



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

**ऋण समूहक (लोन एग्रीगेटर) पोर्टल की विकास, रखरखाव हेतु प्रस्ताव
का आमंत्रण**

**Request for Proposal (RfP)
for Development and Maintenance of Loan Aggregator Portal**

भारतीय लघु उद्योग विकास बैंक
एमएसएमई विकास केन्द्र, सी-11, जी ब्लॉक,
बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पू.), मुम्बई – 400051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
MSME Development Center, C-11, 'G' Block,
Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400051

**(निविदा सं.: 400/2019/1378/BYO/UMV दिनांक 21 अगस्त 2018)
(RFP No : 400/2019/1378/BYO/UMV dated 21st August 2018**

वेबसाइट / Website: www.sidbi.in

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The information provided by the bidders in response to this tender document will become the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind or reissue this tender document and all amendments will be advised to the bidders and such amendments will be binding on them.

Important Clarifications

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

1. 'Bank' means 'Small Industries Development Bank of India'.
2. 'Bidder' means the respondent to the RFP document.
3. 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
4. 'Service provider' means the Bidder selected out of this RFP and contracted to provide the services as per scope of this RFP.
5. 'RFP' or 'Tender' means the Request For Proposal document .
6. 'Bid' may be interchangeably referred to as 'Offer'.
7. 'Authorised Signatory' of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.
8. For the purpose of this RFP, "Website"/ "Portal" / "Web-Portal" / "Loan Aggregator Portal" refer to mitra portals (www.udyamimitra.in , www.standupmitra.in) or any associated portals/ mobile apps which may arise out of evolving requirement of this portal.
9. Fintech for purpose of RfP means financial and technological start-ups that cover an array of services, from crowd funding, P2Ps to online portfolio management

Acronym	Description
BG	Bank Guarantee
EMD	Earnest Money Deposit
EOI	Expression of Interest
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
TAT	Turn-Around-Time
SIDBI	Small Industries Development Bank of India

निविदा महत्वपूर्ण सूचना / Bid Critical Information

(RFP No : _____ dated _____)

क्र.सं./ S.No.	कार्यक्रम/ Events	तिथि/ Date	समय/ Time
1	पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि/ Last date for seeking clarifications for pre-bid meeting	24 अगस्त 2018 24 th August 2018	सायं 5:00 बजे तक By 05:00 PM
2	पूर्व – बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा)/ Pre Bid meeting (no clarifications would be given after pre-bid meeting)	28 अगस्त 2018 28 th August 2018	प्रातः 11:00 बजे At 11:00 AM
3	बोली जमा करने की अंतिम तिथि/ Last date for submission of bids	12 सितंबर 2018 12 th September 2018	सायं 5:00 बजे से पहले before 05:00 PM
4	बोली जमा करने का पता / Address for Bid Submission		
	महाप्रबंधक भारतीय लघु उद्योग विकास बैंक तीसरा मंजिल, उद्यमीमित्र उद-भाग, एम एस एम ई विकास केंद्र, प्लॉट नं. – सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पू), मुंबई – 400 051 दूरभाष: 022-67531100 फैक्स: 022-67531236	General Manager Small Industries Development Bank of India, 3rd Floor, Udyami Mitra Vertical, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), Mumbai - 400 051 Phone: 022-67531100 Fax: 022-67531236	
5	न्यूनतम व तकनीकी बोली खोलने की तिथि व समय/ Date & Time of Opening of Minimum Eligibility bid & Technical bid	13 सितंबर 2018 13 th September 2018	प्रातः 11:00 बजे At 11:00 AM
6	वाणिज्यिक बोली खोलने की तिथि व समय/ Date and time of opening of commercial bids	बाद में सूचित किया जाएगा To be intimated at a later date	
7	बोली के वैधता/ Bid Validity	बोली जमा करने की अंतिम तिथि से 90 दिन तक / 90 days from the last date of bid submission.	
8	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	बाद में सूचित किया जाएगा To be intimated at a later date	
9	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण		
	Murali Kumar Vukanti, AGM 022-67531363, muralikr@sidbi.in	Shaju Raphael T, AGM 022-67531162, shaju@sidbi.in	
10	Independent External Monitor (IEM) appointed by the CVC	Shri. Ashok Sinha, (IAS retd.) 13 Yayati, Sect-58A, Nerul (West), Palm Beach Road, Navi Mumbai - 400706 Mob : 9821844044 e-mail : asinha51@gmail.com	

Note:

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website.
2. This bid document is not transferable.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

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1. Introduction and Disclaimers

1.1 Preface

This request for proposal document ('RFP document' or 'RFP') has been prepared solely for the purpose of enabling SIDBI to select a Service Provider for development, maintenance and support of Loan Aggregator Portal. The 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 SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 For Respondent only

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

1.4 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.

1.5 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 Recipient/ Respondent.

1.6 No Legal Relationship

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

1.7 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.

1.8 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.

1.9 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.

1.10 Errors and Omissions

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document but not later than twelve business days prior to the due date for lodgment of Response to RFP.

1.11 Acceptance of Terms

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

1.12 Requests for Proposal

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

Contact	: Murali Kumar Vukanti
Position	: Asst. General Manager
Email	: muralikr@sidbi.in
Telephone	: +91 - 22 - 67531363
Fax	: +91 - 22 - 67531236

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 will 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.

1.13 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.

2. RFP Response

2.1 Bid Price

1. Non-refundable Bid Price of Rs. 1,000/- (Rupees One Thousand only) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring 'Small Industries Development Bank of India', must be submitted along with RFP response.
2. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises(MSMEs).
3. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSEs may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
4. Bidder is required to inform its MSME status as per following definition, if applicable.

Enterprise Category	Manufacturing (Original Investment in Plant & Machinery)	Services (Original Investment in Equipment)
Micro	Up to Rs. 25 lakh	Up to Rs. 10 lakh
Small	Up to Rs. 500 lakh	Up to Rs. 200 lakh
Medium	Up to Rs. 1000 lakh	Up to Rs. 500 lakh

5. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

2.2 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit. Details of the EMD are given in section 7.2.6. MSEs are exempted from submission of EMD.

2.3 RFP Closing date

RFP Response should be received by SIDBI not later than the time and date mentioned in 'Bid Critical Information' section before, at SIDBI Office premises.

2.4 RFP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period of **90 days** from the date of the submission of bids.

2.5 Late RFP Policy

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

2.6 Receiving of RFP Response

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

2.7 Requests for information

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 or through e-mail by the time mentioned in 'Bid Critical Information' section before. No query / clarification would be entertained over phone.

All queries relating to the RFP, technical 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.

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. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

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.

2.8 Pre-Bid Meeting

The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Bid 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.

It would be the responsibility of the Bidders to be present at the venue of the meeting.

Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Bid Critical Information' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

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 (www.sidbi.in) website and Central Public Procurement Portal

(CPPP) within maximum 05 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

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.

2.9 Disqualification

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

2.10 Selection process

Successful Bidder will be selected through three bids evaluation process :

- 1) Pre-qualification / Eligibility evaluation
- 2) Technical evaluation
- 3) Commercial evaluation.

2.11 Details of Bids to be Submitted

1. Bidders are required to submit their responses in THREE envelopes, with contents of each as under:

Table 2-1 Submission of Bids

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	<p>Minimum Eligibility Bid</p> <ol style="list-style-type: none"> i. Bid Covering letter as per format prescribed in Annexure-I ii. General Information about Bidder as prescribed in Annexure-II iii. Response to Minimum Eligibility Bid as per format prescribed in Annexure-III iv. DDs/Instruments towards bid price v. DDs/Instruments towards Earnest Money Deposit (EMD) <p style="text-align: center;">OR</p> <p>Bank guarantee towards EMD as per format prescribed in Annexure-XV.</p> <ol style="list-style-type: none"> vi. Bank Mandate Form as per format prescribed in Annexure-XIII. vii. Pre Contract Integrity Pact as per format prescribed in Annexure-XVII 	One hardcopy and one softcopy on CD / pendrive	“ Minimum Eligibility – Request for Proposal for Development and Maintenance of Loan Aggregator Portal – (RFP No : _____ dated _____)”
II	<p>Technical Bid</p> <ol style="list-style-type: none"> i. Response to Technical Bid as per format prescribed in Annexure-IV ii. Declaration regarding clean track record, as per format prescribed in Annexure-V. iii. Letter of competence as per format prescribed in Annexure-VI. 	One hardcopy and one softcopy on CD / pendrive	“ Technical Bid – Request for Proposal for Development and Maintenance of Loan Aggregator Portal – (RFP No : _____ dated _____)”

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	iv. Power of Attorney as per format prescribed in Annexure-VII . v. Letter of Conformity as per format prescribed in Annexure-VIII . vi. Non-disclosure Agreement as per format prescribed in Annexure-XII . vii. Statement of Deviation as per format prescribed in Annexure-XIV . viii. Resource credentials as per format prescribed in Annexure-XVI . ix. Conformity of Hardcopies as per format prescribed in Annexure -XVIII .		
III	Commercial Bid i. Commercial Bid Covering Letter as per format prescribed in Annexure-X ii. Response to Commercial Bid as per format prescribed in Annexure-XI .	Only Hardcopy – One	“Commercial Bid – Request for Proposal for Development and Maintenance of Loan Aggregator Portal – (RFP No : _____ dated _____)”

2. Above mentioned three separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “Bid for Request for Proposal for Development and Maintenance of Loan Aggregator Portal – (RFP No : _____ dated _____)”
3. All the individual envelopes must be super-scribed with the following information as well:
 - i) Name of the bidder, Contact Name, Number and e-mail id.
 - ii) Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
 - iii) Envelope I & II should also contain softcopy in the form of Pen-Drive/CD of respective response documents.

2.12 Important Points for Bid Submission

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

1. Authorised 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> and also on Central Public Procurement Portal (CPPP) - <https://eprocure.gov.in/cppp/> and Indian Trade Journal. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be posted on SIDBI website and CPPP. Bidders must have close watch on SIDBI website and CPPP 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.

3. Background

3.1 Introduction

Small Industries Development Bank of India (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.

3.1.1 Support

Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions (PLIs), such as, banks, State Financial Corporations (SFCs), etc. for onward lending to MSMEs and (b) direct assistance in the niche areas with thrust on MSEs. SIDBI also manages digital portals Standup Mitra (for standup India loans) and Udyami Mitra (universal loan portal for MSME loans) (www.udyamimitra.in , www.standupmitra.in)

3.1.2 SIDBI's Expectations

3.1.2.1 Ecosystem

Presently, the objectives of SIDBI from Udyami Mitra has been to ensure consistent and sustainable MSME development through ease of access to financial and non-financial services. There has been demand from various corners that the portal should be positioned as universal aggregator by including housing, consumer, retail segments (besides MSME).

3.1.2.2 About the Udyami Mitra platform

SIDBI's Udyami Mitra (UM) portal connects MSME borrowers to lenders (includes banks, fintechs, NBFCs) for accessing credit, both term loan and working capital loan. UM provides both financial and non-financial support and leverages the IT architecture of Standup Mitra portal. The Stand-up Mitra Portal was launched in April 2016 by Hon'ble PM to provide an additional channel for the Stand-Up India applications routing them directly through the SIDBI's online platform. UM was later positioned as a universal portal to broaden its outreach to MUDRA, Stand-up India and general MSME loan aspirants. The platform provides "end to end" solutions for credit delivery, hand holding support, application tracking and interface with stakeholders.

The portal has standardised loan application forms that aspirants use and /are acceptable to lenders. Also, the portal has mapped various "hand holding agencies" in different areas of expertise such as financial training, skill development, project report preparation, application filling and access to margin money/ subsidy support and more. It also provides loan application tracking facility for borrowers through the website, SMS and email.

3.1.2.3 Key Features of the platform

- Auto classification of applications: Based on the nature of applicant's credit need, the portal automatically directs him/her to either Standup India, Mudra loans or a general MSME loan.
- Access to 17,000 hand holding agencies in different areas of expertise

- 145 lenders are registered & active on the portal.
- Requests for loans upto Rs 10 crore can be lodged online along-with all annexures and KYC documents
- Rule engine for Collateral free loans: Applications are screened as per eligibility under guarantee scheme and tagged for view by lenders
- Application forms are currently available in Hindi and English. Audio visuals for Applicants / Bankers are available in 10 other languages besides Hindi and English for demonstration of the Portal.
- Customized dashboard for each stakeholder
- Due diligence check based on AADHAAR/PAN/Voter Id/Credit Bureau database – through CRIF Hi-Mark
- Onboarding of Handholding agencies including Certified Credit Counsellor/ Certified Credit Institutions is through online process which includes due diligence and induction on the portal.

Presently, Udyami Mitra is loan-centric where an applicant has to first register and then fill-up and submit application form which is visible to lenders on the market place. If lender needs applicant to revisit the application, that facility is also provided. However there has been demands that applicants leads should be available to lenders and after their guidance, the leads can be converted into applications. Thus, the intent through this document is to further ease the credit journey on the portal by developing a single page form (as against multiple page forms), bring out additionality (journey to be more user-friendly / simplistic) and easing the on-boarding through process flow change. It is also intended to integrate the portal with new features such as AADHAAR for eKYC. The hand-holding journey also needs to be more simple & automated such that access to hand-holding agencies are also seamless.

3.1.3 Technical Design Considerations

The system should be built, following the below considerations:

3.1.3.1 Continuous adoption of rapidly evolving Technology

The platform should be open (standards, open API, plug-n-play capabilities), components coupled loosely to allow changes in sub-system level without affecting other parts, architected to work completely within a heterogeneous compute, storage, and multi-vendor environment. The platform should be robust enough to handle continuous changes.

3.1.3.2 Provision of a Sustainable, Scalable solution

The motive of this platform is to provide a system that would be sustainable for the next few years. The expectation is that the system should sustain at least 10 years from Go-Live. The solution would be done keeping in mind the scalability of the system. The simplified processes and ease of compliance is expected to lead to huge growth in contract's base. .

3.1.3.3 Security & Privacy

Security and privacy of data should be fundamental in design of the system without sacrificing utility of the system. When creating a system of this scale, it is imperative that handling of the sensitivity and criticality of data are not afterthoughts, but designed into the strategy of the system from day one.

3.1.3.4 SLA driven Approach

System should be available 24*7 covering all the business functionalities. Downtime should be responded based on the criticality of the issue, below factors to be considered on response:

- Maximum time that can be taken to acknowledge the reported problem
- Maximum time that can be taken to fix the problem & release the same into production

Data from connected smart devices to be readily available (real-time), aggregated, classified and stored, so as not to delay the business processes of monitoring and decision making.

Readily available and consumed device data will facilitate timely access of analytics reports at every level.

3.1.3.5 Data Distribution Service

As a future roadmap it is envisaged that the functionalities provided by the system should be available as services that could be offered to other stakeholders on request. Keeping this in mind the system shall be able to provide data on subscription- publication basis. The organization of the information exchange between modules is fundamental to publish-subscribe (PS) systems. The PS model connects anonymous information producers (publishers) with information consumers (subscribers).

3.1.4 Technical Architecture

Technical architecture of the envisaged portal / application includes layer wise different business services, external integration, content management, MIS reporting, workflow implementation, and notification services.

Success Factors

The success of the portal shall be dependent upon following factors, but not limited to:

- Borrower Reach and Protection: The objective of the portal / ecosystem is to facilitate credit access. This will be measured basis: Number and type of leads, tapping the reverse flow of information in terms of conversion of leads into borrowers, geographical outreach and Segment of borrowers targeted.
- Platform success: The success of this platform will also be measured on the following parameters:
 - Business Scale: increase in number of active borrowers & lenders, number of loan request & fulfilment.
 - Flexibility: whether system is able to accommodate newer sources of data and alignment of business rules with the expectations of lender

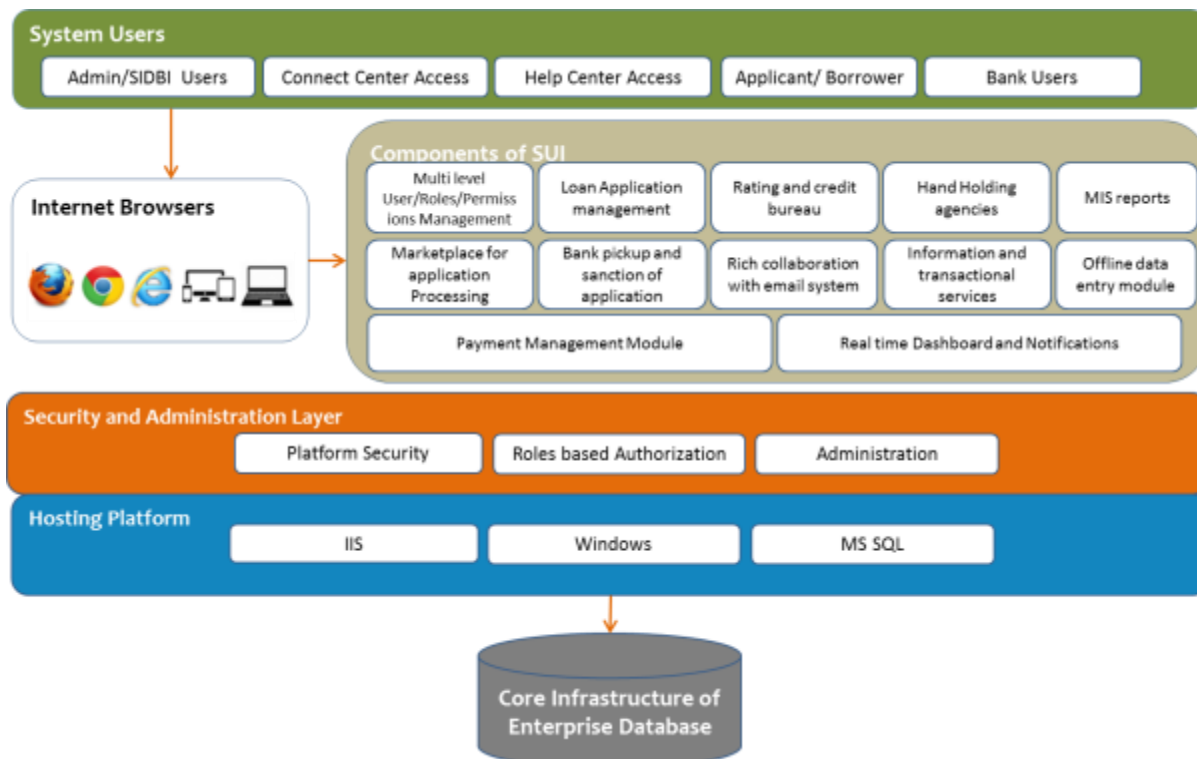
3.2 IT Infrastructure of the Portal

3.2.1 Current Setup

Table 3-1 IT Infrastructure Details

Infrastructure Type	Details of Components
Hardware	Web / Application servers Database Servers MIS servers
Operating Systems	Windows Server 2012 R2
Backend database	MSSQL 2014 Enterprise Edition in cluster. MSSQL 2014 Standard for MIS
Technologies and Tools	Microsoft ASP.NET, C# on .NET framework 4.0, IIS 7.0, PHP

3.2.2 Solution Architecture



3.2.3 Hosting of Portal

Currently, the UM portal is hosted with ESDS at its datacentre at Nashik. The current service provider carries out development/ maintenance/ enhancement of the portals and provide managed service of IT infrastructure for hosting the portals.

The selected bidder for maintenance and development need to co-ordinate with the hosting partner for smooth implementation of the project. In case of change in hosting partner during the tenure of the project, it shall be responsibility of the selected bidder to deploy the portal in the new hosting centre within a reasonable time-frame, as agreed between SIDBI and the selected bidder, and to ensure that the portal functionalities running fine at the new centre.

4. Scope of the services

A. Minimum Expectations from Bidder

- **Master Aggregator Platform** - Evolve a market place as a master aggregator platform for retail, as well as MSME products. The evolved platform should lead to further ease in the journey of aspirants (both on credit and hand-holding side) and onboarded stakeholders.
- **One Page Form** - User journey to be made more user-friendly and simple by designing a one page application format.
- **Process Flow Improvements**: Process flow to be re-designed to remove bottlenecks in the existing system. The bidder shall manage the development of the portal for a period indicated in the bid.
- **Marketing Strategy**: The Bidder shall furnish digital marketing plan for the portal during the currency of assignment (the cost / expenses to be incurred towards marketing of the portal / platform shall be borne by SIDBI).
- **Relationship**: The Bidder shall propose a suitable mechanism for seamless coordination between the Banks/lenders, other service providers related to the portal and the Bidder.

B. Other Expectations from Bidder

- A lending marketplace platform (<https://udyamimitra.in>) is already running with limited set of functionalities. Bidder shall choose any of the below options:
 - The bidder may use the existing Udyami Mitra platform and scale it up to meet all the requirements as specified in the RFP
 - Or
 - The bidder may build a marketplace platform using open source product and offer proposed services
 - Or
 - The bidder may develop and offer proposed services on a white label marketplace platform
 - or
 - Build on its own existing platform to meet expectations under RfP
- The bidder shall have to manage the platform for a duration of three(3) years and transfer the platform, IPR, data etc. to SIDBI after end of the contract. The contract may be extended for another three(3) years on mutually agreed terms.
- If, the bidder develops the Udyami Mitra portal which leverages IT architecture of Standup Mitra, it shall ensure that the functionalities of Standup Mitra portal remains intact. In any case, it must be ensured that existing portal remains fully functional, uninterrupted and existing data, users and services together with the relationships are migrated to the new version of the platform along with due hand holding to the users.

The objective of this platform is to build a lending **ecosystem** where financial institutions can leverage the leads and ensure that access to credit is seamless. This platform will provide delight experience and will be measured, reported and benchmarked on periodic basis. This solution will facilitate real time tracking, monitoring and processing of loan application.

Features of the Evolving Portal

- The platform, as a virtual marketplace will endeavour to be universal/master aggregator for Retail segment as well as MSME products.
- MSME Products would include Term Loan and Working Capital, whereas Retail Products would include Personal Loan, Home Loan, Auto Loan, Education Loan etc. New products to be added as and when required.
- The solution will work not only as lead aggregator but also host various services such as application tracker, authentication of data, integration with bureau etc. The evolved platform should further ease the journey of aspirants (as well as from stakeholders on supply side) for which bidder should propose solution. The platform would have various users including lenders, borrowers and facilitators.
- The platform would have a match-engine which will connect the borrowers with lenders wherein rules of lenders are mapped with the data provided by the borrower along-with the data generated from the multiple external databases.

The key stakeholders of this platform will be as follows:

- Borrowers: These are entities or entrepreneurs that require financial assistance for business (loan) e.g. MSMEs. This also includes individuals that apply for retail loan products.
- Lenders: These are financial institutions that provide financial assistance (loan) to the borrower. E.g.: Banks, NBFCs, MFIs, FINTECHs and Alternate Lenders, etc.
- Facilitators: These are the organizations that provide additional/ complementary data services about borrower and provide assistance in lending cycle. They also assist in end to end lending lifecycle and offer credit counselling. Below mentioned are some of the types of facilitators:
 - a. UIDAI
 - b. Credit Rating Agencies (if required)
 - c. Credit Bureau
 - d. Handholding agency: Agencies that may facilitate entrepreneurs, but not limited to, in filling up loan application, financial training, skill development and prepare project report which broadly covers product, process, market and viability of business. They also extend credit counselling to the entrepreneurs and facilitate creditworthy proposals. E.g.: Certified Credit Counsellors
 - e. Other: Third Parties as may come up.

C. Other guidelines

- Bidder shall be responsible for overall completion of the scope of work defined in this project.
- Bidder should adhere to the compliance with regulatory guidelines
- Bidder shall provide source code, object code and all other relevant materials, artefacts etc. of all bespoke development to the SIDBI and the SIDBI shall own the IPRs in them.
- In the case of transition of project by the Bidder, operative licenses of platform shall be transferred to SIDBI/ SIDBI nominated party without any additional cost.
- SIDBI will revisit the overall business operations of the portal after 3 years of implementation & operations of the platform. Post review, SIDBI will decide the future course of action.

- Bidder should ensure that transactions in the portal shall be in INR.
- Bidder shall ensure that system, data and operations are transitioned without any business impact.
- Bidder should provide monthly reports or ad hoc reports of the transactions on the platform to SIDBI.
- To accelerate the platform implementation, Bidder should publish the standard APIs as per the implementation timelines
- Bidder will ensure that the evolved system is certified and is in compliance with the applicable standards.
- The Standard/Certification will be the latest version as at the time of implementation. In case any standard/certification is withdrawn or replaced with a new standard/ certification, the bidder has to ensure that the new standard/certification is taken within defined timelines or within 6 months of declaration of such change. Cost relating to compliance with the above standards/certification including documentation and certification fees etc. to be borne by the bidder.
- Apart from the above, the bidder need to ensure compliance of the project with Government of India IT security guidelines including provisions of: "The Information Technology Act, 2000" and amendments thereof and Guidelines and advisories for information security published by Cert-In/DeitY (Government of India) issued till the date of publishing of tender notice. Periodic changes in these guidelines during project duration need to be complied with.
- Entire data on the portal shall be the property of SIDBI without any claim rights/ claim from the bidder.
- **All the physical servers, storage and other IT hardware from where cloud resources are provisioned must be within Indian data centers only.**

D. Implementation Scope

Bidder's scope of work shall consist of:

- Project Charter
- Requirement Analysis
- Configuration & Provisioning of Platform
- Interface requirements
- User acceptance & Integration Testing
- Go live
- Training
- Change management and support

The bidder shall provide all required equipment, tools and resources which may not be specifically stated herein but may be required to meet the intent of ensuring completeness, maintainability and reliability of the total system covered under this specification.

Project Charter

A Project Blueprint and a detailed Project Plan, indicating all activities with resources and time schedule will be required at the start of the project and submitted to SIDBI for approval.

Requirement Analysis & Customization

Bidder shall carry out requirement analysis with respect to processes and requirements of portal (and its stakeholders). Bidder shall configure/ customize the software suitably to demonstrate proposed portals' Technical and Functional requirements and shall make the application ready for Proof of Concept.

Design, Configuration and Provisioning of Platform

Bidder will have to submit design specification of software solution along with the technical bid. Specification of User Interface design and Integration design shall be submitted for reference. Bidder shall be responsible for Installation of Platform and Configuration management of the system.

The bidder shall have provision which covers the following:

- Functional, Technical and Security Requirements
- Any special tools, software for implementation, testing, etc. shall be part of the offered Platform.

Integration/Interface Requirements

The implementation of the offered Platform shall be required to be integrated, based on emerging requirements or on advise of SIDBI, with other interfaces, which can be customer systems/ facilitator systems / SIDBI's systems. The system should be robust enough to integrate easily with any system post go live as well.

User acceptance & Integration Test

Once the Platform is configured and provisioned as per RFP requirements, bidder shall conduct comprehensive testing of the platform including but not limited to System, Functional, Integration, Load and security test. Bidder shall follow test management system and submit the test cases along with report of testing conducted on the platform for UAT and SIT. Testing report will be reviewed and sample cases will be tested for the entire process of marketplace & subsequent customization/upgrade for UAT. UAT shall be done by nominated officials/agency of SIDBI.

Go Live

The Platform shall be rolled out as per scope of work given by SIDBI.

Change Management & Support

- Bidder shall be responsible to carry out changes in Platform as per evolving requirements, from time to time. Any statutory changes would be required to be done within stipulated time line.
- Bidder shall support and maintain all the software deployed. Bidder shall be responsible for

carrying out following activities:

- Operation planning and defining related policies & procedures for smooth operations.
- 24 x 7 unlimited Support through customer care.

The responsibilities of the bidder include, but are not limited to, the following:

- The operation support (360 degree).
- The portal must be designed for continuous operation 24 hours a day, 7 days a week with express maintenance windows clearly defined.
- Support for the platform during 8 AM to 8 PM during all the days through an onsite support team.
- Re-installations, in the event of system crash/failures.
- Develop Standard Operating Procedures (SOPs).
- Over all monitoring and management of the systems implemented in compliance with standards and specifications.
- Ensure overall security of the Platform for protection of all the applications and infrastructure implemented for the project.
- Backup of operating system and application as per stipulated policies to be defined.
- Database Backup shall be taken on regular basis maintaining complete integrity and security of the sensitive information.
- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- Escalation and co-ordination with other enablers for problem resolution wherever required.
- System administration tasks such as creating and managing users, taking backups etc.

Roles and Responsibilities

Table below shows the roles and responsibilities that are required to be carried out by SIDBI and Selected Technology Enabler for successful execution of the project.

Sn No	Roles and Responsibilities	SIDBI	Technology Enabler / Bidder
1	IPR / Ownership of the platform	√	
2	Marketing, campaigning & promotion (Digital)	√	
3	Application Demos & Product Presentations		√
4	Infrastructure Management (Hardware, Web Servers, Application Servers etc.)	√	√
5	Server Software		√

6	Data centre management & hosting support	√	
7	Coordination with hosting service provider		√
8	Implementation of the aggregator portal		√
9	Provision of software user manuals		√
10	Change management & Bug fixing		√
11	Data Ownership	√#	
12	UAT, VAPT, System Audit, Certification, Compliances		√

#Bidder will have no right on data/ knowledge based on the data without permissions from SIDBI

Implementation Timelines

- The evolved portal shall be made live within 90 days of award of contract or as agreed by SIDBI.

5. Eligibility Criteria

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The Bidder's pre-qualification bid will be evaluated as per the following criteria:

S. No.	Criteria	Evidence required
1	The Bidder should be: <ul style="list-style-type: none"> A company incorporated in India under the Companies Act, 2013 Limited Liability Partnership (LLP) registered under LLP Act, 2008 and subsequent amendments thereto Registered with the GSTN 	<ul style="list-style-type: none"> Copy of Certificate of Incorporation Copy of Registration Certificates with the GSTN <p>The aforementioned documents shall be required from the Bidder.</p>
2	Bidder should have been in existence for a minimum period of 3 (three) years in India as on 31 st Mar 2018	Copy of Certificate of Incorporation
3	The Bidder to be a fintech entity for last 3 years and having positive net worth (tangible) of INR 10 Crore & above. Net worth is to be calculated as follows: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets).	<p>Copy of audited Balance Sheets and Profit & Loss Statements for the last three financial years (FY 2015- 16, FY 2016-17 and FY 2017-18). For FY 2017-18, CA / auditor certified balance sheet shall also be accepted.</p> <p>CA certificate regarding Positive net worth needs to be furnished</p>
4	The Bidder should have the experience of development, implementation and maintenance of an online lending marketplace for at least 12 months.	<ul style="list-style-type: none"> Citation as per format specified in Annexure AND Copy of Work Order AND Completion Certificates from the client; OR Work Order AND Phase Completion Certificate from the client; OR Copy of client certificate as documentary proof for the stated criteria and implementation status; <p>Note 1 – All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity.</p> <p>Note 2 – All the supporting</p>

S. No.	Criteria	Evidence required
		documents mentioned above shall be required from all the bidding entities
5	The Bidder should not have been blacklisted by Govt. of India/State Government/ Central PSU at the time of bid submission date.	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory from Bidder.
6	The Bidder should have development and support centre in India.	An undertaking with details of the location and resources to be submitted.
7	The Bidder have atleast one of its offices in Mumbai or is willing to setup office in Mumbai to handle the project smoothly from Mumbai.	Self declaration with address and contact details on letter-head.
8	The Bidder should confirm that it is adhering to the requirement / having approvals in place as per the regulatory requirement.	Self declaration with address and contact details on letter-head.

Note: In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale, etc.) in the last three financial years (FY 2015-16, 2016-17, 2017-18), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with 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.

On Termination of the contract at any point of time, IPR should be transferred to SIDBI or its designated agency.

6. Evaluation Methodology

6.1 Objective

The objective of this evaluation methodology is to facilitate the selection of one service provider for ensuring technically superior and professional services at optimal cost.

6.2 Evaluation process

6.2.1 Evaluation process

1. The Bank has adopted a three (3) 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.
 - i) Eligibility Criteria
 - ii) Technical Bid
 - iii) Commercial Bids
2. The Bank shall evaluate first the '**Eligibility Criteria**' of bids and based on its evaluation, '**Technical Bids**' shall be undertaken for evaluation at the second stage for those shortlisted at first stage. '**Commercial bids**' shall be opened only for the shortlisted bidders out of technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score a weightage of 30%.
3. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives or outsourced experts formed by the Bank and its decision will be final.
4. **Normalization** – SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make comparison "in comparable terms" or to bring further transparency in the evaluation process.

6.2.2 Opening of Minimum Eligibility and Technical Bids

1. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.
2. On the scheduled date and time, bids will be opened by the Committee formed by SIDBI in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
3. 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, SIDBI at its discretion will proceed further with opening of the technical bids in their absence.

4. The Bidder name, presence or absence of requisite EMD and such other details as SIDBI, at its discretion, may consider appropriate will be announced at the time of bid opening.
5. 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

6.2.3 Preliminary Examination

1. SIDBI 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.
2. SIDBI may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. Prior to the detailed evaluation, SIDBI will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. SIDBI determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
4. If a Bid is not substantially responsive, it will be rejected by SIDBI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

6.2.4 Evaluation of Eligibility Criteria

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

6.2.5 Evaluation of Technical Bids

1. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
2. SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
3. Technical bids would be evaluated on the parameters and presentation as below:

S. No.	Parameters	Max. Marks
Bidder's Experience		
1	The Bidder should have experience of development and/or implementation, and maintenance of an online lending Marketplace for retail & MSMEs at the time of submission of the bid <ul style="list-style-type: none"> • 1 citation (successfully completed and in operations for last 12 months) = 15 marks • More than 1 citation (successfully completed and in operations for last 12 months) = 20 marks 	20
Proposed Solution		
1	Overall online lending Marketplace Solution including the following modules: <ul style="list-style-type: none"> • Lender Management • Content Management • Loan Lifecycle Management (1 mark for each applicable module)	3
2	The solution must have advanced analytics capabilities (Resources – manpower / tools)	7
3	Technical and Integration Architecture	
	<ul style="list-style-type: none"> • Technical Architecture and Design including modularity of the system • Scalability to handle future load 	5
	<ul style="list-style-type: none"> • API driven architecture • Use of Open standards and open source products 	5
4	Security Architecture Security Architecture including: * Access & Identity Management * Application & Database Security * Information and Cyber Security Approach * Compliance to Regulations (IT Act, CERT-in and other government guidelines)	10
Approach & Methodology (presentation, if required shall be intimated)		
1	Understanding of scope of work	10
2	Implementation approach and methodology (3 marks for innovative solution)	10

S. No.	Parameters	Max. Marks
3	Innovative and practical digital marketing plan	10
4	Proposal to make the portal more seem-less and user-friendly (including designing / process flow after perusing the present Udyami Mitra Portal).	20
	Total	100
	Minimum qualifying %	70%

4. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RS_{Tech}) shall be assigned to each bid on the basis of parameters mentioned above.
5. Relative Technical Score (RS_{Tech}) for each agency will be calculated as follows based on above parameters:

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

Where,

RS_{Tech}	=	Relative score obtained by the bidder
T	=	Technical score obtained by bidder
T_{High}	=	Highest Technical score secured among the Bidders

6. Technical Bids receiving a RS_{Tech} greater than or equal to a score of 70 (cutoff marks) will be eligible for consideration in the subsequent round of commercial evaluation.
7. If less than 3 bidders qualify as per above criteria ($RS_{Tech} \geq 70$), SIDBI reserves the right to short list maximum top 3 bidders subject to $RS_{Tech} \geq 60$.

SIDBI reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

6.2.6 Commercial Bid

1. The Bidder is required to quote in Indian Rupees ('INR'/ 'Rs.' / '₹'). Bids in currencies other than INR may not be considered.
2. 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.

3. 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 SIDBI.

6.2.7 Evaluation of Commercial Bids

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

$$RS_{Com} = C_{Low} / C \times 100$$

Where:

RS_{Com} = Relative score for Commercial Bid of the bidder
 C = Commercial bid value of the bidder under consideration
 C_{Low} = Lowest commercial bid value out of all eligible commercial bids obtained.

6.2.8 Final Selection of Eligible Bidder

1. Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:
$$RS = RS_{Tech} \times 0.70 + RS_{Com} \times 0.30$$
2. The eligible bidder will be selected based on maximum Relative Score (RS) obtained.
3. The bidder with the highest Relative Score (RS) will be selected for further discussion.
4. In case of a tie after the commercial evaluation stage, SIDBI's decision will be final and will be based on marks scored in the technical evaluation only.
5. The Bidders shall submit their offers strictly in accordance with the terms & condition of the Tender document.

Note

- (i) Commercial bid evaluation shall be considered as below in case of any kind of discrepancy:
 - If there is a discrepancy between words and figures, the amount in words shall prevail
 - If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail

- If there is discrepancy between unit price and total price, the unit price shall prevail
 - If there is a discrepancy in the total, the correct total shall be arrived at by SIDBI
- (ii) In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

6.2.9 Negotiations, Contract Finalization and Award

- SIDBI shall reserve the right to negotiate with the Bidder whose proposal has been ranked first by the committee on the basis of best value mechanism. If SIDBI is unable to finalize a service level agreement with the bidder ranked first, SIDBI may proceed to the next ranked bidder, and so on until a contract is awarded.
- SIDBI reserves the right to present a contract to the Bidder selected for negotiations. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of SIDBI, the most advantageous and represents the best value to the project, price and other factors considered.
- Evaluations will be based on the proposals and any additional information requested by the SIDBI.

6.2.10 Payment Schedule for SIDBI

- SIDBI may demand, before signing of contract, a Bank Guarantee to ensure commitment.
- SIDBI will provide quarterly fixed maintenance and development cost and quarterly variable cost for software development (for managing and implementing evolving changes) as per the person / man-month rates as suggested by SIDBI.
- No upfront / advance payment shall be made.

7. Terms and Conditions

7.1 General

7.1.1 Definitions

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

1. "SIDBI" / "The Bank" means Small Industries Development Bank of India (SIDBI);
2. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Zonal Offices and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
3. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
4. "The Services" means those services ancillary to the providing services towards development, maintenance, enhancement and support of Loan Aggregator Portal and other such obligations of the Bidder covered under the Purchase Contract;
5. "TCC" means the Terms and Conditions of Contract contained in this section;
6. "The Bidder", "the Service Provider" or "the Vendor" means the company supplying or intending to supply the Services under this Contract; and
7. "The Project Site" means Small Industries Development Bank of India, Mumbai Office.
8. "The Portal or loan aggregator portal" refers to the Standup Mitra Portal and Udyami Mitra along-with associated websites, services and facilities and arrangements for e-mails, SMS etc.

7.1.2 Location

The agency shall place on-site project coordinator at SIDBI premises, Mumbai throughout the duration of the project subject to any requirements to be met out of the scope of the RFP. SIDBI will provide sitting infrastructure with internet connection, stationeries and printer to operate. Bidder will ensure laptops for their deployed professionals. Depending on requirement, SIDBI may decide to move its project site to any of its other locations during the contract period. Bidder will continue to provide the respective services at the new location, if so decided, without any extra cost except as may be otherwise agreed between the parties.

All other resources would operate out of the Bidder's own premises.

7.1.3 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between SIDBI and the Bidder. The Bidder shall, subject to the terms of the RFP, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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

7.1.4 Rights and obligations

The mutual rights and obligations of SIDBI and the Bidder shall be as set forth in the RFP, in particular:

1. the Service Provider shall carry out the Services in accordance with the provisions of the RFP; and
2. SIDBI shall make payments to the Bidder in accordance with the provisions of this RFP.

7.1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this RFP shall be in writing and in English language.

7.1.6 Corrupt and fraudulent practice

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

1. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
2. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

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.

Selected Bidder/Service Provider and its staff working for the project will observe highest standard of transparency, ethics and integrity during the project. In case, anytime during the tenure of the project, if the Service Provider or any of its staff is found to have taken help of any fraudulent or unethical practice, Bank reserves the right to terminate the contract at its own discretion and initiate legal action against the Service Provider in addition to blacklisting it for participation in future RFP/Tender process in SIDBI.

7.1.7 Pre Contract Integrity Pact (IP)

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

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

The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri. Ashok Sinha (IAS Retd.) as an Independent

External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows:

Shri Ashok Sinha, (IAS Retd.)
13 Yayati, Sect-58A, Nerul (West), Palm Beach Road,
Navi Mumbai - 400706
Mob: 9821844044
Email Id – asinha51@gmail.com

7.1.8 Applicable laws

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

7.1.9 Grievances Redressal Mechanism

Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RFP.

7.1.10 Deployment of resources

The bidder shall carry out the development and maintenance of the project as per time line agreed in the contract and shall provide and ensure that necessary resources are provided and continued to be deployed at site and if the project / exigencies (breakdown and like situations) requires the resources shall have to be deployed on continuous basis (including on Saturdays, Sundays and other holidays) and the Bank shall not make any additional payments for the same. The bidder shall, however, ensure compliance of statutory and regulatory requirements with regard to the resources deployed or to be deployed during the period. The human resources deployed or used by the bidder at any stage of the

project or during the period of the contract shall not be deemed to be an employee of the bank for any purpose or due to any reason.

7.1.11 Miscellaneous

SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RFP.

7.2 Bid Conditions

7.2.1 Bid Conditions

1. 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.
2. 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 the selected bidder to deliver each and everything as per the scope of the project during the contracted 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.
3. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.

7.2.2 Clarification of Bids

1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in 'Bid Critical Information' Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted at least one day prior to the date of pre-bid meeting. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
3. 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 website. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.

7.2.3 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. The amendment will be posted on Banks website www.sidbi.in.

3. All Bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
4. 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.

7.2.4 Language of Bid

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

7.2.5 Commercial Bid

1. The Bidder is required to quote in Indian Rupees ('INR' / 'Rs.'). Bids in currencies other than INR may not be considered.
2. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
3. As mentioned in Commercial Bid annexure, SIDBI shall have the right to utilize person-month rate quoted by the bidder, for any additional service not covered under the scope of this RFP upto 5th year after starting of the project. The Bidder / Provider will have to deploy resource of desired role with similar credentials.
4. The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess, Octroi etc. that need to be incurred. No additional cost whatsoever would be paid.
5. Commercial bid would include cost of travel, boarding, lodging, out-of-pocket etc. expenses for the resources of the bidder to undertake visits to different locations of SIDBI as mentioned in the scope of the project.
6. 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.

7.2.6 Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of amount of Rs. 4,10,000/- (Rupees Four Lakh Ten Thousand only).
2. EMD should be in the form of Demand Draft in favour of "Small Industries Development Bank of India" payable at Mumbai or in the form of Bank Guarantee. Format of Bank Guarantee is prescribed in **Annexure-XV**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
3. The Demand Draft should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Bank.
4. No interest will be paid on EMD.
5. Request for exemption from EMD will not be entertained.
6. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:

- a) Receipt of the signed contract and performance security from the successful bidder. **OR**
 - b) The end of the bid validity period, including extended period (if any), **OR**
 - c) Issue of Letter of Intent / Purchase order to the successful bidder
7. Successful Bidder will be refunded the EMD amount / BG only after submission of Performance Bank Guarantee (PBG) as per Annexure-IX by the bidder.
8. EMD may be forfeited if:
- a) Bidder withdraws its bids during the period of bid validity.
 - b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - c) In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish PBG.

(Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.)

7.2.7 Procurement Policy on Micro and Small Enterprises (MSEs)

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

Table 7-1 MSME Status

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to Rs. 25 lakh	Up to Rs. 10 lakh
Small	Up to Rs. 500 lakh	Up to Rs. 200 lakh
Medium	Up to Rs.1000 lakh	Up to Rs. 500 lakh

7.2.8 Period of Validity of Bids

1. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from last date for submission of bids as mentioned in 'Bid Critical information' sheet.

2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

7.2.9 Deadline for submission of Bids

1. The bids must be received by the Bank at the specified address not later than date and time mentioned in 'Bid Critical Information', given in the beginning of this document.
2. 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.
3. 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.

7.2.10 Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

7.2.11 Modification And/ Or Withdrawal of Bids

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
2. The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
3. No request for modification or withdrawal of Bid will be entertained after the deadline for submission of bids.
4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

7.2.12 Opening of Technical Bids by the Bank

1. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Bid Critical information' sheet.
2. On the scheduled date and time, bids will be opened by the designated Committee of the Bank in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
3. 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, bank at its discretion will proceed further with opening of the technical bids in their absence.
4. The Bidder name, presence or absence of requisite EMD and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of bid opening.

5. 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.

7.2.13 Clarification of bids

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

7.2.14 Preliminary Examinations

1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. The responses to the RFP would be deemed to be legal documents and will form part of the final contract. Bidders are required to attach a 'Letter of competence' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in Annexure-VI.
3. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
4. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid in comparison to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
5. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
6. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

7.2.15 Bid Evaluation

1. All the responsive bids will be evaluated as per the procedure detailed in Chapter- 6 – Bid evaluation methodology.
2. All the documentary proofs are to be submitted along with the bid in this regard.

3. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
4. During evaluation, Bank at its discretion can ask the bidders for clarifications.
5. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

7.2.16 Arithmetic errors correction

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

1. If there is discrepancy in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
2. If the Bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

7.2.17 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 Letter of Intent (LOI), purchase order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

7.2.18 Conditional Bids

Conditional bids shall not be accepted and shall be rejected straightway. If any clarification is required, the same should be obtained from the bank before submission of bids.

7.2.19 Contacting the Bank

1. After opening of Bid and till the time a communication in writing about its qualification or otherwise is received from the Bank, bidder shall NOT contact the Bank on any matter relating to its Bid.
2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation or Bid comparison may result in the rejection of the Bidder's Bid.

7.2.20 Award of Contract

1. The successful Bidder will be selected as per the process mentioned in Chapter 6: Bid evaluation methodology. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive.

2. Selected bidder would be issued 'Letter of intent (LOI)/ purchase order (PO) on final selection and completion of internal approval formalities of the bank. Immediately after the receipt, the selected Bidder must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.
3. The Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. Accordingly, the Bank may request / demand for additional services / resources for self and / or its associates / subsidiary concerns. In case of requirement of service delivery for associates / subsidiary, a separate order may be placed by the Bank or associates / subsidiary at the same rates quoted by the Bidder under the same terms & conditions. The Bidder will have to agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price at the unit rates provided for TCO calculations. The Bank has the right to order as much as it wants at those rates.

7.2.21 Miscellaneous

1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures.
2. SIDBI 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. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

7.3 Commencement, Completion, Term and Termination

7.3.1 Commencement of Services

The Bidder shall commence the Services from the Effective Date but not later than one month from the date of issue of LOI / PO by SIDBI, unless otherwise agreed by the Parties.

The contract shall commence on the effective date (kick-off date) and continue for a period of two years thereafter. If so desired by SIDBI, contract may be extended for a maximum period of one year on the same terms and conditions.

7.3.2 Termination of Contract

7.3.2.1 By SIDBI

Bank shall have the option to terminate this agreement, in whole or in part by giving at least 90 days' prior notice in writing.

Without prejudice to the generality of the foregoing, the Bank will also be entitled to terminate this agreement, if **the Bidder** breaches any of its obligations set forth in this contract and

- a. Such breach is not cured within thirty (30) Working Days after Bank gives written notice;
or
- b. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by **Bidder** to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

The Bidder shall not have any right to terminate this Agreement for convenience. However, without prejudice to the generality of the foregoing, the Bidder will be entitled to terminate the agreement, if:

- a. Bank materially breaches any of its obligations set forth in this contract; and
- b. Such breach is not cured within thirty (30) Working Days after **the Bidder** gives written notice, or
- c. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bank to provide **the Bidder**, within thirty (30) Working Days, with a reasonable plan to cure such breach.

This contract shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- a. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- b. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- c. The other Party becomes the subject of a court order for its winding up.

Either Party shall have the immediate right to terminate this contract upon written notice to the other Party in the event that such other Party ceases to be in operation or ceases to do business in India.

The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from **the Bidder** for the tenure of this contract. The Parties therefore agree and undertake that if at any time after expiry of initial period of three years and during the terms of any subsequent renewal of this agreement, it is assessed by SIDBI that the scope, size and technicalities of the Project has become such that its smooth execution could not be achieved and ensured by the Bidder then SIDBI will have option of exit at any point. However, exit would happen only after the completion of the notice period of 90 days, and only after completion of **the Bidder's** obligations under a reverse transition mechanism. During this period of Reverse Transition, **the Bidder** will have to continue to provide the Deliverables and the Services in accordance with this contract and will have to maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the contract, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date and shall be free to hire any other agency(ies) found suitable for handling the project.

Without prejudice to the rights of the Parties, upon termination or expiry of this contract, Bank shall pay all the undisputed fees outstanding till the date of termination to the Bidder, within thirty (30) days of completion of the reverse transition period.

Upon the termination or expiry of this contract:

- a. The rights granted to **the Bidder** shall immediately terminate.
- b. Upon Bank's request, with respect to, (i) any agreements for maintenance, services or other third-party services used by **the Bidder** to provide the Services; and (ii) the assignable agreements, **the Bidder** shall, use its reasonable commercial endeavours to assign such agreements to the Bank and its designee(s) till alternative arrangements are made by the Bank in that regard.
- c. Upon Bank's request in writing, **the Bidder** will be under an obligation to transfer to Bank or its designee(s) the Deliverables created by **the Bidder** for the Bank under this Agreement, free and clear of all liens, security interests, or other encumbrances at the contracted rates.

7.3.2.2 By the successful Bidder

The successful Bidder may, by not less than 90 (ninety) days' written notice to SIDBI, such notice to be given after the occurrence of any of the events specified in this Clause, terminate the Contract if:

1. SIDBI fails to pay any money due to the Bidder pursuant to the Contract and not subject to dispute pursuant to Section 7.7 hereof within 15 (fifteen) days after receiving written notice from the successful Bidder that such payment is overdue;
2. SIDBI is in material breach of its obligations pursuant to the Contract and has not remedied the same within 30 (thirty) days (or such longer period as the successful Bidder may have subsequently granted in writing) following the receipt by SIDBI of the successful Bidder's notice specifying such breach;
3. as the result of Force Majeure, the successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
4. SIDBI fails to comply with any final decision reached as a result of arbitration pursuant to Section 7.7 hereof (subject to however, that no appeal is preferred / pending in any forum / court).

7.3.2.3 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses **7.3.2.1** or **7.3.2.2** hereof, the Service Provider shall, immediately upon receipt of such notice, take all reasonably necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

7.3.2.4 Payment upon Termination

1. Upon termination of this Agreement pursuant to Clauses **7.3.2.1** or **7.3.2.2** hereof, SIDBI shall make the payment to the successful Bidder pursuant to Section 7.6 hereof for Services performed prior to the date of termination and which could be used by SIDBI.
2. In the event of a pre-mature termination of this Contract by SIDBI, the compensation payable to successful Bidder will be decided in accordance

- with the Terms of Payment Schedule and the payment to the successful Bidder will be settled within 30 days of the termination of the contract.
3. In the event of such termination, the successful Bidder on transit period will work to transfer all the work completed and in progress and knowledge out of the project as per the requirement of SIDBI.

7.3.2.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause **7.3.2.1** (barring termination by SIDBI at convenience) or **7.3.2.2** hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Section 7.7 hereof, and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

7.3.3 Project Closure

Project Closure means the completion of implementation of all the deliverables mentioned in scope of the project or as decided by SIDBI for implementation, integration of components as per scope, handover of latest compilable source code, training and submission of the relevant documents as per the transition management plan to SIDBI / new service provider.

7.3.4 Force Majeure

7.3.4.1 Definition

1. For the purposes of the Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies rendering implementation of the project as illegal / unlawful.
2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents, Bidders or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.
3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

7.3.4.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

7.3.4.3 Delay, Penalty and Termination

1. Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to the Contract is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, Bidder shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, Bidder shall continue to perform its obligations as per the order placed subsequent to this agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

7.3.5 Indemnity

The Bidder shall indemnify SIDBI, and shall always keep indemnified and hold SIDBI, 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 SIDBI as a result of:

1. Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under the Contract; 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 agreement; and/or
3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against SIDBI; and/or
4. Breach of any of the term of this agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the Bidder under this agreement; 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 agreement; 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 Bidder.

The Bidder will have to, at its own cost and expenses, defend or settle any claim against SIDBI that the Deliverables and Services delivered or provided under this document

infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided SIDBI:

1. Notifies the Bidder in writing; and
2. Cooperate with the Bidder in the defense and settlement of the claims.

The Bidder shall not be liable for defects or non-conformance or infringement resulting from:

1. Software, hardware, interfacing not approved by Bidder; or
2. Unauthorized modification of Software or any individual product supplied under this agreement, or Bank's failure to comply with any mutually agreed environmental specifications.
3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under the Contract.
4. Modification of a deliverable by anyone other than the Bidder where the unmodified version of the deliverable would not be infringing.

7.3.6 Limitation of liabilities

1. In no event shall either party be liable with respect to its obligations under or arising out of this Contract for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages.
2. Save and except for liability under Section 7.4.5, the aggregate liability of the Bidder under this Contract, arising at any time, shall not exceed the total Contract value.
3. The Bidder shall be liable to SIDBI only for any direct loss or damage accrued due to deficiency in Services rendered by it.

7.3.7 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 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 contract all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

7.3.8 Violation of terms

The Bidder agrees that SIDBI 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 the contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies SIDBI may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

7.4 Obligations of the Bidder

7.4.1 Ownership of Delivered Product / Services

The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services / products under the contract and be responsible for the services / products delivered.

7.4.2 Confidentiality

1. The Bidder, and its Personnel shall not, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by SIDBI to the Bidder, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the SIDBI's employees, officers or other professionals or suppliers, customers, or contractors of SIDBI; and any other information which the Bidder is under an obligation to keep confidential in relation to the Project, the Services or the Contract / RFP ("Confidential Information"), without the prior written consent of SIDBI.
2. Notwithstanding the aforesaid, the Bidder and its Personnel may disclose Confidential Information to the extent that such Confidential Information:
 - a) is required to be disclosed by Applicable Laws or judicial or administrative order;
 - b) is required to be disclosed in arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Bidder, and its Personnel shall give SIDBI prompt written notice, to the extent permissible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
 - c) was in the public domain prior to its delivery to the Bidder, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Bidder, and its Personnel;
 - d) was obtained from a third party with no known duty to maintain its confidentiality or independently developed by the Bidder.
3. The obligations contained in Section 7.4.2 shall apply mutatis mutandis to SIDBI where SIDBI is the recipient of confidential information of the Bidder. Further, subject to confidentiality obligations set forth herein, the Service Provider may wish to refer to SIDBI and the Services the Bidder has performed for it when marketing its services.

7.4.3 Subcontracts

The successful bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the Bank's prior written consent.

7.4.4 Standards of Performance

1. The Bidder shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Bidder shall always act under this RFP, in respect of any matter relating to this RFP or to the Services, as a faithful adviser to SIDBI, and shall at all times support and safeguard SIDBI's legitimate interests in any dealings with Third Parties.
2. The Bidder must strictly adhere to the delivery schedules, failure to which will be considered as breach of the terms and conditions.
3. The Bidder shall provide appropriate human as well as other resources as committed in its response to SIDBI's RFP, to execute various tasks assigned as part of the project, from time to time. The Bidder shall ensure the quality & effectiveness of deliverables, project approach & methodology, project governance, risk management, use of tools & templates in conformity with its commitment made in its technical bid in response to SIDBI's RFP.
4. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
5. The Bidder is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI that are consistent with the terms of this agreement. The Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.

7.4.5 IPR Infringement

1. The Bidder undertakes and acknowledges that any infringement of IPR arising out of services provided by it shall be the sole responsibility of the Bidder and SIDBI shall have no obligation or liability with regard to the same.
2. As part of this project bidder/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 the deliverables provided and/or use of any software/tool by Bidder/Service provider under this project.

7.4.6 Accounting, Inspection and Auditing

The Bidder shall keep accurate and systematic accounts and records in respect of the Services provided under the Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Bidder's costs and charges).

7.4.6.1 Rights to Visit

1. All records of the Bidder with respect to any matters covered by the Contract shall be made available to SIDBI or its designees at any time during normal business hours, as often (but not more than once a calendar year) as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorize, the progress of the project from where the services are being rendered by the Bidder. Any such review shall be subject to the following guidelines: (i) it is restricted to providing access to Bidder's fees/ invoicing related records relating to the Services under the Contract (ii) Bidder shall not be expected to provide any information which may cause it to breach confidentiality of other parties; and (iii) if an audit is contemplated to be conducted by an external/third party auditor, such third party shall sign an NDA with the Bidder (in a format suggested by the Bidder).
3. SIDBI and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with reasonable prior notice to ensure that data provided by SIDBI is not misused. The Bidder will have to cooperate with the authorized representative/s of SIDBI and will have to provide all information/ documents required by SIDBI. This would be in line with RBI guidelines for outsourcing.
4. The right to visit under these clauses shall be restricted to physical files related to the Contract alone. Visit shall be conducted during normal business hours and on normal working days after informing the Bidder in advance.

7.4.7 Publicity

Any publicity by Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.

7.4.8 Statutory & Regulatory Compliance

The bidder should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidders 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 SIDBI sites nationwide. The bidder should follow all payout norms as per the MWA in all the states and SIDBI will not liable for this under any situation. SIDBI

may (but shall be obliged) call for proof of such payments by bidder and any other Act/Statutory and regulatory compliances as applicable.

7.4.9 Conflict of Interests and Non Compete

Stand-Up India scheme and web based interactive portal (www.standupmitra.in) have been developed by SIDBI under the guidance of Dept. of Financial Services, Ministry of Finance, Govt. of India. The existing Standup Mitra and Udyami Mitra websites and portal and / or any associated portal / website for the purpose and the form in which such portals may assumed during the course of operation and development, are proprietary assets of SIDBI with all intellectual property and associated rights. Therefore, it agreed that:

- a. The Bidder shall hold SIDBI's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to the SIDBI and seek its instructions.
- b. The Bidder shall not enter into any arrangements or agreements or transaction(s) whatsoever, with any third party for development of similar kind of portal using proprietary rights of SIDBI and confidential information and trade secrets which it may become privy during the course of the project.
- c. For the purpose of this clause the term "Confidential Information" means information about the SIDBI and identity of Customers, Customer Prospects, and/or Vendors that is not generally known outside SIDBI, which the Bidder will learn of in connection with the project. Confidential Information may include, without limitation: (1) policy, technique, software, programmes, ideas, information, and working of the portal, (2) policies, finances, and business plans; (3) financial projections, (4) information relating to the product roll-outs; (5) customized software, marketing tools, and/or supplies that will be provided access to by SIDBI to the Bidder and/or will create; (6) any information relating to names, addresses, and telephone numbers of Customers, Customer Prospects, and/or Vendors, browsers/user of the site and portals, etc; (7) any list(s) of the Customers, Customer Prospects, and/or Vendors; (8) the account terms and pricing of the products; (9) the account terms and pricing of users of the portals/banks and their Customers; (10) the names and addresses of SIDBI employees and other business contacts of Portal; and (11) the techniques, methods, and strategies by which the SIDBI/Portal develops, markets, distributes, and/or sells any of the products
- d. "Trade Secrets" means Confidential Information shall include the information as protected and covered under applicable law. "Proprietary Rights" means any and all inventions, discoveries, developments, methods, processes, compositions, works, supplier and customer lists (including information relating to the generation and updating thereof), concepts, and ideas (whether or not patentable or copyrightable) conceived, made, developed, created, or reduced to practice (whether at the request or suggestion of the SIDBI or otherwise, whether alone or in conjunction with others, during implementation of the project, which may be directly or indirectly useful in, or related to, the activities and business of the portals or any business or products contemplated by SIDBI.

The Bidder agrees that, during the term of this agreement and renewals thereof and for twelve months after the termination thereof, regardless of the reason for the termination the agreement, the Bidder will not, directly or indirectly, on behalf of any Competitive Business perform the same or substantially the same Job Duties.

7.4.10 Documents prepared by the Bidder to be the Property of the “SIDBI”

All plans, specifications, designs, reports, and other documents prepared by the bidder for the “SIDBI” under this Contract shall become and remain the property of the “SIDBI”, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “SIDBI”, together with a detailed inventory thereof. The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the SIDBI and the SIDBI reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the SIDBI’s prior written approval to such agreements, and the “SIDBI” shall be entitled at its discretion to require recovering the expenses related to the development of the program.

7.5 Obligations of SIDBI

7.5.1 Assistances in Clearances

Unless otherwise specified in this RFP, SIDBI shall make best efforts to ensure that it shall:

1. provide the Bidder, and Personnel with work permits and such other documents as may be necessary to enable the Bidder or Personnel to perform the Services;
2. issue to officials, agents and representatives of the Government all such instructions / requests as may be necessary or appropriate for the prompt and effective implementation of the Services.

7.5.2 Access to Land and Property

SIDBI warrants that the Bidder and its authorized representatives shall have, free of charge, unimpeded access to the sites of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Bidder as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services, if any, to be made to the Bidder.

7.5.3 Payment

In consideration of the Services performed by the Bidder under this RFP, SIDBI shall make to the Bidder such payments and in such manner as is provided in this RFP.

7.5.4 Intellectual Property Rights

SIDBI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all

processes and products which have been developed by the Bidder during the performance of Services.

7.6 Payment and Penalty

7.6.1 Terms of Payment

The payment would be made as mentioned below:

Table 7-2 Terms of Payment

Category	Description	Payment Terms
1	Quarterly Maintenance and Support of the Portal software	Quarterly pay-out in arrears of the commercial price quoted in Format A, Sl. No. 1
2	Software Development Rates - manage and implement evolving changes	As per person / month rates for the type and effort for the activity / change as suggested by SIDBI beyond scope of work. These will be consolidated and paid quarterly after delivery and acceptance based on price quoted in Format-A, Sl. No 2.

1. First payment to the Bidder will be payable only after submission of Performance Bank Guarantee for an amount equivalent to 10% of the total contract value.
2. All payments would be made after deducting penalties if applicable and applicable taxes and cess.
3. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Bidder is required to submit Bank Mandate Form (as per **Annexure-XIII**) along with cancelled cheque in original along with the technical bid.
4. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default of payment on the part of Bank.
5. All Payments will be made to the Bidder in Indian Rupee only, to the prime bidder.
6. Final payment would be released only after completion of reverse transition process to the satisfaction of SIDBI.

7.6.2 Payment in case of termination of projects

1. The cost of full-time resources would be paid for the portion of services utilized.
2. The cost of other services would be paid based on pro-rata basis for the portion of services completed.

7.6.3 Taxes and Duties

1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.
2. The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected Bidder may have to execute an indemnity bond in favour of the Bank in this regard.
3. 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.
4. 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. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

7.6.4 Performance Bank Guarantee (PBG)

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank as per format prescribed in **Annexure-IX** equivalent to 10% of the total contract value. The performance guarantee would be renewed every year before the expiry of earlier performance guarantee. The performance guarantee will be valid till at least three months beyond the expiry of the contract period. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.
2. In the event of non-performance of obligation or failure to meet terms of this RFP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
3. In case of expiry of BG prior to project completion, the bidder will be required to renew the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD amount / BG obtained towards security deposit.
4. The Performance Bank Guarantee would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder.
5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to

other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.

6. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by SIDBI.
7. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

7.6.5 Forfeiture of performance security

1. The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.
2. In the event of non-performance of obligation or failure to meet terms of this RFP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

7.6.6 Penalty for Default in Services

1. Penalty may be imposed as stipulated in the relevant sections of this RFP for breach in levels of services. However the total penalty imposed for the project would be subject to maximum of 5% of the total contract value.
2. Any absence of full-time resource shall attract a penalty, as under, in case no substitute is arranged by the Bidder as per defined requirement. This penalty is in addition to the non-payment of quarterly project cost for that resource for those many days he/she was absent. (One day's cost = Monthly cost / 22)

7.7 Settlement of Disputes

7.7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or the interpretation thereof.

7.7.2 Dispute Resolution

1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation)

- between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably by a team of officials nominated by the parties for this purpose.
2. The Parties agree to use their best efforts for resolving all Disputes, including those relating to delay caused in completion of project or delay in performance of obligations under the Contract, and arising under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
 3. No conflict between Bidder and SIDBI will cause cessation of services or payment of fees due to the Bidder. Only by mutual consent the services will be withdrawn.

7.7.3 Arbitration

1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 7.7.2, within 30 calendar days from the date of initiation of amicable dispute resolution procedure or such other period as mutually agreed to by the parties, 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 Umpire shall be final and binding on the Parties as from the date it is made, and the Bidder and SIDBI agree and undertake to carry out such decision without delay.
2. 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.
3. The Bidder shall continue work and the Bank shall continue to pay the fees due under the Contract during the arbitration proceedings unless otherwise directed in writing by SIDBI or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

7.7.4 GENERAL

Health and Safety: The Bidder and any of its subcontractors shall, when at SIDBI site, conduct their activities so that their equipment, working conditions and methods are safe and without risk to health for their own and SIDBI's employees as well as for any other users of SIDBI Site.

No Joint Venture: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties, nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

No Assignment: Except with respect to **The Bidder's** rights regarding the use of subcontractors, neither party may assign any rights or obligations under this Contract without the prior written consent of the other party except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.

The Bidder would undertake to provide appropriate human as well as other resources (PC/laptop etc.) required, to execute the various tasks assigned as part of the project, from time to time.

Personnel engaged by **the Bidder** for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of **the Bidder** and they shall have no claim to be appointed in the services of the bank. **The Bidder** shall take suitable measures for them in this regard.

The Bidder shall ensure that the software and allied components used to service SIDBI are licensed and legal.

This contract contains only the broad provisions for the entire assignment. **The Bidder** shall be required to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/ incidental to the successful completion of the entire assignment.

Save and except in the normal course recruitment process, either party during the term of the contract and for a period of two years thereafter shall not without the express written consent of the other party, directly or indirectly:

- a. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the other party in rendering the services in relation to the contract; or
- b. Induce any person who shall have been an employee or associate of the other party at any time to terminate his / her relationship with the other party.

Headings: The headings in this Agreement are for the convenience of the parties only, and are in no way intended to define or limit the scope or interpretation of the Agreement or any provision hereof.

Entire Agreement and Precedence: This Contract and its Annexure constitute the entire agreement governing the arrangement between **the Bidder** and SIDBI. The parties however agree that in the event of ambiguity in the terms of this Agreement, the parties' intent will be derived by referring to the following documents in the order given below. Any mutually acceptable position in variance to this Agreement shall be recorded in writing by way of an amendment.

1. Letter of Intent (LOI) from SIDBI dated _____
2. Pre-bid clarifications hosted on bank's website on _____
3. Technical and Commercial proposal submitted by **the Bidder** along with letter of competence and power of attorney submitted on _____
4. RFP from SIDBI issued vide tender no. _____ dated _____, 2018

7.7.5 Notices

All notices that are required to be given under this Agreement shall be in writing and shall be sent to the address of **THE BIDDER** and SIDBI recipient set out in **Section ____** below, or such other address as the representative of each party may designate by notice given in accordance with this **Section ____**. Any such notice may be delivered by hand, by courier, or by facsimile transmission, and shall be deemed to have been received:

1. By hand delivery - at the time of delivery;
2. By courier - after the date of delivery at the recipient address by the courier;
3. By facsimile - immediately upon confirmation of transmission provided a confirmatory copy is sent by courier or by hand by the end of the next business day.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

For the purposes of this **Section ____** the address of each party shall be:

SIDBI	:	Small Industries Development Bank of India
Attention	:	
Address	:	MSME Development Centre, C-11, G-Block, BandraKurla Complex, Bandra (East), Mumbai – 400051
Telephone	:	+91 2267531228
Facsimile	:	+91 2267531282

THE BIDDER	:	
Attention	:	
Address	:	
Telephone	:	+91
Facsimile	:	+91

7.7.6 Severability

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

7.7.7 Survival

The following provisions shall survive termination of this Agreement: Sections 7.6 (Payment and Penalty), 7.5.4 (Intellectual Property Rights), 7.4.5 (IPR Infringement), 7.4.9 (Conflict of Interest and Non compete), 7.3.5 (Indemnity), 7.4.2 (Confidential Information), 7.3.6 (Limitation of Liabilities), 7.7 (Dispute Resolution) and 7.1.8 (Applicable Laws).

8. Annexures

8.1 Annexure – I : Bid Covering Letter

(To be submitted on Bidder's letter head)

Date:

The General Manager,
Udyami Mitra Vertical
Small Industries Development Bank of India,
3rd Floor, MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai – 400 051

Dear Sir,

Request for Proposal for Development and Maintenance of Loan Aggregator Portal
(RFP No : _____ dated _____)

We, the undersigned, having read and examined the aforesaid RFP document including all annexures carefully in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of **Rs.1,000/- (Rupees One Thousand only)** towards non-refundable bid price.
2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / banker's cheque/ Bank Guarantee (BG) of the sum of **Rs.4,10,000/- (Rupees Four Lakh Ten Thousand only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RFP.
3. Minimum Eligibility bid, Technical bid and Commercial bid inside separate envelopes, in prescribed formats.

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

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

Thanking you,

Yours sincerely,

Date :
Place :

Signature of Authorised Signatory :
Name of the Authorised Signatory :
Designation :
Name of the Organisation :
Seal ...

8.2 Annexure – II : General Information about Bidder

(To be submitted on Bidder's letter head)

(RFP No : _____ dated _____)

S.N.	Description	Bidder's response
1	Name of the bidder company (Registered name of the bidding Company)	
2	Details of Incorporation of the Company.	Date:
		Ref. No.:
3	Status of Company.	
	Documentary proof enclosed. (Yes/No)	
4	Website of Company	www.
5	Address of Registered Office with contact numbers.	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
6	Address for Correspondence (if different from above).	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
7	MSME Status (Tick appropriate).	
A	Company does not qualify the status of MSE.	
B	Company does qualify the MSE status.	
C	SC/ST	
D	MSE registration certificate/ Udyog AADHAAR Memorandum or a certificate from Chartered Accountant attached. (Yes/No).	
8	PAN No.	
	Copy of PAN enclosed. (Yes/No)	
9	GSTIN No.	
	Copy of GST enclosed. (Yes/No)	

S.N.	Description	Bidder's response
10	Sales Tax Registration No.	
	Copy of Sales Tax certificate enclosed. (Yes/No)	
11	Service Tax Registration No.	
	Copy of Service Tax certificate enclosed. (Yes/No)	
12	Contact Details of Bidder's authorized representative to make commitments to SIDBI.	
A	Name	
B	Designation	
C	Land Line No. (with STD code)	
D	Mobile No.	
E	Fax No. (with STD code)	
F	Mail Id	
13	Financials (for last three years)	
	Parameter	FY
		Amount in lakh
A	Annual Turnover	2015 - 2016
		2016 - 2017
		2017 - 2018
B	Cash Profit	2015 - 2016
		2016 - 2017
		2017 - 2018
C	Net worth	2015 - 2016
		2016 - 2017
		2017 - 2018
D	CA certificate attached for A, B, C above.	(Yes / No)
E	1. Audited balance sheet and 2. P/L account attached.	(Yes/ No)

Date :
Place :

Signature of Authorised Signatory :
Name of the Authorised Signatory :
Designation :
Name of the Organisation :

Seal ...

8.3 Annexure –III : Response to the Eligibility Criteria

(To be submitted on Bidder's letter head)

(RFP No : _____ dated _____)

Srl. No.	Financial and other Requirements	Proof Required	Documents / Proof given by Bidder	Attachment Tag ^{\$\$}
1.	<p>The Bidder should be:</p> <ul style="list-style-type: none"> A company incorporated in India under the Companies Act, 2013 Limited Liability Partnership (LLP) registered under LLP Act, 2008 and subsequent amendments thereto Registered with the GSTN 	<ul style="list-style-type: none"> Copy of Certificate of Incorporation Copy of Registration Certificates with the GSTN <p>The aforementioned documents shall be required from the Bidder.</p>		
2.	<p>Bidder should have been in existence for a minimum period of 3 (three) years in India as on 31st Mar 2018</p>	<p>Copy of Certificate of Incorporation</p>		
3.	<p>The Bidder to be a fintech entity for last 3 years and having positive net worth (tangible) of INR 10 Crore & above.</p> <p>Net worth is to be calculated as follows: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets).</p>	<p>Copy of audited Balance Sheets and Profit & Loss Statements for the last three financial years (FY 2015-16, FY 2016-17 and FY 2017-18). For FY 2017-18, CA / auditor certified balance sheet shall also be accepted. CA certificate regarding Positive net worth needs to be furnished</p>		
4.	<p>The Bidder should have the experience of development, implementation and maintenance of an online marketplace application or online portal for atleast 12 months.</p>	<ul style="list-style-type: none"> Citation as per format specified in Annexure AND Copy of Work Order AND Completion Certificates from the client; OR Work Order AND Phase Completion Certificate from 		

Srl. No.	Financial and other Requirements	Proof Required	Documents / Proof given by Bidder	Attachment Tag ^{\$\$}
		<p>the client; OR</p> <ul style="list-style-type: none"> Copy of client certificate as documentary proof for the stated criteria and implementation status; <p>Note 1 – All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity.</p> <p>Note 2 – All the supporting documents mentioned above shall be required from all the bidding entities</p>		
5.	The Bidder should not have been blacklisted by Govt. of India/State Government/ Central PSU at the time of bid submission date.	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory from Bidder.		
6.	The Bidder should have development and support centre in India	An undertaking with details of the location and resources to be submitted.		
8.	The Bidder have atleast one of its offices in Mumbai or willing to setup office in Mumbai to handle the project smoothly from Mumbai.	Self declaration with address and contact details on letter-head.		

Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Note

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

8.4 Annexure – IV : Technical Bid

(To be submitted on Bidder's letter head)

(RFP No : _____ dated _____)

Srl. No.	Parameters	Scoring Scheme / Parameters	Proof / Document Required	Attachment Tag \$\$
1.	Experience of development and/or implementation, and maintenance of an online Marketplace application	[Max 20 marks]	Necessary supporting documents satisfying the parameter.	
2.	Overall online Marketplace Solution including the following modules: <ul style="list-style-type: none"> • Lender Management • Content Management • Loan Lifecycle Management 	[1 marks for each applicable module – max 3 marks]	Necessary supporting documents satisfying the parameter	
3	Advanced analytics capabilities (Resources – manpower / tools)	[Max 07 marks]	Necessary supporting documents satisfying the parameter	
4.	<ul style="list-style-type: none"> • Technical Architecture and Design including modularity of the system. Scalability to handle future load. 	[Max 05 marks]	Necessary supporting documents satisfying the parameter	
5	<ul style="list-style-type: none"> • API driven architecture Use of Open standards and open source products 	[Max 05 marks]	Necessary supporting documents satisfying the parameter	
6	<p>Security Architecture</p> <p>Security Architecture including:</p>	[Max 10 marks]	Necessary supporting documents satisfying the parameter	

	<ul style="list-style-type: none"> * Access & Identity Management * Application & Database Security * Information and Cyber Security Approach * Compliance to Regulations (IT Act, CERT-in and other government guidelines) 			
7	Approach Methodology of	<p>Understanding of scope of work - Max. 10 Marks</p> <p>Implementation approach and methodology - Max. 10 Marks</p> <p>Innovative and practical Digital Marketing plan – Max. 10 Marks</p> <p>Proposal to make the portal more seem-less and user-friendly (including designing / process flow after perusing the present Udyami Mitra Portal) – Max. 20 Marks</p>	Necessary supporting documents satisfying the parameter	

\$\$ Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Note

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

8.5 Annexure – V : Declaration Regarding Clean Track Record

(To be submitted on Bidder's letter head)

Date:

The General Manager,
Udyami Mitra Vertical
Small Industries Development Bank of India,
3rd Floor, MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai – 400 051

Dear Sir,

Declaration Regarding Clean Track Record

Request for Proposal for Development and Maintenance of Loan Aggregator Portal
(RFP No : _____ dated _____)

I have carefully gone through the Terms & Conditions contained in the **RFP No** : _____ **dated** _____ regarding selection of Service Provider for Development and Maintenance of Loan Aggregator Portal. We hereby declare that our company has not been debarred/ black listed by any PSU, Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India as on the date of bid submission.

I further certify that I am competent authority in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in Annexure –III & Annexure-IV is true and correct and also able to perform this contract as per RFP document.

Thanking you,

Yours sincerely,

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

8.6 Annexure – VI : Letter of Competence

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

(RFP No : _____ dated _____)

This is to certify that we *[Insert name of Bidder]*, address are fully competent to undertake and successfully deliver the services as per scope mentioned in the above RFP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RFP.

We certify that the quality and number of resources to be deployed by us for the project will be adequate to deliver the services professionally and competently within the prescribed time frame.

We also certify that all the information given by in response to this RfP is true and correct and also confirm that our company is eligible to perform this contract and whatever out company filed response to the Annexure –III to the response to minimum eligibility criteria is true and correct.

Thanking you,

Yours sincerely,

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

8.7 Annexure – VII : Power of Attorney

(To be executed on a non judicial stamp paper of requisite value)
(RFP No : _____ dated _____)

BY THIS POWER OF ATTORNEY executed at _____ on _____, 2018,
We, _____, a Company within the meaning of the Companies Act, 2013, having its
Registered Office at _____ (hereinafter referred to as “the Company”) doth
hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the
Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and
execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents
with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to **RFP No :**
_____ **dated** _____ **for ‘Request for Proposal for**
Development and Maintenance of Loan Aggregator Portal’ and to attend meetings and
hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully
do or cause to be done under or by virtue of these presents including anything done after revocation
hereof but prior to actual or express notice thereof being received by the person or persons for the
time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed
by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

8.8 Annexure – VIII : Letter of Conformity

(To be submitted on Bidder's letter head)

Date:

The General Manager,
Udyami Mitra Vertical
Small Industries Development Bank of India,
3rd Floor, MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai – 400 051

Dear Sir,

Request for Proposal for Development and Maintenance of Loan Aggregator Portal
(RFP No : _____ dated _____)

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

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

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

Thanking you,

Yours sincerely,

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

8.9 Annexure – IX : Bank Guarantee

RFP No : _____ dated _____
(To be executed on a non judicial stamp paper of requisite value)

BANK GUARANTEE

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

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of Rs.. _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Request for Proposal for Development and Maintenance of Loan Aggregator Portal**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.

5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____
6. The liability under this guarantee is restricted to Rs.. _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of Rs. _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or

8.10 Annexure – X : Commercial Bid – Covering Letter

(To be submitted on Bidder's letter head)

Date: _____

The General Manager,
Udyami Mitra Vertical
Small Industries Development Bank of India,
3rd Floor, MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai – 400 051

Dear Sir,

Commercial Bid – Covering Letter
RfP No. _____ dated _____

I, the undersigned, offer to provide services for the above-mentioned project, in accordance with your **RfP No. _____ dated _____** on “Development and Maintenance of Loan Aggregator Portal” and our proposal dated **[Date]**. The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and the other expenses like out-of-pocket expenses that we might incur and there will be no additional charges whatsoever. We will abide by the payment terms as mentioned in the aforesaid RfP.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the proposal, i.e., **[Insert date]**

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

8.11 Annexure – XI : Commercial Bid

Format A (Development and Maintenance of Loan Aggregator Portal)

RfP No. _____ dated _____

(All amt in Rs.)

Sl.No.	Particulars	Service Type	Year 1			Year 2		
			Base Cost	Taxes	Total	Base Cost	Taxes	Total
1	Quarterly Maintenance and Support of the Portal software**	Software Support Services						
2	Software Development Rates - manage and implement evolving changes\$\$	Software Development Services						
Total (A)								

** This would include all services as per the scope of this RFP except for portal software development.

\$\$ Bidder to provide person / man-month rate for the purpose of calculation of the cost of person-months for the purpose of calculation of TCO. Actual requirement / utilization of the Resources in case of additional work not covered by this RFP or any changes in the scope shall be reviewed, signed off by SIDBI and shall be paid as per the Unit Price per month per person on pro-rata basis which shall be arrived at based on these rates. Resource deployment would be mutually decided between SIDBI and the selected Bidder. Bidders to note that rates of the personnel for software development specified in this format (Sl. No. 2), will be used during any new requirement development / enhancement / change management phase.

Bidder may please make note of the following:

1. The costs must be in Indian Rupees.
2. Details of prices which would be taken and method to be followed for commercial evaluation is mentioned in section 6.2.6 of the RfP.
3. No conditions should be stipulated in the commercial bids. The conditional bids shall be rejected.

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

8.12 Annexure – XII : Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**Request for Proposal for Development and Maintenance of Loan Aggregator Portal**” as per scope defined in the **RFP No : _____ dated _____** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and an office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400 051 (hereinafter referred to as the BANK) and,

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

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

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

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

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

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, document, plan, pattern, sample or information (to be) furnished or shared by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

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

8.13 Annexure – XIII : Bank Mandate Form

(To be submitted on Bidder's letter-head in Duplicate)

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

1. Name of Borrower / vendor / supplier: _____

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier: _____

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

GSTIN _____ GSTIN State _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE ²	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

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

Place : _____
Date : _____

Signature of the party / Authorized Signatory with Seal

.....
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.

8.14 Annexure – XIV : Statement of Deviations

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

Request for Proposal for Development and Maintenance of Loan Aggregator Portal

(RFP No : _____ dated _____)

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

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

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

Table 8-1 List of Deviations

List of Deviations			
S. N.	Clarification point as stated in the tender document	Page / Section Number in RFP	Comment/ Suggestion/ Deviation
1.			
2.			
3			

<additional rows may be added, if required>

Date Signature of Authorised Signatory:

Place Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

8.15 Annexure – XV - EMD / Bid Security Form

(RFP No : _____ dated _____)

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF REQUISITE VALUE)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA (SIDBI)**

WHEREAS (Name of Service Provider) (hereinafter called the “Service Provider”) has undertaken, in pursuance of **RFP No : _____ dated _____** for **Development and Maintenance of Loan Aggregator Portal** (Herein after called the the “RFP”) to you.

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

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

We ----- (Bank) further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of SIDBI in writing.

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

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

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the service provider;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the service provider;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the Service Provider or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the Service Provider;

- 5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- 6. any change in constitution of the Service Provider;
- 7. any petition for the winding up of the Service Provider has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

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

This guarantee is valid until the day ofand a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Service Provider's Bank)

.....

Date.....

Address

.....

8.16 Annexure – XVI : Resource Credentials

(To be submitted on Bidder's letter head)

Request for Proposal for Development and Maintenance of Loan Aggregator Portal

(RFP No : _____ dated _____)

Table 8-2 Resource Credentials

Srl. No.	Roles	Name	Academic & Professional Qualification	Work experience	No. Of Projects handled	Relevant work experience	Remark
1.							

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

8.17 Annexure – XVII : Pre Contract Integrity Pact

PRE CONTRACT INTEGRITY PACT

(RfP No : _____ dated _____)

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF REQUISITE VALUE)

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place on ---- day of the month of ----, ----(Year) between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to issue RfP for ‘**Development and Maintenance of Loan Aggregator Portal**’ and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other

intermediaries in connection with contract and the details of services agreed upon for such payments.

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

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

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

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Performance Guarantee/Security Deposit, with the BUYER through any of the following instrument.
 - (i) Bank Draft on a Pay Order in favour of -----
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)

- 5.2. The Earnest Money/Security Deposit shall be valid for a period of five years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
- (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its

behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3. The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Please refer to Important Information Section for details.
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8. The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

shall not approach the courts while representing the matters to IEM and he/she will wait their/his decision in the matter.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

13. This pact shall be deemed as part of the contract that may be entered into pursuant to this RfP.
The parties hereby sign this integrity Pact, at _____ on ____

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

8.18 Annexure XVIII – Conformity of Hardcopies (To be submitted on Bidder’s letter head)

Date: _____

The General Manager,
Udyami Mitra Vertical
Small Industries Development Bank of India,
3rd Floor, MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai – 400 051

Dear Sir,

Conformity of Hardcopies
RfP No. _____ dated _____

We, the undersigned bidders, having read and examined bid along with terms & conditions the aforesaid RfP document, issued by SIDBI and hereinafter referred as ‘bank’ do hereby covenant, warrant and confirm as follows.

The soft copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

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

End of RFP Document