



भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

प्रस्ताव का आमंत्रण –

मार्केट डाटा फीड्स की खरीद और उसका कोषागार तथा आस्ति देयताएँ प्रबंधन सिस्टम
(एएलएम) के साथ इंटरफेस

Request for Proposal for
**PROCUREMENT OF MARKET DATA FEEDS
AND INTERFACE WITH TREASURY AND ALM SYSTEMS**

टेंडर सं. / Tender No.	400/2020/1538/BYO/RiMD
टेंडर जारी करने की तिथि / Tender Issue Date	23 जनवरी 2020 / January 23, 2020
पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting	29 जनवरी 2020 / January 29, 2020
पूर्व-बोली बैठक / Pre Bid meeting (No clarifications would be given after pre-bid meeting)	31 जनवरी 2020 / January 31, 2020
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	07 फरवरी 2020 / February 07, 2020
तकनीकी बोलियां खोलने की तिथि / Date of opening of Commercial Bids	To be advised later

गोपनीयता की सूचना Notice of Confidentiality:

यह दस्तावेज़, इसके परिशिष्ट और सभी संलग्नक भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। दस्तावेज़ के विषय-सूची, इस के परिशिष्ट, और सभी संलग्नकों का उपयोग केवल इस आरएफपी का जवाब देने के लिए ही उपलब्ध कराए गए हैं। इसे सिडबी की स्पष्ट लिखित अनुमति के बिना किसी भी अन्य माध्यम पर अभिलेखांकित, छायाकृत अथवा वितरित न किया जाए।

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Important Clarifications

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

- i. 'The Bank' or 'SIDBI' or buyer means 'Small Industries Development Bank of India'.
- ii. 'Successful Bidder' refers to the bidder who gets selected by the Bank after completion of evaluation process.
- iii. 'Service Provider' refers to the successful bidder who provides the services to the Bank after the contract is awarded by the Bank, also abbreviated as 'SP'.
- iv. 'RFP' or 'Tender' means the Request For Proposal document
- v. 'Bid' may be interchangeably referred to as 'Offer'.
- vi. "Bidder/ Applicant/ Consultant" means the eligible entity or firm who is submitting its proposal for providing services to SIDBI.
- vii. "Partner" means a professional sharing profit in the firm/ LLP as defined under Partnership Act and / or Limited Liability Partnership Act.
- viii. "Personnel/ Professional" means full time qualified staff on the payroll of the bidder.
- ix. "Proposal/ Bid" means the Minimum Eligibility Proposal and the Commercial Proposal.
- x. "Assignment / Job" means the work to be performed by the Consultant pursuant to the contract.
- xi. "Contract" means the contract signed by the parties and all the attached documents and the appendices.
- xii. "Day" means calendar day
- xiii. "Parties"- party or parties means SIDBI or Bidder / Selected Bidder / Consultant or both as the case may be.
- xiv. Financial Institutions (FIs) means Export - Import Bank of India (Exim Bank), National Bank for Agriculture and Rural Development (NABARD), Small Industries Development Bank of India (SIDBI) and National Housing Bank (NHB)
- xv. "Authorised Signatory" of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.

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Critical Information/ महत्वपूर्ण सूचना

(RfP No. 400/2020/1538/BYO/RiMD dated January 23, 2020)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting	29 जनवरी 2020/ January 29, 2020	5:00 pm
2	पूर्व-बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा।) / Pre Bid meeting (<i>no clarifications would be given after pre-bid meeting</i>)	31 जनवरी 2020 / January 31, 2020	3:00 pm
3	बोली पूर्व बैठक की निष्कर्ष तक पूछे गए पृच्छाओं के स्पष्टीकरण को बैंक के वेबसाइट और सीपीपी पोर्टल में होस्ट करना। Hosting of clarifications in Banks website and CPP portal for queries asked till the conclusion of the pre-bid meeting	04 फरवरी 2020/ February 04, 2020	3:00 pm
4	बोली जमा करने की अंतिम तिथि / Last date for submission of bids /	07 फरवरी 2020/ February 07, 2020	3:00 pm
5	बोली जमा करने का पता / Address for Bid Submission	महाप्रबन्धक (आर.आई.एम्.वी.) / General Manager (RiMV) Small Industries Development Bank of India Samrudhi Venture Park, Upper Ground Floor, MIDC Industrial Area, Marol, Andheri (East) Mumbai – 400 093	
6	न्यूनतम पात्रता बोली खोलने की तिथि व समय / Date & Time of Opening of Minimum Eligibility bid	07 फरवरी 2020/ February 07, 2020	5.00 pm
7	वाणिज्यिक बोली खोलने की तिथि व समय / Date and time of opening of commercial bids	बाद में सूचित किया जायेगा/ To be intimated at a later date	
8	बोली के वैधता / Bid Validity	बोली जमा करने की अंतिम तिथि से साठ दिन तक / Sixty days from the last date of bid submission.	
9	सिडबी अधिकारियों के संपर्क विवरण /Contact details of SIDBI official	As mentioned in Para 1.13	
10	बयानाजमाराशि / Earnest Money Deposit	₹34,000/- (Rupees <u>Thirty Four</u> thousand only)	
11	टेंडरमूल्य/ Tender Cost	₹500/- (Rupees Five hundred only)	

1. Introduction and Disclaimers

1.1 Purpose of RfP

This Request for Proposal document ('RfP document' or RfP) has been prepared solely for the purpose of enabling SIDBI to procure the market data feeds and interface with Integrated Treasury Management Software, referred as the "Treasury System" hereafter and Asset Liability Management (ALM) System.

The Bank invites proposals from competent and authorized Bidders for the scope defined in this tender document towards Design, Supply, Configuration, Customisation and Operations & Maintenance of Market Data Feeds. Bank needs to integrate / interface such Market Data Feeds with banking applications viz., Treasury System and ALM System or such other systems as may be required in future, as per Bank's requirement. The bidder should provide for all necessary technical implementation and integration for end-to-end implementation. The market data feed should comply with various existing regulatory, technical and procedural guidelines and also those which come into place from time to time.

The contract duration would be initially for a period of two years . The contract may be terminated at any time in the event the service is found to be unsatisfactory or for any reason thereof. The successful bidder has to provide the services on daily basis.

Proposals are invited from vendors for supply of above mentioned market data feed for DC, DR and UAT and implementation of the same by interfacing with SIDBI's Mumbai Data Centre (MDC) and Chennai Disaster Recovery Site (CDR). 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 as detailed in this document.

The tender methodology being followed is under Two Bid System viz., (i) **Pre-qualification / Minimum Eligibility Criteria** and (ii) **Commercial bid**. Bid Evaluation methodology and eligibility criteria has been detailed in **Chapter 5**.

1.2 Existing Setup

At present the market data feed is obtained manually from various sources viz., Fixed Income Money Market and Derivatives Association of India (FIMMDA); Financial Benchmark India Pvt Ltd (FBIL); Association of Mutual Funds in India (AMFI); Foreign

Exchange Dealers Association of India (FEDAI); National Stock Exchange (NSE); Bombay Stock Exchange (BSE) etc. These data are uploaded / updated / added to the Credence systems from the front end.

All the recipient systems are deployed centrally at the Data Center and Web Servers. Applications are accessed over WAN using Citrix web client or Internet browser.

The ALM System implementation has been concluded for various modules, except for Value at Risk module. The present RfP is to initiate the implementation of VaR module, with interface with the market data sources, Treasury System.

An indicative list of interfacing applications for market data feeds are given below :-

Sl. No.	Application Name	Use of the application
1	Ideal – FIS (Credence)	Treasury (Domestic)
2	Ideal – FX (Credence)	Treasury (Forex)
3	Ideal – Borrowing (Credence)	All borrowings (Forex and Rupee)
4	Ideal – Derivatives (Credence)	Derivative Deals (Forex and Rupee)
5	BALM	Asset Liability Management / Value at Risk

Note :- The successful Bidder should take up a study and determine the applications relevant for which the market data would be fetched.

1.3 Information Provided

The RFP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. 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.

1.4 For Respondent only

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

1.5 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether

foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.6 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.

1.7 No Legal relationship

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

1.8 Recipient Obligation to Inform Itself

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

1.9 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 document.

1.10 Acceptance of Selection Process

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

1.11 Errors and Omissions

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document, but not later than last date for seeking clarification for pre-bid meeting as indicated under ‘Critical Information’ section mentioned above.

1.12 Acceptance of Terms

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

1.13 Requests for Proposal

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

Contact Person / Department	Designation	Email ID	Telephone / Mobile No.
Subhada Yadav	Manager	subhada@sidbi.in	022- 68562606 / 75075 18383
Priyanka Padmakar Gaikwad	Asst. Gen. Manager	priyankag@sidbi.in	022- 68562613 / 98227 82791
Atanu Bhattacharyya	Asst. Gen. Manager (Systems)	atanu@sidbi.in	022- 67221491 / 8017834339
Sreepathy S	Dy. Gen. Manager	sreepathy@sidbi.in	022- 68562601/ 99453 39475

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

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

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

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

1.14 Notification

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

1.15 Proposal Ownership

The proposal and all supporting documentation submitted by the vendors shall become the property of SIDBI unless the bank agrees to the vendors specific request in writing, that the proposal and documentation be returned or destroyed.

□□□□□□□□□□

2. Information to Bidders

2.1 Preface

The Bank may, at its discretion, reject any Respondent where the Bid Price has not been remitted with this RFP response.

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.

Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables with quality under the project. It will be sole responsibility of selected bidder to deliver each and everything as per the scope of the project during the contract period. SIDBI shall not be responsible in case of bidder's failure to notice any information or any requirement is underestimated, not understood or not interpreted in right direction during preparation / submitting the response.

Unless expressly overridden by the specific agreement to be entered into between the Bank and successful Bidder, the RfP shall be the governing document for arrangement between the Bank and the Bidders.

2.2 RfP closing date

RfP Response should be received by SIDBI not later than the time mentioned in 'Critical Information' section above, at the defined address of SIDBI Office premises.

2.3 RFP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period of **60 days** from the date of the submission of bids.

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.

Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

2.4 Late RfP Policy

Responses received after the due date / time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened **within 02 weeks from the last date of bid submission date and SIDBI will not be responsible for any mis-happening or non-delivery of such un-opened bid in any manner.**

2.5 Tender Form Cost

Non-refundable Bid Price of ₹ 500/- (Rupees Five hundred only) 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. The Bank may, at its discretion, reject any Bidder where Tender Form Cost has not been furnished with the bid documents.

2.6 Earnest Money Deposit

All the responses must be accompanied by a refundable interest free security deposit of ₹ 34,000/- (Rupees Thirty Four thousand only).

Earnest Money Deposit (EMD) should be in the form of :-

- (i) Demand Draft / Banker's Cheque issued by any Scheduled Commercial Bank in India in favour of "Small Industries Development Bank of India" payable at Mumbai.

OR

- (ii) Bank Guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure J**.

Format of EMD / Bid Security is prescribed in **Annexure K** . Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

No interest will be paid on EMD. Request for exemption from EMD will not be entertained.

The EMD amount BG of all unsuccessful bidders would be refunded / returned immediately upon occurrence of any of the following events, whichever is earlier :-

- (i) Issue of Letter of Intent / Purchase Order to the successful bidder.
OR
- (ii) The end of the bid validity period, including extended period (if any)
OR
- (iii) Receipt of the signed contract and performance security from the successful bidder.

Successful Bidder will be refunded the EMD amount only after submission of performance guarantee by the bidder.

The bid security may be forfeited if :

- (i) Bidder withdraws its bids during the period of bid validity.

- (ii) Bidder makes any statement or encloses any form which turns out to be false / incorrect any time prior to signing of the contract.
- (iii) In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.
- (iv) Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a maximum period of 3 years.

2.7 Performance Bank Guarantee

The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee from Scheduled Commercial Bank in the form and manner provided by the Bank equivalent to 10% of contract value. The performance guarantee will be valid at least six months beyond the expiry of the contract period.

PBG is to be submitted within ONE month from the date of award of contract as per the format provided by Bank. The EMD / Bank Guarantee of the successful bidder / consultant may be forfeited by the Bank, if the service provider / bidder fails to furnish Performance Bank Guarantee within ONE month from the date of selection by the Bank for any reason whatsoever. The cost of Performance Guarantee would have to be borne by the successful bidder.

In the event of non-performance of obligation or failure to meet terms of this RfP / Contract, the Bank shall be entitled to involve the Performance Guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.

Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

On faithful execution and completion of contract in all respects to the satisfaction of the Bank, the Performance Guarantee of the Bidder shall be released by SIDBI.

2.8 Forfeiture of Performance Security

The Bank shall be at liberty to set off / adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss / damage.

In the event of non-performance of obligation or failure to meet terms of this RfP / Contract, the Bank shall be entitled to invoke the Performance Guarantee without notice or right of demur to the Bidder.

2.9 Receiving of RfP Response

Receiving of RfP response will be recorded by SIDBI in a 'Bid/ Tender Receiving 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 preferably 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 / email mode, the RfP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of the 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.

2.10 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone.
 2. All queries relating to the RFP, proposals or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.
 3. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. The Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
 4. The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.
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2.11 Pre-Bid Meeting

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 after the pre-bid meeting.
2. It would be the responsibility of the Bidders to be present at the venue of the meeting.

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” Section. Bank has discretion to consider any other queries raised by the bidder’s representative during the pre-bid meeting.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the **Bank website (www.sidbi.in) within 02 working days of the pre-bid meeting**. It would be the responsibility of the bidder to check the websites before final submission of bids.
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.

2.12 Amendment to the bidding document

1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
2. 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.
3. The amendment will be posted on the Bank’s website (www.sidbi.in) and CPP Portal (<http://eprocure.gov.in>)
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.

2.13 Deadline for submission of Bids

The bids must be received by the Bank at the specified address not later than the date / time specified in “Critical Information” section.

In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.14 Modification And / Or Withdrawal of Bids

The Bidder may modify or withdraw its bid after the bid 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.

The Bid modification or withdrawal notice must be on the bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

No request for modification or withdrawal of Bid will be entertained after the deadline for submission of bids.

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.

2.15 Opening of Bids by the Bank

Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Bid Critical Information' sheet.

On the scheduled date and time mentioned in the 'Critical Information' section above, Minimum Eligibility will be opened by the designated Committee of the Bank in presences of Bidders representatives in **SIDBI, Samrudhi Venture Park, Andheri East, Mumbai**. 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 bidder's representatives who are present shall sign a register / document evidencing their attendance.

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 Bid/s and the bank at its discretion will proceed further with opening of the bids in their absence.

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

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.

2.16 Disqualification

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

2.17 Selection process

Successful Bidder will be selected through three bid evaluation process:

- [A]. Pre-qualification / Minimum Eligibility Criteria
- [B]. Commercial Evaluation

2.18 Details of Bids to be Submitted

1. Bidders are required to submit their responses in a non-window sealed TWO envelopes superscribing “RfP – Procurement of Market Data Feeds and Interface with Treasury and ALM Systems ” with contents of each as under:

Envelope	Bid Contents	No. of Copies	Label of Envelope
I	<p>Pre-qualification / Minimum Eligibility Criteria</p> <p>i. Response to Minimum Eligibility Criteria as per format prescribed in Annexure- E</p> <p>ii. Declaration regarding clean track record, as per format prescribed in Annexure- F</p> <p>iii. Bank Mandate Form as per format prescribed in Annexure- G</p> <p>iv. Pre-contract Integrity pact as per format prescribed in Annexure- I</p>	Hardcopy	<p>“Pre-qualification/ Minimum Eligibility – Procurement of Market Data Feeds and Interface with Treasury and ALM Systems_ – RFP No. 400/2020/1538/ BYO/RiMD dated January 23 , 2020.</p>
II	<p>Commercial Bid</p> <p>i. Commercial Bid Covering letter as per format prescribed in Annexure- A</p> <p>ii. Response to Commercial Bid as per format prescribed in Annexure- B</p>	Hardcopy	<p>“Commercial Bid- Procurement of Market Data Feeds and Interface with Treasury and ALM Systems_– RFP No. 400/2020/1538/ BYO/RiMD dated January 23, 2020</p>

Above mentioned two separately sealed sub-envelopes with proper labelling should be put together in another master sealed envelope super-scribing “Procurement of Market Data Feeds and Interface with Treasury and ALM Systems –. RFP No. 400/2020/1538/BYO/RiMD dated January 23, 2020

All the individual envelopes must be super-scribed with the following information as well:

- i. Name of the bidder, Contact Number and mail id.

- ii. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

2.19 Pre Contract Integrity Pact (IP)

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

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure - I** on the letter head of the bidder. However, the successful bidder has to submit the same in **non-judicial stamp paper** of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of work Order.

The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri Ashok Sinha (IAS Retd) as on Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows :-

Shri Ashok Sinha, IAS (Retd)
13 Yayati, Sect – 58 A, Nerul (West)
Palm Beach Road,
Navi Mumbai 400 706
Email Id – asinha51@gmail.com

2.20 Erasures or Alterations

The offers containing erasures or alternations 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. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK” , “accepted” , “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

2.21 Non-disclosure Agreement

Selected bidder has to submit Non-disclosure Agreement as per the format at **Annexure – H** .

2.22 Important

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

1. Authorized signatory must sign all the pages of the response.

2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed/emailed copies of any submission are not acceptable and will be rejected by the Bank.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. **The RFP is floated on SIDBI website <http://www.sidbi.in>, Central Public Procurement Portal (CPPP) at eprocure.gov.in.** SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be posted on website. Bidders must have close watch on SIDBI website during the intervening period before submitting response to RFP.
7. The bidder cannot quote for the project in part.
8. Each bidder shall submit only one proposal.
9. The envelope(s) shall be addressed to the Bank at the address given below :
The General Manager
Risk Management Vertical
Small Industries Development Bank of India
Samruddhi Venture Park
MIDC Industrial Area
Andheri East
Mumbai
10. If the envelope(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

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3. Background

3.1 Introduction

SIDBI, set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities. The business strategy of SIDBI is to address the financial and non-financial gaps in MSME eco-system. Financial support to MSMEs is provided by way of (a) Indirect refinance to banks / Financial Institutions for onward lending to MSMEs and (b) direct finance in the niche areas like sustainable finance, receivable financing, service sector financing, etc.

The financial products of SIDBI cater to diverse requirements of micro, small and medium enterprises (MSMEs) directly as also indirectly through other financial intermediaries/ corporations/ banks.

SIDBI has 3 subsidiaries viz., Micro Units Development & Refinance Agency Ltd (MUDRA), SIDBI Venture Capital Limited (SVCL) & SIDBI Trustee Company Limited (STCL).

Please visit SIDBI website (www.sidbi.in) for complete information on the function of the Bank and list of subsidiary /associate organizations of SIDBI.

3.2 Risk Management & System Infrastructure in SIDBI

With the liberalisation of financial system, use of technology, increased competition for business from banks / FIs, introduction of global standards for risk management, etc., RBI has been suitably incorporating need-based changes in the risk management practices in the banking system. SIDBI, has also adopted improved risk management practices by introducing systems, structures, etc. in respect of credit risk management, operational risk management and market risk management. As part of the on-going process of introducing better risk management systems in SIDBI, Integrated Risk Management Systems have been implemented.

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4. Project Scope

4.1 Objective/ Purpose

SIDBI intends to implement VaR module in the ALM System procured from M/s Surya Software Systems Pvt Ltd., Bengaluru. The work also involves automation of Mark to Market computation being carried out in the Treasury Systems (of M/s Credence Analytics (I) Pvt Ltd, Mumbai).

The above requires market data feed on various treasury investments to the relevant systems. As part of implementation of the VaR Module, SIDBI intends that the Bidder would arrange for market data feed, interface / integration with the recipient systems viz., Treasury Systems and / or ALM System, along with the supply of software (if any), implementation planning, design & implementation to meet the requirement as per scope in close coordination with respective vendors for Treasury and ALM Systems.

The Treasury System and ALM System are installed at banks data centre (DC and DR location). The market data feed would be through an auto synchronization. The data feed should be configured with automatic replication to DR site with Recovery point objective (RPO) and Recovery Time Objective (RTO) as specified by the Bank's policy. The selected bidder has to work in close liase with the other vendors viz., M/s Credence Analytics (I) Pvt Ltd), Mumbai (of the Treasury System) and M/s Surya Software Systems Pvt Ltd., Bengaluru (of the ALM System) or such other systems that may be implemented in future including the upgradation, if any, of the existing arrangements.

4.2 Scope of work and Requirement

The Bidder is expected to provide the market data feed through **Application to Application internal application programming interface (A2A API)** in coordination with respective vendors for various investments, FX operations of SIDBI as also arrange for interface with the Treasury System and ALM System.

The various investments and FX operations are listed hereunder :-

- (i) Investment in G Sec / T- Bills
- (ii) Investment in Bonds / zero coupon bonds /Tax free Bonds / Debentures
- (iii) Investment in Commercial Papers
- (iv) Investment in Certificate of Deposits
- (v) Investment in Mutual Funds
- (vi) Investment in ETF
- (vii) Investment in Equity
- (viii)FX deals including swap transactions, forward deals
- (ix) FX / INR derivative transactions (viz.CCIRS, IRS)

The data feed requirements could be gauged from indicative size of the investments / FX transactions as indicated below :-

Sl. No.	Nature of investment / transaction	No. of invt outstdg
1	Investment in G Sec / T Bills	10
2	Investment in Bonds / zero coupon bonds / Tax free bonds / Debentures	25
3	Investment in Commercial Papers	5
4	Investment in Certificate of Deposits	5
5	Investment in Mutual Funds	20
6	Investment in ETF	5
7	Investment in Equity	5
8	FX deals (including swap transactions)	10
9	FX / INR derivative transactions	75
	Total	165

Nature and source (indicative) of the requisite market data are as table below :-

Sl. No.	Nature of investment / transaction	Source	To Credence	To BALM
1	Investment in G Sec / T Bills	Actual traded data/ FIMMDA / FBIL	Daily EOD Data – Yield	Daily EOD
2	Investment in Bonds / zero coupon bonds/ Tax free bonds / Debentures	Actual traded data/ FIMMDA / FBIL	Daily EOD Data – Yield	Daily EOD
3	Investment in Commercial Papers	Actual traded data/ FIMMDA / FBIL	Daily EOD Data – Yield	Daily EOD
4	Investment in Certificate of Deposits	Actual traded data/ FIMMDA / FBIL	Daily EOD Data – Yield	Daily EOD
5	Investment in Mutual Funds	AMFI	NAV	NAV
6	Investment in ETF	NSE	NAV	NAV
7	Investment in Equity	NSE & BSE	Closing Price Opening, High, Low, Close of Index	Closing Price
8	FX deals (including swap transactions)	FBIL	Reference Rates	Reference Rates

9	FX / INR derivative transactions	FEDAI	Revaluation Rates	Revaluation Rates
10	In respect of Sl. No. (1) to (4)	-	-	History Data (365 days) - price

The Bidder shall arrange for market data on daily basis in respect of the above detailed operations.

The daily data for computing MTM of the investments would be made available to the Treasury System, on EOD basis.

The historical data (for one year period), yield curve etc. for computing VaR of the investments would be made available to the ALM System, on EOD basis. The forex rates also would be made available to the ALM System on EOD basis.

The interface would be initiated simultaneously with the Treasury System (managed by M/s Credence Analytics (I) Pvt Ltd), Mumbai) and the ALM System (managed by M/s Surya Software Systems Pvt Ltd., Bengaluru).

The interface would be using API based integration.

The Bidder shall agree to provide for an initial stabilization period of 45 days starting from the date of commencement of the assignment, before raising any invoice. Besides, the bidder is also bound to provide / facilitate the market data feed, if any either Credence or Surya Software would like to take up a Proof of Concept (PoC) through a trial id. Thus, the market data feed would be provided on trial basis in the above detailed instances of the implementation.

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The arrangement for market data would be for initial period of two years from the date of raising the first invoice by the Bidder i.e., completion of initial stabilization period of 45 days as detailed in this section .

The Bidder is expected to work in close co-ordination with the vendors of the Treasury System and ALM System, in building the interface.

The Bidder shall also be responsible for identifying the detailed interface requirements for integrating with the Treasury System and ALM System and for all other functionalities as mentioned in this RfP.

The Bidder must ensure that all the proposed source agree to share data dictionaries with the Bank for statutory and regulatory requirements at no cost and assist the Bank in mapping their data formats and semantics with the new products as required by the Bank during the contract period.

The Bank reserves the rights to prioritize the interface building with the Treasury System and ALM System.

The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with the Bank's architecture principles.

The Bidder will present to the Bank the interface requirement for review. Any suggestions from the Bank will have to be included by the Bidder.

The Bidder also will be responsible for developing, testing and maintaining the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.

The Bidder must ensure that all the interfaces are automated with no manual intervention.

The Bidder will ensure and incorporate all necessary security and control features within the application, operating system, data base etc. so as to maintain integrity and confidentiality of data at all times.

The Bidder will be responsible for setting up the test environment for interface testing.

The Bidder must ensure that a sound methodology is implemented to manage the interfaces.

The Bidder would facilitate interface with any different system, which SIDBI would feel the need of, at a future date

4.3 Deliverables Documentations

Planning and project kick-off meeting and its Minutes of Meeting.

Architecture Design document and customization requirement details (if any).

Implementation and Configuration Procedures document.

Solution Requirements Document.

4.4 Responsibility of SIDBI

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.

Provide details of contact person at the location / office who would be coordinating during interface (UAT and GO LIVE).

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5. Process of Selection

The process of selection would be as follows :

- (i) Issue of RfP
- (ii) Clarification / Pre-Bid Meeting
- (iii) Submission of Bids
- (iv) Opening of **Pre-qualification / Minimum Eligibility Criteria**
- (v) Opening of financial bids of the Bidders that are qualified Pre-qualification/ Minimum Eligibility Criteria stage
- (vi) Award of contract

5.1 Eligibility

A list of the qualifying requirements which includes details of overall approach to the areas listed in this RfP along with experience and expertise in handling similar projects/ assignments in the past and the supportive documents that need to be submitted are given in table below. Along with these documents, the Bidder must also submit “Undertaking” as per **Annexure C**.

- (1) The proposal should adhere to the following ‘Minimum Eligibility Criteria’. Bank reserves the right to cancel / reject the Bids or call for clarification in this regard.

S No	Eligibility Criteria*	Documents to be submitted
1.	The Bidder should be a Government Organization / Public Sector Unit / Partnership Firm/ Limited Liability Partnership/ Private Limited Company/ Public Limited Company Registered or Incorporated in India. It should not be Individual/ Proprietary Firm / HUF etc.	<ul style="list-style-type: none"> • Partnership firm: Certified copy of Partnership Deed. • LLP – LLP Agreement , Registration • Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. • Reference of Act/Notification.

		<ul style="list-style-type: none"> For other eligible entities: Applicable documents.
2.	The Bidder should not have been black listed / barred / disqualified by any regulator / statutory body / Government Financial Institutions / Banks / Government / Semi-Government departments / PSUs in India, as on the date of submission of bid.	A self-declaration by the Bidder on Bidder's letter head.
3.	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of SIDBI / associate institutions	A self-declaration by the Bidder, duly signed by the authorized signatory, on Bidder's letter head.
4.	The Bidder must have a currently valid GST registration certificate and PAN Card.	Self-declaration with supporting documents pertaining GST registration certificate and PAN.
5.	The Bidder should have an in-house capability to take up assignment on their own. Joint and collative Bids will not be accepted	A self-declaration by the Bidder, duly signed by the authorized signatory, on Bidder's letter head.
6.	The Bidder should have a minimum turnover of at least INR 50 crores or equivalent per annum in last 3 financial years as on the date of submission of Bid.	Duly certified copy of the audited financial statement for the respective years.
7.	The Bidder should be in EBITDA for the last 3 financial years as on the date of submission of Bid .	
8.	The bidder should have positive net worth in the last three years financial years as on the date of submission of Bid	

9.	Bidder should have adequate technical / professional staff, should already have been associated with similar support with them on permanent rolls.	A self-declaration by the Bidder, duly signed by the authorized signatory, on Bidder's letter head.
10.	The Bidder should have demonstrated capability and domain expertise in the area of market data feed, as evidenced from assignments completed for client banks/ financial institutions. Bidder to provide minimum 5 reference sites where its feeds are integrated with client applications(s).	A self-declaration by the Bidder [duly signed by the authorized signatory, on Bidder's letter head] indicating the scope of engagement, period of engagement, name of person in-charge on client side with contact number(s) and email ids.
9.	Bidder should be capable of providing valuation for illiquid bonds and other fixed income securities. Bidder should have defined method for valuation of illiquid securities.	Relevant supporting document
10.	Data Feed solution to have a single platform with flexible data delivery interfaces including GUI access, FTP and a web service Interactive API (Request / Response) for non streaming access	Undertaking to this effect to be submitted.

(*) Eligibility Criteria shall also include the Bidder along with its Affiliates/ Group companies/member firms working under the common brand name and engaged in similar activity registered in India.

Note:

- Documentary evidence needs to be submitted by the bidder for each of the eligibility criteria.
- Self-declaration must be on company letter head and needs to be signed by authorized signatory.
- In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale, etc) in the last three financial years (FY 2016-17, 2017-18, 2018-19), it may showcase credentials of

its erstwhile current entity provided sufficient documentary proof is submitted the bid to evince that such credentials have accrued to / transferred to are in the name of the bidding entity and the bidding entity is authorized to use such credentials.

(2) Conflict of interest

- (a) Bank requires that the selected consultants provide professional, objective, and impartial advice, and at all times hold Bank's interest's paramount, strictly avoid conflicts with other assignment(s) / job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from Bank.
- (b) Without limitation on the generality of the foregoing, the selected consultants, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:
 - i. **Conflicting assignment/job:** The consultant (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of consultancy to be executed for the same and/or for another employer.
 - ii. **Conflicting relationships:** The consultant (including its personnel) having a business or family relationship with a member of Bank's staff, who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to Bank throughout the selection process and the execution of the contract.
- (c) The bidders must disclose in their tender details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest if they were awarded the contract pursuant to this RfP.
- (d) If the tenderers identify any potential conflict, they should state how they intend to avoid such conflicts.
- (e) SIDBI reserves the right to reject any tender which, in SIDBI's opinion, gives rise, or could potentially give rise to, a conflict of interest.

5.2 Financial Bid

The Financial bid will contain the financial quote covering the total price (inclusive of professional fees, cost of undertaking the assignment, travelling allowance, halting allowance, out of pocket expenses and all other expenses). GST / any other applicable taxes should be included. The Bidders will bid for the entire duration of

12 months of the contract. No upward revision in the price would be considered on any count. Relevant price information and the rates should be quoted in Indian Rupees only. The format of Financial Bid is given in **Annexure B**. The Financial bid made by the Bidder should take care of the following points:-

- a. Financial Bid containing conditional offers will be rejected.
- b. In case of discrepancy in words and figures, the price quoted in words will be taken as final.
- c. There should not be any hidden costs for the items quoted.
- d. The Bank is not responsible for the arithmetical accuracy of the bid. The Bidders will have to ensure all calculations are accurate.
- e. The Bank at any point of time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank later will not accept any plea of the Bidder or changes in the financial offer for any such assumptions.
- f. Any overwriting, erasure, etc. must be initiated by the authorized person.
- g. It may be noted that the Bank will not pay any other amount and expenses except as indicated above.
- h. The Bank will pay GST as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful Bidder.
- i. The Bidder shall consider all conditions and difficulties that may be encountered during assignment, while quoting the rate.

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6. Submission of Bids

The process of selection would be as follows :

6.1 The response to the RfP

The response to the RfP will be in two parts :-

- i. Minimum Eligibility and
- ii. Financial Bid

All the two parts should be submitted at the same time, but in separately sealed envelopes giving full particulars in the manner specified in the points below. The envelopes should reach on or before the timeline mentioned in the Important Information for RfP given at the beginning of this RfP.

6.2 RfP response documents

The RfP response documents should be submitted in paper copies of the following :-

- i. Envelope 1 (2 sets – 1 Original + 1 Photocopy)
A sealed envelope containing full particulars of Minimum Eligibility criteria (specified in Section 5.1) should be super scribed “MINIMUM ELIGIBILITY - Procurement of Market Data Feeds and Interface with Treasury and ALM Systems”.
- ii. Envelope 2
A sealed envelope containing Financial Bid Document (specified in Section 5.2) should be super scribed “FINANCIAL BID – Procurement of Market Data Feeds and Interface with Treasury and ALM Systems”.
- iii. Envelope 3
The above TWO envelopes should be put together in a THIRD envelope super scribing “Procurement of Market Data Feeds and Interface with Treasury and ALM Systems”
- iv. The e-mail address and phone / fax numbers of the Bidder should also be indicated on the sealed envelopes.
- v. The proposal should be prepared in English. All correspondence will be in English. The Bid shall be typed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to bind the Bidder to the contract. The person or persons signing the Bids shall initial all pages of the Bids. Any interlineations, erasures or overwriting shall be valid only if they are initiated by the person signing the Bids. The bank reserves the right to reject the Bids not conforming to the above.

- vi. The Bidder shall submit the proposals / Bid properly in a file that the papers are not loose. All the pages of the proposals including documentary proofs, should numbers as "Page #".
- vii. Only one submission of the RfP response by each Bidder will be permitted. In case of multiple submissions by the Bidder, the first submission made will be given precedence except in conditions indicated at 6.3 (vii).
- viii. Submission of bids by Fax transmission or emails is not allowed and will be considered invalid.
- ix. The Bid must be submitted to the Bank at the following address :-
Small Industries Development Bank of India
Samdrudhi Venture Park
Upper Ground Floor
MIDC Road
Anderi East,
Mumbai – 400 093

6.3 Rules for responding to this RfP

- i. The Bidders should use the formats prescribed by the bank in submission of the RfP response.
- ii. All responses received after the due date / time as mentioned in advertisement would be considered late and would be liable to be rejected.
- iii. Documents not required as part of the Tender should not be provided.
- iv. All bid responses would be deemed to be irrevocable offers / proposals from the Bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected Bidder. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank.
- v. The Bank reserves the right whether or not to allow / permit changes in the technical requirements and whether or not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- vi. The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RfP circulated by the Bank. The Bidder shall be fully responsible for deviations to the terms and conditions etc. as proposed in the RfP.

- vii. If related parties (as defined below) submit more than one bid then both / all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion :-
- a. Bids submitted by the holding company and its subsidiary
 - b. Bids submitted by one or more companies having common director/s.
 - c. Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
 - d. Bids submitted by one or more companies in the same group of promoters / management.
 - e. Any other bid the Bank in the sole discretion decides is in the nature of multiple bids.

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7. Evaluation Methodology

7.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the Important Information for RfP given in the beginning of the RfP. During the opening of the bids, the Bidders can depute an authorized representative will be given in this regard to the Bidders for deputing their representatives. The representative has to submit an authority letter duly signed by the Bidder, authorizing him to represent and attend the Bid opening on behalf of the Bidder. The authorized representative present having photo identification, shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the Bidders.

7.2 Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RfP requirement. The Bidders meeting the eligibility criteria will be taken forward to the next stage of commercial evaluation.

7.3 Evaluation of Commercial Bid

1. In this phase, the Commercial Bids as per **Annexure B** of the Bidders, who are found qualified in previous phase, will be taken for commercial evaluation.
2. The date for opening of commercial bids will be separately advised through e-mail.
3. Qualified bids would be announced before the representatives of the Bidders and the commercial bids of those Bidders would be opened for commercial evaluation.

7.4 Final Selection of the eligible bidder

The Bank has adopted a two (2) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.

1. Minimum Eligibility Criteria
2. Commercial Bids

The Bank shall evaluate first the 'Eligibility Criteria' bid. 'Commercial bids' shall be opened for only the qualified bidders out of the previous phase. The final selection will be done based on the lowest responsive bid i.e. L1 bidder.

In the case of tie between two or more bidders, a fresh commercial bid will be called upon from these bidders for evaluation and selection of the vendor.

The Bidders shall submit their offers strictly in accordance with the terms and condition of the Tender document.

7.5 Notification of Outcome

Bank will notify the consultant who has been appointed either in writing or by email as soon as practicable, about the outcome of the RfP evaluation process. Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of SIDBI shall be final, conclusive and binding on all the Bidders / parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

7.6 Signing of the Contract

The successful Bidder shall be required to enter into a contract with the Bank within 30 days of the award of the contract / PO / LOI or within such extended period as may be specified by Bank, based on terms and conditions as contained in this RfP

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8. General terms and conditions to contract

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.

8.1 Non transferable bid

This bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing.

The bidder should also submit an undertaking on the letter head to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

8.2 Format and signing of Bid

Each page of the bid shall be made in a legal name of the bidder and shall be signed and duly stamped by the bidder or a person duly authorized to sign on behalf of the bidder.

8.3 Commercial Bid

1. The Bidder is required to quote in Indian Rupees ('INR' / '₹'). Bids in currencies other than INR may not be considered.
2. The commercial Bid should be submitted in the format prescribed in the RfP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
3. 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.
4. 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.
5. The Bidder would not charge any additional amount for carrying out any interface requirement in future.

8.4 Preliminary Examinations

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.

8.5 No Commitment to Accept Lowest or Any Offer

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

8.6 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 from the Bank before submission of bids.

8.7 Contacting the Bank

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.

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.

8.8 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.

8.9 No Employer – Employee Relationship

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.

8.10 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.

8.11 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:

“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.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

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

8.12 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.

8.13 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.

8.14 Confidentiality

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 H** on non-judicial stamp paper of appropriate value at the time of submission of bids.

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.

8.15 Miscellaneous

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

8.16 Award of Contract

Based on the Minimum Eligibility and Commercial Bid evaluation, the successful bidder will be decided based on **Clause 7.4** of this RfP and the same shall be recommended for award of the contract.

In the case of tie between two or more bidders, a fresh commercial bid will be called upon from these bidders for evaluation and selection of the consultant.

8.17 Clarification of Bids

During evaluation of bids, if found necessary, Bank may seek clarification of the bid from the bidder. The request for clarification and the response shall be in writing.

8.18 Notification of Awards

The acceptance of a bid, subject to contract, eligibility compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of offer of contract / service order at the address supplied by the bidder in the tender response.

Any change of address of the Bidder, should therefore be promptly notified to:

General Manager

Small Industries Development Bank of India
Samrudhi Venture Park,
Upper Ground Floor,
MIDC Road, MIDC Industrial Area,
Marol, Andheri (East),
Mumbai – 400093

The written offer of contract / order issued to the successful bidder would need to be accepted by the bidder in writing within **15 days** from the date of issue of the offer.

8.19 Acceptance of Work Order

The successful bidder / consultant will be required to accept the work order issued by the Bank within **15 days** of work order and deliver the acceptance copy to the Bank. The failure, delay or evasion on the part of the successful bidder / consultant to accept the work order will result in cancellation work order and Bank retains its right to issue work order to the next highest scorer or may start the entire RFP process a fresh.

8.20 Payment Terms

Bank will release payment of the agreed professional fees to the selected bidder after deduction of applicable taxes at source. The payment terms will be as follows:

Particulars	Percentage
On Quarterly basis, in arrears. The first such payment would fall due after three months from the date of completion of initial stabilization period of 45 days. Stabilization period will start from the date of commencement of the project.. The subsequent quarterly payments would fall due after completion of 3 month period thereafter.	3 months payment based on the agreed monthly fees .

8.21 Applicable laws

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

8.22 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.

8.23 Time Frame

The assignment will have to commenced in a duration of 30 days from the date of letter of intent/ award of contract or such time frame as may be mutually agreed to by SIDBI and the Bidder.

8.24 Bank reserves the right to the following

- Reject any or all proposals received in response to the RFP without giving any reason whatsoever. However, the Bank, on the specific request of the bidders, may furnish reasons for rejecting a tender.
- Reject the proposals received in response to the RFP containing any deviation.
- Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- Extend the time for submission of proposal.
- Modify the RFP document, by an amendment that would be notified on the Bank's website.
- To independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended services for similar assignment.
- Modify the time period stipulated in Clause 8.23 above for commencement of assignment during the execution of assignment if it deems fit.

8.25 Other Terms

- a. The proposals and related Annexures should be signed by the authorized representative/s of the successful Consultant. The executants' authority to represent and bind the Consultant Company / Firm must be confirmed by a written authority letter issued by the Competent Authority of the Consultant Company / Firm fee the proposal.
- b. The proposal should be submitted strictly in the formats provided in this RFP document.
- c. The bidder / consultant selected for the assignment should adhere to the quality standards, all applicable regulatory directions/ guidelines in this regard.

- d. The bidder / consultant selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.
- e. The proposal should be free of overwriting/ corrections / alterations.
- f. All bids and supporting documentation shall be submitted in English.
- g. The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.
- h. The Commercial Bid shall be opened in due course, after completion of minimum eligibility evaluation, in the presence of Bidders / their representatives, who choose to attend. The authorization letter for attending the Bid Opening is given at **Annexure – D**. The date and venue for opening the commercial bid shall be separately informed to the bidders who come out successful in the eligibility evaluation process as per the methodology mentioned in the **Chapter 7**.
- i. It is hereby clarified that the Bid / response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the respective Bid/ response to the RFP void and the same shall be liable to be rejected by the Bank without further going into the merits of the tender.
- j. It is also clarified that in case of any difference/change between Bid/ response to the RFP document submitted by the participant and the RFP document maintained by Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the participant.

8.26 Compliance Confirmation

The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

8.27 Undertaking by Bidder/ Consultant

The bidder / consultant shall furnish the following Undertaking as a part of the proposal.

“We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concern or our Partners, CEO, Directors / Managers / Employees and if it arises we will intimate the Bank of the same”.

The bidder / consultant shall further ensure the compliance of the guidelines issued by Central Vigilance Commission for the purpose of selection and employment of consultants.

As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of contracts:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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 firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

8.28 Assignment

The bidder shall not assign or outsource the works awarded to them under this RFP, whether actually or as the result of takeover, merger or other change of identity or character of the bidder upon any such assignment or transfer the engagement may be forthwith terminated by SIDBI.

8.29 Representations and Warranties

- a) That the bidder is a Partnership firm/LLP/Company which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by Bank.
- b) That the bidder is not involved in any litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.
- c) That the representations made by the bidder in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Engagement and the RFP Documents and unless Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.

- d) That the Bidder has the professional skills, personnel and resources/ authorizations/ approvals/ infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this Engagement.
- e) That the Bidder shall use such assets of Bank as Bank may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. 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.
- f) That the 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 Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.
- g) That all the representations and warranties as have been made by the Bidder with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.
- h) That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- i) That there are –
- (1) No legal proceedings pending or threatened against bidder or any of its partners or its team which adversely affect/may affect performance under this Engagement; and
 - (2) No inquiries or investigations have been threatened, commenced or pending against the bidder or any of its Partners or its team members by any statutory or regulatory or investigative agencies.
- j) That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Engagement.
- k) That all conditions precedent under the Engagement has been complied.
- l) That neither the execution nor delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the Engagement:
- (1) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the bidder.
 - (2) 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 bidder is a party or by

which it or any of its property or assets is bound or to which it may be subject.

8.30 Confidentiality Clause

The bidder shall hold in confidence all information, documentation etc. which come to their knowledge ('Confidential Information') and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without prior written consent of bank.

Confidential Information means information which is by its nature confidential or is designated by the bank as confidential and includes:

- a) All information marked or otherwise designated as confidential;
- b) Information which relates to the financial position; the internal management structure, the Personnel, policies and strategies of bank,
- c) Bank Data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank, its Subsidiary and Associate or other information or data whether such data is permanent or otherwise;
- d) Any other information which the parties specifically declared as confidential.

The restriction imposed in this clause does not apply to any disclosure of information:

- i) Which at the material time was in the public domain other than by breach of this clause; or
- ii) Which is required by law to be communicated to a person who is authorized by law to receive that information.

The selector bidder shall execute separate non-disclosure agreement in **Annexure H** format immediately after the selection.

8.31 Termination of Contract

Disputes about Events of Termination

SIDBI may at its sole discretion and at any time terminate the contract and inform the consultant by written instructions. Normally there will be notice period for termination. In the event of the contract being so terminated the consultant shall take such steps, as are necessary to bring the services to an end in a cost effective, timely and orderly manner.

1. Bank also reserves its right to terminate the contract in the event of one or more of the following situations:
 - a) Unnecessary or unwarranted delay in execution of the work allotted.
 - b) Delay in submission of reports beyond the stipulated periods.
 - c) Breach of trust is noticed during any stage of the consultancy assignment.

d) Services found to be unsatisfactory

e) For any other valid reason

8.32 Publicity

Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicitly written permission of Bank

8.33 Force Majeure

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 layout disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the part 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.

The bidder shall not be liable for liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the bidder shall promptly notify Bank in writing of such conditions, the cause thereof and the change that is necessitated due to the conditions. Unless otherwise directed by Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. SIDBI may terminate the contract or suspend its performance. In such an event the consultant shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.

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.

2. Penalty would not be applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to the Bank or Force Majeure.

8.34 Resolution of Disputes

1. It will be the Bank's endeavor 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.
2. In case of Dispute or difference arising between the Bank and a Bidder 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 Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the arbitrator shall be final.
3. 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.
4. 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.
5. 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.
6. 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. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
8. No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

8.35 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

8.36 Governing Law/Jurisdiction

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

8.37 Data Privacy

SIDBI has the sole ownership of and the right to use, all data that may be in possession of the Successful bidder/Service provider 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 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".

8.38 Taxes and Duties

The bidder/Successful 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 his cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force.

8.39 IPR Infringement

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

8.40 No employer and employee relationship

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

Others- 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. 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. The bidder shall allow the Bank, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, and all the related documents.

8.41 Indemnity

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:

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

8.42 No third-party rights

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."

8.43 Statutory and regulatory compliance towards: ESIC & EPFO

The bidder/Service provider should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidder/Service provider have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regards to transactions under RfP. The bidder also has to ensure that they are compliant to the Minimum Wages Act (MWA) for deployment of resources across sites nationwide (if applicable).

□□□□□□□□□□

9. Annexures and Appendix

9.1 Annexure A – BID COVERING LETTER

(to be furnished in the Consultant's letter head)
(to be submitted in sealed envelope)

RfP for Procurement of Market Data Feeds and Interface with Treasury and ALM Systems
[400/2020/1538/BYO/RiMD dated January 23, 2020]

Place

Date

To:

General Manager

Small Industries Development Bank of India
Samrudhi Venture Park,
Upper Ground Floor,
MIDC Road, MIDC Industrial Area,
Marol, Andheri (East),
Mumbai – 400 093

Sir,

We the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services **for Procurement of Market Data Feeds and Interface with Treasury and ALM Systems** in accordance with your RfP dated January 23, 2020 and submit the following as per requirement:-

1. Bid Price: We enclose a Demand Draft / Banker's cheque of ₹ 500/- (Rupees Five hundred only) towards non-refundable bid price.
2. Earnest Money Deposit (EMD) / Bid Security : We have enclosed a Demand Draft / banker's cheque / Bank Guarantee (BG) of the sum of ₹ 34,000/- (Rupees Thirty Four thousand only) towards EMD / Bid Security.
3. Minimum Eligibility bid, Technical Bid and Commercial bid inside separate envelopes in prescribed formats.

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

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 60 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.

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. 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 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.

Yours faithfully,
(Name & designation, seal of the firm)
Encl: Commercial Offer in sealed envelope.

9.2 Annexure B - COMMERCIAL BID

(To be included in Commercial Proposal Envelope)

Date:

Sir,

**Sub: RfP for Procurement of Market Data Feeds
and Interface with Treasury and ALM Systems
[400/2020/1538/BYO/RiMD dated January 23, 2020]**

In terms of the above-mentioned RfP document we submit herewith the commercial bid (fees) for the assignment proposed by the Bank .

	Cost per month (inclusive with all applicable taxes)
In figures (₹)	
In words (Rupees)	

TERMS AND CONDITIONS

- 1) The above quoted fee would be valid for the contract period of two years.
- 2) We undertake to deliver all the deliverables as envisaged in the proposal/agreement.
- 3) Bank will deduct tax (TDS) while releasing payment, if applicable as per the law.

Dated this day of 2020

(Signature) (in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

9.3 Annexure C - UNDERTAKING

(Undertaking from the bidder on Consultant's letter head)

We (and our employees) shall not, unless The Bank gives permission in writing, disclose any part or whole of this RFP document (**RFP No. 400/2020/1538/BYO/RiMD dated January 23, 2020**), of the proposal, and / or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or 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. The employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the Bank make use of any document or information given by the user, except for purposes of performing the contract award.

We shall ensure the compliance of the guidelines of Central Vigilance Commission for the purpose of selection and employment of Consultants.

In case of breach, the Bank shall take such legal action as deemed fit.

Signature and seal of authorized person

Date:

Place:

9.4 Annexure D - AUTHORIZATION LETTER FORMAT

(to be furnished in the Consultant's letter head)

**RfP for Procurement of Market Data Feeds and
Interface with Treasury and ALM Systems
[400/2020/1538/BYO/RiMD dated January 23, 2020]**Place.....
Date.....

To:
General Manager
Small Industries Development Bank of India
Samrudhi Venture Park,
Upper Ground Floor,
MIDC Road, MIDC Industrial Area,
Marol, Andheri (East),
Mumbai – 400093

Sir,

Subject: Authorization Letter for attending the Bid Opening**This has reference to your RfP for Procurement of Market Data Feeds and Interface
with Treasury and ALM Systems .**

Mr./Miss/Mrs.....is hereby
authorized to attend the Bid Opening of the above RFP
Dated.....onon behalf of our organization.
The specimen signature is attested below:

(Name & Designation)
Specimen Signature of Representative

(Name & Designation)
Signature of Authorizing Authority

(Name & Designation)
Signature of Attesting Authority

Date:
Place:

9.5 Annexure E - Minimum Eligibility Bid

RfP for Procurement of Market Data Feeds and Interface with Treasury and ALM Systems [400/2020/1538/BYO/RiMD dated January 23, 2020]

Proposals of bidders not complying with the 'Eligibility criteria' or who fail to submit documentary evidence thereon are liable to be rejected and will not be considered for further evaluation.

The proposal of the bidder should adhere to the following Eligibility Criteria

S No	Eligibility Criteria*	Documents to be submitted	Compliance [Yes/ No]	Attachment Tag
1.	The Bidder should be a Government Organization / Public Sector Unit / Partnership Firm/ Limited Liability Partnership/ Private Limited Company/ Public Limited Company Registered or Incorporated in India. It should not be Individual/ Proprietary Firm / HUF etc.	<ul style="list-style-type: none"> • Partnership firm: Certified copy of Partnership Deed. • LLP – LLP Agreement , Registration • Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. • Reference of Act/Notification. • For other eligible entities: Applicable documents. 		
2.	The Bidder should not have been black listed / barred / disqualified by any regulator / statutory body / Government Financial Institutions / Banks / Government / Semi-Government departments / PSUs in	A self-declaration by the Bidder on Bidder's letter head.		

	India, as on the date of submission of bid.			
3.	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of SIDBI / associate institutions	A self-declaration by the Bidder, duly signed by the authorized signatory, on Bidder's letter head.		
4.	The Bidder must have a currently valid GST registration certificate and PAN Card.	Self-declaration with supporting documents pertaining GST registration certificate and PAN.		
5.	The Bidder should have an in-house capability to take up assignment on their own. Joint and collative Bids will not be accepted	A self-declaration by the Bidder, duly signed by the authorized signatory, on Bidder's letter head.		
6.	The Bidder should have a minimum turnover of at least INR 50 crores or equivalent per annum in last 3 financial years as on the date of submission of Bid.	Duly certified copy of the audited financial statement for the respective years.		
7.	The Bidder should be in EBITDA for the last 3 financial years as on the date of submission of Bid .			
8.	The bidder should have positive net worth in the last three years financial years as on the date of submission of Bid			
9.	Bidder should have adequate technical / professional staff, should	A self-declaration by the Bidder, duly signed by the		

	already have been associated with similar support with them on permanent rolls.	authorized signatory, on Bidder's letter head.		
10.	<p>The Bidder should have demonstrated capability and domain expertise in the area of market data feed, as evidenced from assignments completed for client banks/ financial institutions.</p> <p>Bidder to provide minimum 5 reference sites where its feeds are integrated with client applications(s).</p>	<p>A self-declaration by the Bidder [duly signed by the authorized signatory, on Bidder's letter head] indicating the scope of engagement, period of engagement, name of person in-charge on client side with contact number(s) and email ids.</p>		
11.	<p>Bidder should be capable of providing valuation for illiquid bonds and other fixed income securities. Bidder should have defined method for valuation of illiquid securities.</p>	<p>Relevant supporting document</p>		
12.	<p>Data Feed solution to have a single platform with flexible data delivery interfaces including GUI access, FTP and a web service Interactive API (Request / Response) for non streaming access</p>	<p>Undertaking to this effect to be submitted.</p>		

9.6 Annexure F – Declaration regarding Clean Track Record

**RfP for Procurement of Market Data Feeds and
Interface with Treasury and ALM Systems
[RFP No. 400/2020/1538/BYO/RiMD dated January 23, 2020]**

Date:

General Manager

Small Industries Development Bank of India
Samrudhi Venture Park,
Upper Ground Floor,
MIDC Road, MIDC Industrial Area,
Marol, Andheri (East),
Mumbai – 400093

Dear Sir,

Declaration Regarding Clean Track Record

I/we have carefully gone through the Terms & Conditions contained in the **RFP No. 400/2020/1538/BYO/RiMD dated January 23, 2020** regarding **Procurement of Market Data Feeds and Interface with Treasury and ALM Systems** .

I/we hereby declare that our Company / LLP / Firm has not been debarred / black listed by any Public Sector Bank, PSU, RBI, IBA or any other Government / Semi Government organizations in India during last five years. I/we declare that there is no disciplinary action initiated by any regulatory / statutory body against Company / LLP / Firm or Directors / Partner(s) during last 3 years. I/we further certify that I am/we are competent officer in my Company / Firm / LLP to make this declaration that my/our bid is binding on me/us and persons claiming through me/us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

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

9.7 Annexure G – Bank Mandate Form

(To be submitted in Duplicate)

**RfP for Procurement of Market Data Feeds and Interface with Treasury and ALM Systems
[400/2020/1538/BYO/RiMD dated January 23, 2020]**

(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														
MICR No.																				
Account type	Saving					Current					Cash Credit									
Account No.	(as appearing in the Cheque book)																			
(Code number appearing on the MICR¹ cheque 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 / SBI / 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.

9.8 Annexure H - Non-Disclosure Agreement

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

**RfP for Procurement of Market Data Feeds and
Interface with Treasury and ALM Systems
[400/2020/1538/BYO/RiMD dated January 23, 2020]**

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**Procurement of Market Data Feeds and Interface with Treasury and ALM Systems**” as per scope defined in the Request for Proposal **RFP No.400/2020/1538/BYO/RiMD dated January 23, 2020** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Samrudhi Venture Park, Upper Ground Floor, MIDC Central Road, MIDC Industrial Area, Andheri East, Mumbai, Maharashtra – 400 093 (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 authorisation 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, plan, pattern, sample or information (to be) furnished 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 ...

9.9 Annexure I - PRE CONTRACT INTEGRITY PACT

**RfP for Procurement of Market Data Feeds and
Interface with Treasury and ALM Systems
[400/2020/1538/BYO/RiMD dated January 23, 2020]**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place__ on ---- day of the month of -----, 2020 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at Samrudhi Venture Park, Upper Ground Floor, MIDC Central Road, MIDC Industrial Area, Andheri East, Mumbai, Maharashtra – 400 093 (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/ Authorized person (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 **Procure Market Data Feeds and Interface with Treasury and ALM Systems** and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

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

Commitments of BIDDER

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.
- 3.4 The BIDDER 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, proposals and business details, including information contained in any electronic

data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

4. Previous Transgression

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

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

- (iii) 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.
 - (iv) 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
 - (v) 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.
 - (vi) 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.
- 5.2 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.
- 5.3 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.

6. Fall Clause

- 6.1 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.

7. Independent Monitors

- 7.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 7.2 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.
- 7.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 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
- 7.6 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
- 7.7 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
- 7.8 The Monitor will submit a written report to the designated 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.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 2 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.

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

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

SIDBI

Witness

Witness

1. _____

—

1. _____

2. _____

—

2. _____

9.10 Annexure J – PERFORMANCE BANK GUARANTEE

RfP for Procurement of Market Data Feeds and
Interface with Treasury and ALM Systems
[400/2020/1538/BYO/RiMD dated January 23, 2020]

**Performance Bank Guarantee
(RfP No: 400/2020/1538/BYO/RiMD dated January 23, 2020)**

(To be executed on a non judicial stamp paper of requisite value by the Shortlisted Bidder)

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, 226 001, and office at Samrudhi Venture Park, Upper Ground Floor, MIDC Road, MIDC Industrial Area, Marol, Andheri (East), Mumbai - 400 093 (hereinafter called SIDBI) having agreed to award a contract to M/s. ' _____ having its office at ' _____, (hereinafter called "the Service Provider") for "**Procurement of Market Data Feeds and Interface with Treasury and ALM Systems**" on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter-alia, stipulates for submission of Bank guarantee equivalent to EMD amount 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 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 "**Procurement of Market Data Feeds and Interface with Treasury and ALM Systems**" 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 on behalf of the Bank and they 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 of2020 .

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS:

1) Name.....

2) Name

Signature.....

Signature

Designation.....

Designation

9.11 Annexure K – EMD / Bid Security Form

RfP for Procurement of Market Data Feeds and
Interface with Treasury and ALM Systems
400/2020/1538/BYO/RiMD dated January 23, 2020

EMD / Bid Security Form

(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 400/2020/1538/BYO/RiMD dated January 23, 2020** 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 ₹...../- (Rupees only) (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

.....

