



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.	400/2020/1545/BYO/RiMD
टेंडर जारी करने की तिथि / Tender Issue Date	14 फरवरी 2020 / February 14, 2020
पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting	18 फरवरी 2020 / February 18, 2020
पूर्व-बोली बैठक / Pre Bid meeting (No clarifications would be given after pre-bid meeting)	24 फरवरी 2020 / February 24, 2020
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	27 फरवरी 2020 / February 27, 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. 400/2020/1545/BYO/RiMD dated February 14, 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	18 फरवरी 2020/ February 18, 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>)	24 फरवरी 2020 / February 24, 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	25 फरवरी 2020/ February 25, 2020	3:00 pm
4	बोली जमा करने की अंतिम तिथि / Last date for submission of bids /	27 फरवरी 2020/ February 27, 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	27 फरवरी 2020/ February 25, 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 वैद्यता / 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	

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 one year . 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 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 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.

2.6 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.
-

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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.

2.12 Disqualification

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

2.13 Selection process

Successful Bidder will be selected through three two bid evaluation process:

[A] Pre-qualification / Minimum Eligibility Criteria

[B] Commercial Evaluation

2.14 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- D</p> <p>ii. Bank Mandate Form as per format prescribed in Annexure- E</p>	Hardcopy	<p>“Pre-qualification/ Minimum Eligibility – Procurement of Market Data Feeds and Interface with Treasury and ALM Systems_ – RFP No. RfP No. 400/2020/1545/ BYO/RiMD dated February 14, 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. 400/2020/1545/ BYO/RiMD dated February 14, 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. 400/2020/1545/BYO/RiMD dated February 14, 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.

2.15 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.

2.16 Non-disclosure Agreement

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

2.17 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.

The arrangement for market data would be for period of one year 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.

- (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. • 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	A self-declaration by the Bidder, duly signed by the authorized

	similar support with them on permanent rolls.	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.
11.	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
12.	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 shall be excluded. 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 USD 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 INR equivalent would be worked out using the FBIL Reference Rate for the purpose of Invoice.
- j. 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 USD.
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 exclude 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

The bidder / consultant shall 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 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.

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 – C**. 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 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.

8.28 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.

8.29 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 F** format immediately after the selection.

8.30 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

8.31 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

8.32 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.

8.33 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.

8.34 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.

8.35 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.

8.36 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".

8.37 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.

8.38 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.

8.39 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.

8.40 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

8.41 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."

8.42 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
[400/2020/1545/BYO/RiMD dated February 14, 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 February 14, 2020 and submit the following as per requirement:-

1. Minimum Eligibility 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
[400/2020/1545/BYO/RiMD dated February 14, 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 (USD)	
In words (USD Rupees)	

TERMS AND CONDITIONS

- 1) The above quoted fee would be valid for the contract period of one year.
- 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 - 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
[400/2020/1545/BYO/RiMD dated February 14, 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:

9.4 Annexure D – MINIMUM ELIGIBILITY BID

**RfP for Procurement of Market Data Feeds and Interface with Treasury and ALM Systems
[400/2020/1545/BYO/RiMD dated February 14, 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 already have been	A self-declaration by the Bidder, duly signed by the authorized		

	associated with similar support with them on permanent rolls.	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>		

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.

9.6 Annexure F – 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
[400/2020/1545/BYO/RiMD dated February 14, 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.400/2020/1545/BYO/RiMD dated February 14, 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 ...

□□□□□□□□□□