, disabled during a period, user list as on given date, number of users logged-on on a given day, last password change date, last log on date, etc.	3		
54	Virtual Machine (VM) Infrastructure to be supported for installation implementation	3		
55	All allied/related software used for ITMS application should be licensed versions	3		
56	Standard Operating Procedure (SOP) for all modules to be provided (both functional and technical)	3		

Sl.No.	Requirement Description	Level	Response [Vendor Score]	Remarks
58	All Data integrations between systems to be achieved by STP without manual intervention	3		
59	2FA (two factor authentication) to be made available.	3		
60	Application to support FIX Protocol (Sending and Receiving) for PLUGIN integration with other financial services			
61	In case of open APIs, gist of APIs that can be consumed for fetching data from ITMS to be shared with Bank	3		
62	The application should be architecture neutral and support scaling	3		
63	Domestic/Forex/Mid-office modules to Go Live on phase wise as mentioned in RfP.	3		
64	Regulatory requirement like IND AS, FX, Retail, SWIFT, SFMS related standard changes to be supported as and when required by Bank without additional customization charges	3		
65	Should support integration with email and sms solution of bank	3		
66	All existing integrations of ITMS applications with other systems (CBS/Citrix-DFS/SWIFT/Middleware-IDBI ICONNECT/SBI-CMP/BALM) to be implemented as part of migration	3		
67	ITMS to CBS-Flexcube integrator or web services, API, etc.	2		
68	ITMS to SWIFT-MQ based	3		
69	ITMS to Middleware-Data to be pushed to a table in a given format	3		

Sl.No.	Requirement Description	Level	Response [Vendor Score]	Remarks
70	ITMS to SBI CMP any other third party bank cash management platform -Data to be pushed to a table in a given format / or through API	3		
71	ITMS to other system – Data to be pushed to a table in a given format or in XML format or API or web services	3		
72	Application should have redundancy to avoid any single point of failure	3		
73	Users should be able to access the applications through URL (web based inside intranet)	3		
74	Application to be accessible across multiple hardware like desktop, all in one PC, thin-client and VDI	3		

9.19 Annexure – XIX :: Installation Certificate

Installation Certificate

1	Vendor Name	
2	RfP No	----- dated 2021
3	Purchase Order No and Date	
4	Invoice No. and date	
5	Description of equipment	
6	Serial No's of equipment	
7	Date of Delivery	
8	Installation Date	
9	Certificate	Implementation of INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) has been installed successfully at DC and DR sites.

Name of SIDBI official : _____

Designation : _____

Signature : _____

Date : _____

Seal :

9.20 Annexure – XX :: Acceptance Certificate

Acceptance Certificate Format

1	Vendor Name	
2	RfP No	----- dated 2021
3	Purchase Order No and Date	
4	Invoice No. and date	
5	Description of equipment	
6	Serial No's of equipment	
7	Date of Delivery	
8	Installation Date	
9	Certificate	INTEGRATED TREASURY MANAGEMENT SOFTWARE (ITMS) has been installed successfully installed & implemented as per the order.

Name of SIDBI official : _____

Designation : _____

Signature : _____

Date : _____

Seal : _____

9.21 Annexure – XXI :: MIS Report

1. Domestic Treasury

FIFO/WAC wise profitability report, OSMOS Data to RBI , NA Template to RBI, Capital Charge related reports, Deal cancellation Alert/Report, Automated RTGS/Investment Slip for Investment/(full/partial) redemption towards Mutual Fund, Automated e-mail generation towards Mutual Fund generation and redemption requests, Sectoral Exposure for Equity Investments, Monitoring of Sector wise Limit, Outstanding Investment in Listed/Unlisted Securities, Stop Loss/take Profit Limit Alerts for Equity Deals and related reports, Alerts based on real time market information from Reuters/Bloomberg, (Rate scan), Asset classification-NPI updation. Asset wise returns for a particular period, Weighted average return for Money market instruments for a particular period, Investment ledger for a period, Profit/Income Statement for Money Market operations, Summary of Sanction report for a period, Counterparty wise exposure as per SIDBI formats, Instrument wise average Daily, fortnightly, Monthly, Quarterly, Yearly Funds Deployed, Instrument wise Interest Income, Yield and Profit for a period, Liquidity profiling of Investments, Average, Daily ,fortnightly, Monthly, Quarterly, Yearly funds deployed, Broker turnover report, Portfolio YTM on outstanding securities, Duration, Mod-Duration, VaR computations, Yield on average funds deployed excluding/including MTM on HFT category, Deal Ticket (showing Stock Movement), Deal Confirmation, Deal cancellation Slip, Demat account reconciliation, SGL reconciliation, Pre-Deal Analysis, Month end Post Sanction reporting(Formats to be discussed), Provision for entering Surplus at the beginning of the day for continuous monitoring of Breach of Instrument wise Limit, Dynamic reports, viz. Calculation of returns for Specific Instruments for Specific period & categorization of Investment based on Short Terms and Long term etc. SMS/E-Mail alerts towards summary of Investment o/s at EOD. Details of Investment / Borrowing as on particular period, privately placed/Public placed Investments, Rated/ Unrated Investments, Dividend Forecast Report, Event Alerts, Fixed Deposit Placement and Maturity letter, Balance Confirmation reports, etc. Interface for uploading the NOSTRO bank account transactions (FC). Fetching NAVs from Reuters/ AMFI and calculation of daily returns and holding returns for Mutual fund portfolio. Daily Mail generation with event alerts for front office and back office.

2. Forex Treasury

- Daily fund position.
- Deal Ticket and Deal confirmation for all deals.
- Hourly Rate Scan report, Settlement reports, Liquidity Forecast ,Forward Contract cancellation report, Outstanding deals, Deals entered, Income for a period, Qtr end/ Year end, balance confirmations, Currency wise Trail balance, daily NOSTRO reconciliation, Limit monitoring report, AGL, Consolidated R-Return (Including BOP and QE file), report towards regulatory

submission to RBI, Report to monitor Forex position and gaps, report for Generation of Daily Morning Card rates, Pre-Deal analysis. Exception reports generated from treasury: Failed trades, Off-market trades, after-hours and off-premises trading etc.

- Preparation of Revalued Currency wise Trial balance as on date.
- Settlement reports viz. RTGS/Transfer of Funds letters.

Outstanding Forward Contract Details.

3. **Derivatives**

Hourly Rate Scan report, Settlement reports, Liquidity Forecast, Forward Contract cancellation report, Outstanding deals, Deals entered, Income for a period, Qtr end/ Year end balance confirmations, Currency wise Trail balance, daily NOSTRO reconciliation, Limit monitoring report, report to monitor Forex position and gaps, , Pre-Deal analysis including computation of INR / FX cost on deal, Quote Invitation letter sent to banks, Settlement reports viz. RTGS/Transfer of Funds letters.

4. **Forex Borrowings**

Borrowing Deal Ticket, Borrowing Deal confirmation, Interest accrued, maturity intimation to counterparties, Interest/principal payments, Periodical movement under a line (Variance Analysis), Event alerts, Balance Confirmation, Counterparty limit monitoring report, Regulatory reports to be submitted to RBI/regulatory agencies, Associated reports towards items mentioned above, Settlement reports viz. RTGS/Transfer of Funds letters.

5. **Forex Investments**

Deal Ticket, Deal confirmation, Interest accrued, maturity intimation to counterparties, Interest/principal payments, Periodical movement under a line (Variance Analysis), Event alerts, Balance Confirmation, Counterparty limit monitoring report, Regulatory reports to be submitted to RBI/regulatory agencies, Associated reports towards items mentioned above, Settlement reports viz. RTGS/Transfer of Funds letters.

6. **Domestic Borrowings**

Deal Ticket, Deal confirmation, Post deal letters to be issued to regulatory authorities / counterparties, Interest accrued, maturity intimation to counterparties, Maturity interest/principal payments, ISIN extinguishment, Periodical movement under any asset class(Variance Analysis), Put/Call option letters, Event alerts, Balance Confirmation, Report towards top 20 investors, Counterparty limit monitoring report, Regulatory reports to be submitted to RBI/regulatory agencies, Associated reports towards items mentioned above, Settlement reports viz. RTGS/Transfer of Funds letters. Auto built up of Debt service calendar : An exclusive report; Alert system with emphasis on 1. Record Date 2. Put/Call Date, NSE reporting date for Coupon/ Redemption of USB; BENPOS upload for redemption of CP, CD, USB and payment integration; Extinguishment letters on redemption to NSDL, CDSL, NSE, RTA and CRA; Auto

generation of CP/CD accretion voucher; Reports to the requirement of DT;
Flexibility in Customised Report Generation

7. **Mid Office Requirements**

Risk Based Data Reporting to RBI

MIS should comprise of Reports on instrument wise outstanding, details on investment & borrowings, valuation of treasury investments, counterparty wise, instrument wise exposures, profit on sale etc. for a specific period/date.

All valuations including India specific valuations like FIMMDA, FEDAI and any other valuation as specified by regulators should be in-built. The systems should be capable of adapting to the new changes proposed by regulators from time to time basis by way of easy configuration through front end.

9.22 Annexure – XXII:: Undertaking for Central Minimum Wages Act & Labour Laws

(To be submitted on Bidder's letter head, duly signed by authorized signatory)

[To be included in Technical Bid Envelope]

Date:

The General Manager (TRMV)
Small Industries Development Bank of India,
4th Floor, Swavalamban Bhawan,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai – 400 051

Dear Sir,

Undertaking for Central Minimum Wages Act & Labour Laws

Further to our proposal dated, in response to the Request for Proposal (RfP No: Dated), hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

1. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank.
2. We ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. We would comply with Governments rules and regulations like minimum wages act, Provident fund and ESIC facility standard for the employees / resources deployed by us on-site for the said project.
3. Proof of compliance and labour license are attached with herewith.

Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

9.23 Annexure – XXIII:: Undertaking Letter for GST Law

(To be submitted on Bidder's letter head, duly signed by authorized signatory)

[To be included in Technical Bid Envelope]

Date:

The General Manager (TRMV)
Small Industries Development Bank of India,
4th Floor, Swavalamban Bhawan,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai – 400 051

Dear Sir,

Undertaking for GST Law

Further to our proposal to dated, in response to the Request for Proposal (RfP No: Dated) , hereinafter referred to as "RFP" issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Thanking you,

Yours sincerely,

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

9.24 Annexure – XXIV:: Infrastructure Details

[To be included in Eligibility Bid Envelope]

A. Software License Components

Bidder has to furnish details of licenses for all software components being proposed for implementation of the solution in all the environments (DC, DR & UAT / Development). Information may be furnished as per following format:

Sl . No.	Name of Software License Components License	License Type (Named user /Concurrent)	Qty	Remarks, if any
1				
2				
3				
....				

Note: Additional rows may be added for furnishing information based on requirement.

B. Hardware

Bidder has to furnish all hardware details & specifications in the following format required for implementation of the solution at all the three environments (DC, DR & UAT / Development).

S r No.	Server Name	Pur pose	Details										
			Qua ntity	Ma ke / Mo del	O S	C P U	Clo ck Spee d	Specifi cation with numbe r of Cores	Proce ssors	Stor age	R A M	Any othe r refer enc e	
	Produc tion Enviro nment (DC)												
												
												
	DR Enviro nment												
												
												
	UAT/ Develo pment												
												
												

Note: Additional rows may be added for furnishing information based on requirement.

9.25 Annexure – XXV:: Application Integrity Statement

(To be submitted on Company letter head)

Date: _____

To

Small Industries Development Bank of India,

Dear Sir,

Application Integrity Statement

We, <..... company name>, the OEM of the software , hereby confirm that:

1. The above supplied / proposed software is free of any malware, free of any obvious bugs and free of any covert channels in the code.
2. We follow industry standards viz. Open Web Application Security Project (OWASP) guidelines during software development / maintenance.
3. Any new versions / patches of the software released in future shall also be free of any malware, free of any obvious bugs and free of any covert channels in the code.

Further, we agree to submit this declaration on annual basis for the supplied software.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

RfP Document