



भारतीय लघु उद्योग विकास बैंक  
Small Industries Development Bank of India

एमएसएमई के इक्विटी वित्तपोषण के लिए एक प्लैटफॉर्म का विकास और रखरखाव  
हेतु प्रस्ताव का आमंत्रण

**REQUEST FOR PROPOSAL (RFP)  
FOR DEVELOPMENT AND MAINTENANCE OF A PLATFORM FOR  
“EQUITY FINANCING TO MSMEs”**

भारतीय लघु उद्योग विकास बैंक  
तृतीय तल, आत्मा राम हाउस, 1, टोल्स्टोय मार्ग,  
नई दिल्ली - 110001

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
3<sup>rd</sup> FLOOR, ATMA RAM HOUSE, 1, TOLSTOY MARG,  
NEW DELHI - 110001

(निविदा सं: UV/22042020/OUT/05263 दिनांक 23 अप्रैल 2020)  
(RFP No: UV/22042020/OUT/05263 dated 23<sup>rd</sup> April 2020)

वेबसाइट / Website:  
[www.sidbi.in](http://www.sidbi.in)

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## 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. Market place means a digital platform where MSME applicants, lenders and service providers converge.
9. For the purpose of this RFP, “Website”/ “Portal” / “Platform” / “Web-Portal” refer to portal / platform to be developed & maintained for providing an ecosystem / market place for facilitating “Equity Financing to MSMEs” including any associated portal / mobile apps which may arise out of evolving requirement of the portal.

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 \_\_\_\_\_ 2020)

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	30th April 2020	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)	04 <sup>th</sup> May 2020	सायं 03:00 बजे at 03:00 PM
3	बोली जमा करने की अंतिम तिथि/ Last date for submission of bids	14 <sup>th</sup> May 2020	सायं 5:00 बजे तक by 5:00 PM
4	बोली जमा करने एवं पूर्व – बोली बैठक का पता / Address for Bid Submission & Pre-bid Meeting		
	महाप्रबंधक भारतीय लघु उद्योग विकास बैंक उद्यमीमित्र उद-भाग, तृतीय तल, आत्मा राम हाउस, 1, टोल्स्टोय मार्ग, नई दिल्ली – 110001 दूरभाष: 011-23448450	General Manager Small Industries Development Bank of India, Udyami Mitra Vertical, 3 <sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg, New Delhi - 110001 Phone: 011-23448450	
5	न्यूनतम व तकनीकी बोली खोलने की तिथि व समय/ Date & Time of Opening of Minimum Eligibility bid & Technical bid	15 <sup>th</sup> May 2020	प्रातः 11.30 बजे 11.30 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		
	Rudra P Mishra, AGM 011-23448344 rudrapmishra@sidbi.in	Neeraj Verma, Manager 011-23448432 neerajverma@sidbi.in	

10	Independent External Monitor (IEM) appointed by the CVC	Appointment of IEM is under process.
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**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 an agency / firm / Service Provider for “**Development & Maintenance of a Platform for Equity Financing to MSMEs**”. 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 : Neeraj Verma  
Position : Manager  
Email : neerajverma@sidbi.in  
Telephone : +91 - 11 - 23448432

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.

### 2.6 Receiving of 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](http://www.sidbi.in)) website within maximum 05 working days of the pre-bid meeting. It would be responsibility of the bidder to check the website 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><b>Minimum Eligibility Bid</b></p> <ul style="list-style-type: none"> <li>• Bid Covering letter as per format prescribed in <b>Annexure-I</b></li> <li>• General Information about Bidder as prescribed in <b>Annexure-II</b></li> <li>• Response to Minimum Eligibility Bid as per format prescribed in <b>Annexure-III</b></li> <li>• DDs/Instruments towards bid price</li> <li>• DDs/Instruments towards Earnest Money Deposit (EMD)</li> </ul> <p style="text-align: center;">OR</p> <p>Bank guarantee towards EMD as per format prescribed in <b>Annexure-XV</b>.</p> <ul style="list-style-type: none"> <li>• Declaration regarding clean track record, as per format prescribed in <b>Annexure-V</b>.</li> <li>• Letter of competence as per format prescribed in <b>Annexure-VI</b>.</li> <li>• Bank Mandate Form as per format prescribed in <b>Annexure-XIII</b>.</li> <li>• Pre Contract Integrity Pact as per format prescribed in <b>Annexure-XVII</b></li> </ul>	One hardcopy and <u>one soft copy in Pen Drive</u>	“ <b>Minimum Eligibility</b> – Request for Proposal for <b>Development &amp; Maintenance of a Platform for Equity Financing to MSMEs – (RFP No : _____ dated _____)</b> ”
II	<p><b>Technical Bid</b></p> <ol style="list-style-type: none"> <li>i. Response to Technical Bid as per format prescribed in <b>Annexure-IV</b></li> <li>ii. Power of Attorney as per format prescribed in <b>Annexure-VII</b>.</li> <li>iii. Letter of Conformity as per format prescribed in <b>Annexure-VIII</b>.</li> <li>iv. Non-disclosure Agreement as per format prescribed in <b>Annexure-XII</b>.</li> </ol>	One hardcopy and <u>one soft copy in Pen Drive</u>	“ <b>Technical Bid –</b> Request for Proposal for <b>Development &amp; Maintenance of a Platform for Equity Financing to MSMEs – (RFP No : _____ dated _____)</b> ”



Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	v. Statement of Deviation as per format prescribed in <b>Annexure-XIV</b> vi. Resource credentials as per format prescribed in <b>Annexure-XVI</b> vii. Conformity of Hardcopies as per format prescribed in <b>Annexure - XVIII</b>		
<b>III</b>	<b>Commercial Bid</b> i. Commercial Bid Covering Letter as per format prescribed in <b>Annexure-X</b> ii. Response to Commercial Bid as per format prescribed in <b>Annexure-XI.</b>	<b>Only Hardcopy – One</b>	<b>“Commercial Bid – Development &amp; Maintenance of a Platform for Equity Financing to MSMEs – (RFP No : _____ dated _____)”</b>

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 & Maintenance of a Platform for Equity Financing to MSMEs – (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. Bidders must have close watch on SIDBI website during the intervening period before submitting response to RFP.

- 7.** The bidder cannot quote for the project in part.
- 8.** Each bidder shall submit only one proposal.



### 3. Background

#### 3.1 Introduction to SIDBI

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. 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.

#### 3.2 U.K. Sinha Committee - Recommendation

MSMEs in India, for equity / equity like assistance, largely rely on informal sources, i.e. own savings and funding from family & friends. Debt has been a preferred mode of borrowing for entrepreneurial activity in India through products such as Loan Against Property (LAP) and Gold / Jewel Loans, unsecured loans from friends and relatives.

Formal sources of equity or equity-like capital like Angel Investors (pre-seed and seed-stage) and Venture Capital Investors (early stage but where revenues are available) are difficult to tie-up for MSMEs. Venture Debt is a relatively new instrument in the Indian market that provides high-cost debt to early stage enterprises.

Some of the options available to MSMEs to address various issues are as under:

- (i) Equity Financing for Startups (MSMEs) - The Nature of MSME Startups is different from traditional manufacturing enterprises. Their requirement for equity / debt per se is not merely for capital expenditure, but could be for working capital and for development of digital prototypes, marketing, team hiring, Research & Development (R&D), etc.
- (ii) SME exchange
  - a. Listing on an exchange provides a number of benefits to MSMEs & stakeholders. However, MSMEs, due to enormous disclosure and compliance requirement, shy away from listing burden.
  - b. The awareness level of MSMEs on long term growth benefits of getting listed on the SME exchanges is very low.
- (iii) Access to credit and risk capital – Many a time, due to innovative or pathbreaking routes adopted by Startups banks are unable to assess the need. Due to informal nature, MSMEs lack access to formal credit as banks faces challenges in credit risk assessment owing to lack of financial information, historical cash flow data, etc.

**IFC Report, November 2018 on “Financing India’s MSMEs – Estimation of Debt Requirement of MSMEs in India – stated the following:**

- (i) MSME Debt Demand - overall demand for both debt and equity finance by MSMEs is estimated to be INR 87.7 trillion, which comprises INR 69.3 trillion of debt

demand and INR 18.4 trillion of equity demand.

- (ii) MSME Credit Gap - Despite increase in financing to MSMEs in recent years, the addressable credit gap in the MSME sector is estimated to be INR 25.8 trillion (USD 397 billion) which formal financial institutions can viably finance in the near term
- (iii) Limited Equity base – on account of inadequate equity base, MSMEs often take loans from multiple lenders, overextending themselves financially and making them vulnerable to the defaulting. Additionally, these enterprises also access credit from the informal sources, which are not reported to the credit bureau. Hence, financial institutions continue to err on the side of caution and are discouraged from provide finance to MSMEs.

With this backdrop, U K Sinha Committee of Reserve Bank of India (RBI) recommended the following in its report dated June 2019.

***“SIDBI, as a nodal agency, should ideally play role of a facilitator to create platform wherein various Venture Capital Funds can participate and in turn create multiplier effect for providing Equity Support to MSMEs. For this it has to help popularize/ spread awareness of new ways of investing (modified term sheets for instance)”***

This RFP is being floated for implementation the above recommendation of U.K. Sinha Committee and it is proposed to develop a new digital platform for facilitating the investors and investee for developing equity / equity like financing ecosystems for MSME sector in the Country.

#### 4. Scope of the services

A digital platform with sophisticated features and functionalities is proposed to be developed from the scratch for providing opportunity for Investor and Investee to join hands at one place (Match-Making Platform) for developing equity / equity like financing ecosystem for MSME sector in the country.

The primary purpose of this assignment is to bridge a gap between MSME Entrepreneurs and the investors by deploying a web-based solution that will cater to the needs of MSME Entrepreneurs who are on an outlook to raise funds for their start-up ideas and of the Venture Capitalist who wants to invest in a new business ideas. The desired solution will act as a one stop solution for all the activities involved in crowdfunding like application process, firm declaration process, screening of business ideas, due diligence process and many more.

This section explains the broad outline of the project. However, the detailed process and the exact requirement shall be finalized post selection of the bidder at the time of the implementation.

##### 4.1 Key requirement

- a. To build a web application platform for MSME Equity funding Program
- b. To develop customized solution within built dynamic workflow management solution
- c. To develop necessary mobile based and tab based applications for the successful delivery of the program and its implementation.
- d. To develop a Virtual Assistant (Chatbot) to facilitate stakeholders (visitors on the portal) to address their queries with more than 95% accuracy in the responsiveness.
- e. To meet dynamic business requirements like customized dashboard for every stakeholder
- f. On-boarding of Start-ups, Venture capitalist, Mentoring Agencies, Due Diligence Agencies, and other stakeholders in the ecosystem as and when required.
- g. Ability to match MSME Start-ups to corporate investors/ Venture Capitalist and service providers fulfilling their need
- h. Lead generation in minimum time

##### 4.2 Key Users

- a. Investee (MSME Entrepreneurs)
- b. Investors (Venture Capitalist / Angel Investors)
- c. SIDBI Admin
- d. Mentoring Agencies
- e. Due Diligence Agencies
- f. Government / Regulatory Authorities  
(as required over a period of time)

### 4.3 Functionalities

The proposed platform shall have the following modules:

- a. Investor module (Venture Capitalist / Angel Investors, etc.)
- b. Investee module (MSMEs)
- c. SIDBI Admin module (with content management system)
- d. Mentoring Agency Module
- e. Due Diligence Agency (DDA) module
- f. Government / Regulatory Authorities

Some of the functionalities are briefly explained below:

#### 4.3.1 Investor Module (AIFs/ VCs)

The following modules shall be available on the portal for the investor to perform:

##### 4.3.1.1 Investor’s Onboarding

Investors can apply to this portal by following quick registration process. This registration process allows user to enter minimalistic details as follows:

- Name of Contact Person
- Enterprise Name
- Email ID
- Mobile No.

After entering these details, an OTP will be sent on Investors provided mobile number for verification purpose. Once the OTP is verified, the Investor will be navigated to Profile and firm declaration form.

Onboarding of the investors shall be based on a due-diligence process module by SIDBI.

##### 4.3.1.2 Investors Expectation Module

Investors can fill in the expectation form based on their profile and the kind of firm they are looking for equity investment based on certain criteria as under:

- Size of the Company
- Sectoral Interest
- Geographical Interest
- Exposure Wise – Size of Assistance
- Innovation (export, etc.)

#### 4.3.1.3 Investors Profile & Declaration

After successful registration, Investor will have to fill the profile and firm declaration form. Filling profile section details is mandatory for first time login user. Upon submission of the profile and firm declaration form, the application will be submitted to SIDBI admin. Once the application is approved by SIDBI, a registration link with username and temporary password will be provided to the VC. On first time login the VC will be asked to set a new password. Upon successfully change of password, the VC will be navigated to dashboard.

Format of the profile section (fields to be captured) and firm declaration form (format / template) shall be devised and drafted by SIDBI and shall be shared with the agency shortlisted for the assignment.

#### 4.3.1.4 Login

Every system user can login to the system by selecting login option from home screen. The login system may be OTP based or Username & Password based considering the type of the user.

#### 4.3.1.5 Dashboard

A dynamic dashboard for Investor showing graphical summary of MSME applications shall be designed & developed. Various field wise filters will be provided to sort the details (for e.g. Period, State, District, Category, Gender, etc.). Based on these selections, dashboard's value get change automatically. On clicking on the view detail button, information shall be detailed out. Some of the key information to be displayed on the dashboard are indicated below (indicative only, the exact requirement of the fields to be displayed shall be finalized at the time of finalization of Business Requirement Document – BRD).

##### Key statistics (Count)

- Total applications in the MSME marketplace
- Total funding (in Rs.)

##### MSME Application Statistics (Donut graph and count)

- • Total applications marked as 'Interested'
- • Total online applications Approved
- • Total online applications Rejected
- • Total online applications Funded

##### Heat Maps

The user can also generate reports by clicking on any data on the dashboard.

#### 4.3.1.6 MSME Market Place

- Marketplace will display the entire business idea application list which is submitted on the portal by MSME applicant. Multiple Investors can shall have option to fund a single MSME application.

- Investors will have the rights to view any application and download the related documents. If the Investor is interested in funding any of the business idea, then they can mark the application as '**Interested**'.
- Once the application is marked as interested, the Investor can schedule a meeting with the MSME applicant. After the meeting is conducted, the Investor can capture remarks/ feedbacks in the system and then close the meeting.
- The meeting can be closed by marking the meeting as '**Closed**'. If the Investor wishes to further perform due diligence on the MSME, they can mark the application for Due diligence or can directly '**Approve/Reject**' the MSME application.
- If the application is marked for due diligence, a request will be sent to the due diligence agency and the agency will then carry out the due diligence process. Once this process is completed, the Investor can then mark the application as 'Approved' or 'Rejected'
- If Investor wishes to allocated funds for any of the approved applications, they can mark the applications as '**Allocate funds**' where in VC will have to enter further details about fund allocation like- Funding Amount, Funding date, Remarks etc.
- If Investor selects "**view details option**", a detailed view of application process/ progress shall be shown likewise. Progress like application received at Investor's end, application marked as 'Interested', Verification by due diligence agency, Application approved/ Reject. The Investor can also view details about how much the business idea has been funded like- percentage of funds raised, Amount of funds raised etc.

#### 4.3.1.7 Match-Making Tool – Lead Generator

- A match-making tool based on pre-defined criteria to be build in based on which a personalized deals based on the expectation / interest of the investor will be generated and will be displayed to the investor. This will act as a “Lead Generator” for the investor to act upon quickly and pick up the opportunity for making equity investment.

#### 4.3.1.8 Meeting Module

- Under this section, the Investor will be able to schedule a meeting with the MSME applicant. Once the meeting is scheduled by Investor, a unique meeting ID will be generated. Following details will be captured while scheduling a meeting
  - Meeting Date
  - Meeting Time
  - Meeting Venue
  - Attendees
- On scheduling a meeting an auto generated Email and SMS will be triggered to the MSME applicant. The Email and SMS will include the details of the meeting (Meeting ID, Meeting Date, Meeting Time, Meeting Venue). Once the meeting is completed, the Investor can capture remarks and mark the meeting as '**Closed**'.
- The Investor will also have rights to '**Cancel**' or '**Reschedule**' the meeting'

#### 4.3.1.9 Digital Connect

- The portal shall also have the following digital functionality

- **“Video-Conference”** (VC) for digital discussion between the Investor and Investee including feature of recording the VC content (transcription of the VC discussion).
- Feature for sharing standard term sheet by Investor to Investee.
- Feature for recording the status of each application i.e. connected, term sheet, Shareholder Subscription Agreement (SSHA), Sanctioned details, Disbursement details, Declined proposals, etc.

#### 4.3.1.10 Chat to Connect

- The Investor and Investee shall also have a “Chat” option to connect & have meaningful discussion. Also, through this module, the investor can interact with the MSME and poses queries related to the investment opportunity and the proposed project by the MSME applicant for equity investment.

#### 4.3.1.11 Reports

- Under this section, various reports will be provided. The user will have the functionality to view and export the reports.

### 4.3.2 Investee Module (MSME Applicant)

#### 4.3.2.1 Home Screen

The MSME Equity Financing Platform can be accessible by entering application link on any web browser. Following options will be present on the Home screen-

- **Login for all users**
- **Informative sections-**
  - About Us
  - Programs
- **Knowledge Centre**
  - E-learning Modules
  - Knowledge Sessions – Skill Building Programs
  - DOs / DOn'ts
  - “How to” Series
  - Articles/Blogs
  - Video Gallery
  - Success Stories
- **Real time informative data about-**
  - Amount of funds raised
  - No. of Start-ups supported

- No. of VCs onboarded
- No. of Mentoring agencies onboarded
- **FAQs**

#### 4.3.2.2 **MSME Registration**

New users can apply to this portal by following quick registration process. This registration process allows user to enter minimalistic details as follows-

- Name of the applicant
- Email ID
- Mobile No.

After entering these details, a six-digit OTP will be sent on applicant’s registered mobile number for verification purpose. Once the OTP is verified, the applicant will be redirected to the dashboard. OTP timeout will be 3 mins

#### 4.3.2.3 **Login**

Every system user (MSME applicant, Investors, Hand Holding Agencies, etc.) can login to the system by selecting “Login” option from the “Home Screen”.

MSME Applicant can login to the portal via registered mobile no (through OTP based authentication process).

#### 4.3.2.4 **Profile Section**

After successful registration, MSME aspirants will have to fill the profile form. Filling profile section details is mandatory for first time login user. Upon submission of the profile form, the applicant will successfully login and can access the dashboard. Following details will be captured in profile.

- Personal Details
  - Name
  - Mobile No.
  - Gender
  - Email Id
  - State
  - District
  - City/Town
  - Pin code
- Business Details
  - Enterprise Name
  - MSME Status



- Business Experience (in Years and in Months)
- Industry
- Sector
- Gross Annual Income
- Gross Annual Profit

On successful filling and submission of mandatory profile fields, applicant can proceed further to applicant’s dashboard (MSME Dashboard).

#### 4.3.2.5 MSME Dashboard

Once user logs in to the system, a dashboard will be seen which comprise of one click option to access following modules-

- Mentoring agency
- Business idea centre
- Meeting Module
- Knowledge centre
- View Profile
- Events

#### 4.3.2.6 Mentoring Agency

Onboarding – Feature shall be provided for onboarding the mentoring agencies on the platform. The necessary templates / application form for onboarding of agencies shall be developed.

The mentoring agencies shall also have an exclusive dashboard, wherein they can see the leads / application as submitted by the applicants for providing necessary mentoring services.

This section shall enable the applicant to seek any support for their project by sending a request to the Mentoring agency or make inquiries about any Mentoring agencies.

For this, applicant has to enter area of expertise, state, district and agency name (if known). Based on these details, list of agencies will be populated. Once agency selected, a request shall be sent to that agency.

Requests sent to the Mentoring agencies by applicant will be saved in ‘**Past Enquiry**’ section. Through this section, the applicant can mark request as ‘Service complete’ or ‘Withdraw request’. Following request data will be displayed-

- Mentoring agency details
- Enquiry date
- Area of expertise
- Status of the request

Following will be the status for Mentoring requests-

- Withdrawn by Applicant- This status will appear when the request is withdrawn by applicant
- Completed by applicant- This status will appear when the request is marked as ‘Service complete’ by applicant
- Interested and In-process- This status will appear when the Mentoring agency has marked the applicant’s request as ‘Interested’
- Completed by HH- This status will appear when the Mentoring agency has marked the applicant’s request as ‘Completed’
- Rejected by HH- This status will appear when the Mentoring agency has marked the applicant’s request as ‘Rejected’
- Cancelled by HH- This status will appear when the Mentoring agency has marked the applicant’s request as ‘Not Interested.’

The Mentor interface shall also capture the following aspects to provide better and effective mentorship to the MSME applicant looking for the equity investment:

- Various mentorship programs on offer
  - Skilling Support
  - Marketing Support
  - Accounting Support
  - Legal Support
  - Technology Support
  - Strategic Support
  - Other Services
- Instruments of providing mentorship supports
  - Onsite programs
  - Offsite Programs
  - Audio / Video Guides

#### 4.3.2.7 **Business Idea Centre**

This section will allow the MSME applicant to fill the application form and describe their business idea.

The applicant can create a new business idea by clicking on the button ‘**Create New Idea**’.

On clicking it, the applicant will be navigated to the business idea application form. This application form will be divided into three sections- (i) Personal Profile, (ii) Business Idea and details, (iii) Document Upload section.

Once all the mandatory fields are entered and the required documents are attached, the MSME applicant will have to accept the declaration policy. Only then, one can submit the business idea application.

The applicant will see his past application. Applicant can create multiple business ideas but can submit only 1 active application at a time.

Through this section, the applicant will be able to-

- View and edit the application. Once the business idea application is submitted, applicant won't be allowed to edit the details.
- The applicant will be able to view the current status of his/her business idea application and its progress.
- Application download and withdraw option will be provided too. The applicant will be able to withdraw the business idea application any time before the funds are raised.
- A 'Not interested' button shall allow user to provide their input for the respected Venture capitalist.

Once the business idea application form is submitted, the system will auto generate a credit score and carry out e-KYC verification for that particular MSME. Based on this, a credit report and e-KYC report will be generated.

On submission of validated form, application will flow to application market place where it will be visible to all the investors.

#### 4.3.2.8 Meeting Module

Under this section, the MSME applicant will be able to view the meeting scheduled by the Investor. Once the meeting is scheduled by the Investor, a unique meeting ID will be generated. Following details will be displayed-

- Meeting ID
- Meeting Date
- Meeting Time
- Meeting Venue
- Meeting Status- (Scheduled/ Closed/ Cancelled/ Rescheduled)

An auto generated Email and SMS will be triggered to the applicant. The Email and SMS will include the details of the meeting (Meeting ID, Meeting Date, Meeting Time, Meeting Venue).

#### 4.3.2.9 Knowledge Centre

This section shall cover all the related information about this portal. A host of information will be provided under this section which will include the following-

- Articles/ Blogs
- Success Stories
- Video Gallery

- Image Gallery

#### 4.3.2.10 Events

Events created by SIDBI, govt. agencies and Mentoring agency shall be shown under this section. MSME applicant can see the event date and event details in calendar format. Clicking on the event date will trigger applicant to event brief. Monthly, weekly, daily filters shall be provided to navigate between dates.

### 4.4 Technical Specification

#### 4.4.1 Technology Stack

##### 4.4.1.1 Website

PHP, WordPress, Code Ignitor

##### 4.4.1.2 Web Portal (Investor, Investee, Admin, HHA, DDA)

MVC, .NetCore or any latest technology stack

##### 4.4.1.3 Reports

SSRS

##### 4.4.1.4 Database

MS SQL / Oracle

##### 4.4.1.5 Hosting

Windows, IIS

##### 4.4.1.6 Licensing / Subscription to the services

- Microsoft Azure (LUIS – Natural Language Processing) for Chatbot
- SMS Service Providers (AWS / SMS Horizon / HindIT Solutions/2Factor, etc.)
- Tableau / Google Analytics

#### 4.4.2 Interfacing Capabilities

The application will have interfacing capabilities through API with the required modules in future for any kind of integration.

### 4.5 Scope of Maintenance

Scope of maintenance across the portals will include as follows:

- a. Change of Color & Font of fields, background etc.
- b. Addition / change in field validations
- c. Change of position of fields on the screen/page.
- d. Resolution of bugs reported
- e. Maintaining latest version of Applications on respective stores and in production environments.
- f. Compilation on new version of development tools
- g. Resolution of issues raised by application stores where apps are deployed.
- h. Patches, fixes and critical security alerts as required.
- i. Documentation
- j. Conform to a response time aligned to service levels defined in Service Criteria.

#### **4.5.1 Portal Maintenance/ uploading requirements on the portal:**

1. Vendor need to provide portal maintenance / uploading services during normal office hours on 6 days per week basis i.e. during Monday to Saturday. The maintenance / uploading services beyond normal offices and on public holidays / Sundays is to be provided on best efforts basis.
2. Hosting SIDBI provided content in eBook format.
3. Maintenance/ additions/ updation in Contents (static & dynamic) and Graphics etc. of portal.
4. Up-loading/ Removing/ Moving of web pages, links, graphics, animation, advertisements etc.
5. The hosting of information in all cases has to meet the prescribed deadlines. Maintaining strict confidentiality till the document is published and publishing them at the notified time are absolute prerequisites.
6. Bug fixing, ensuring smooth access by browser from / through relevant modes.
7. Monitor & optimize the portal for performance (e.g. ensuring sites have enough storage space, loading quickly etc.) in coordination with Portal hosting service provider.
8. Detailed Analytic Reports for the Portals to be provided by selected Service Provider on monthly basis or whenever required with Google/ appropriate analytic tool, along with suggestion to improve.
9. Service Provider should be able to troubleshoot any unforeseen problems with the Portal at a short notice.
10. All the maintenance & development activities should be carried out so as to protect and ensure that the websites (sidbi.in, smallB.in & venturefund.sidbi.in) remains:
  - WCAG Level II compliant
  - IPV 4 and IPV 6 compliant
  - Convenient Interface over mobile phones, tablets, desktops etc.
  - Responsive
11. Accessibility and WCAG Level II compliance may be verified by using online verification tool.

12. Selected Service Provider needs to provide the backup of the Portal to SIDBI, whenever asked by SIDBI. The backup of the portal application including source code, database, technical documents, test cases, test results etc. to be provided to SIDBI, whenever required.
13. The service provider should ensure that Portals are safe from all malafide activity/ hacking/ defacing attempts. The onus of installing the latest software to achieve this goal will be on the service provider during the entire term of engagement.
14. The modules being developed for the Portal should be going through a mandatory Quality Control and QA testing.
15. The Portals should have a UAT environment for all the modules to be tested by SIDBI. Service Provider has to create such an environment on the existing infrastructure where the Portal has been hosted. All new pages or any update/ changes need to be first carried-out at UAT site and on confirmation by SIDBI the same need to be posted on the main Portal.
16. The selected Service Provider must maintain the integrity of the site, in co-ordination with portal hosting service provider, against spam, ransomware, hackers, viruses and electronic attacks via firewalls, security software and passwords. This would include checking the content given by SIDBI itself for in-built vulnerabilities or if they would cause vulnerabilities.
17. Service Provider should implement the best practices for the portal as per CERT-In/ RBI/ Govt Guidelines.
18. Meeting the technical design / architecture consideration requirements

#### **4.6 Other guidelines**

- i. Bidder shall be responsible for overall completion of the scope of work defined in this project.
- ii. Bidder shall also be responsible for carrying out bug-fixing related to the development of the portal and post development as well.
- iii. Bidder should adhere to the compliance with regulatory guidelines
- iv. 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.
- v. The bidder shall have to manage the platform for a duration of two (2) years and transfer the platform, IPR, data etc. to SIDBI after end / termination of the contract. The contract may be extended for another one (1) years on mutually agreed terms.
- vi. 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. The portal application including source code, libraries, APIs etc. is to be transferred.
- vii. SIDBI will revisit the overall operations of the portal after 2 years of implementation & operations of the platform. Post review, SIDBI will decide the future course of action.
- viii. Bidder should ensure that transactions in the portal shall be in INR.
- ix. Bidder shall ensure that system, data and operations are transitioned without any business impact.
- x. Bidder should provide monthly reports or ad hoc reports of the transactions on the platform to SIDBI.  
*Any activity carried out on portal by stakeholders involving change in status of any parameter and/ or data shall be considered as a transaction.*
- xi. To accelerate the platform implementation, Bidder should publish the standard APIs as per the implementation timelines

- xii. Bidder will ensure that the evolved system is certified and is in compliance with the applicable standards.
- xiii. 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.
- xiv. 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.
- xv. Entire data on the portal shall be the property of SIDBI without any claim rights/ claim from the bidder / contracted agency.
- xvi. The portal shall be bilingual (Hindi & English) based on evolving requirements. The translation shall be provided by SIDBI.
- xvii. All the physical servers, storage and other IT hardware from where cloud resources are provisioned must be within Indian data centers only.

#### **4.7 Technical Design Considerations**

The system should be maintained and built, following the below considerations:

##### **4.7.1 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.

##### **4.7.2 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.

##### **4.7.3 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 after-thoughts but designed into the strategy of the system from day one.

##### **4.7.4 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. Smart Devices means any such software/ hardware with which the portal may be connected through API, based on evolving requirement

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

#### **4.7.5 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).

The functionality and architecture will be discussed during implementation of the project and separate change request shall be considered by SIDBI. However, it is clarified that SIDBI shall not incur any further cost for the said change request apart from the one quoted in Commercial Bid by the bidder.

#### **4.7.6 Technical Architecture**

Technical architecture of the envisaged portal / application includes layer wise different business services, external integration, content management, MIS generation / reporting/ change of format (as per emerging requirements), workflow implementation, and notification services.

#### **4.7.7 Hosting of Portal**

The portal may be hosted by any agency selected by SIDBI. The Bidder would be required to provide details of the minimum requirements of hardware and software as part of the bid. Bidder would be responsible for configuration, deployment etc., as mentioned in section 4.5.1

### **4.8 Implementation Scope**

Implementation scope shall consist of:

#### **4.8.1 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.

#### **4.8.2 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.

#### **4.8.3 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.

#### **4.8.4 Integration/Interface Requirements**

The implementation of the Platform shall 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. APIs for connecting to these interfaces / services shall require to be developed by the Bidder within the proposed solution.

#### **4.8.5 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 & subsequent customization/upgrade for UAT. UAT shall be done by nominated officials / agency of SIDBI.

#### **4.8.6 Go Live**

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

#### **4.8.7 Other Support Requirements**

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

- 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.
- 24x7 unlimited Support through customer care. Means that, the solution should be live 24x7. The Bidder shall provide 24x7 customer support to SIDBI and 9 hrs x 6 days Customer Support to portal users with whom portal is integrated / to be integrated (for e.g. NPCI, UIDAI, NCGTC, CGTMSE, Credit Bureaus, Credit Rating Agencies, Banks / Financial Institutions, data providers etc.)
- The operation support (360 degree). This will include entire operational support to all stakeholders of the portal.
- 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. SIDBI shall provide sitting arrangement for the onsite resource in its premises. However, the cost towards Laptop, Calls, Internet access, etc. shall be borne by the bidder.
- Re-installations, in the event of system crash/failures.
- Develop Standard Operating Procedures (SOPs).

- Overall 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. **Bidder shall propose a data archival policy for our consideration.**
- 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. **Bidder shall propose a data backup policy for our consideration.**

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

#### 4.9 Roles and Responsibilities

The roles and responsibilities that are required to be carried out by SIDBI and Selected Technology Enabler for successful execution of the project is as under.

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 proposed 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

\*For all the changes on the portal, UAT shall be carried out. Sign off from SIDBI after satisfactory resolution of bugs reported in UAT shall be required before implementing changes in production. Frequency of the audits shall half yearly or need based or as decided by SIDBI or as and when there is an event of implementation of a major change

release.

#### **4.10 Implementation Timelines**

The proposed evolving platform shall be made live within **03 Months** from the effective date of contract (as per the defined Scope of Work) to the satisfaction of SIDBI 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"> <li>A company incorporated in India under the Companies Act, 2013 Limited Liability Partnership (LLP) registered under LLP Act, 2008 and subsequent amendments thereto</li> <li>Registered with the GSTN</li> </ul>	<ul style="list-style-type: none"> <li>Copy of Certificate of Incorporation</li> <li>Copy of Registration Certificates with the GSTN</li> </ul> <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 <sup>st</sup> March 2020	Copy of Certificate of Incorporation
3	The Bidder should have: <ul style="list-style-type: none"> <li>Positive net worth (tangible) of Minimum Rs. 2 crore as on 31<sup>st</sup> March 2020.</li> <li>Revenue level of Rs. 5 crore &amp; above for last 2 FYs (FY 2018-19 and FY 2019-20) from application software development and IT maintenance operations</li> </ul> <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>	<ul style="list-style-type: none"> <li>Copy of audited Balance Sheets and Profit &amp; Loss Statements for the last three financial years (FY 2017-18, FY 2018-19 and FY 2019-20).</li> <li>A CA certificate certifying Revenue level of Rs. 5 crore &amp; above for last 2 FYs (FY 2018-19 and FY 2019-20) from application software development and IT maintenance operations to be furnished.</li> <li><u>For FY 2019-20, provisional financial statements (CA certified) may also be submitted.</u></li> </ul>
4	The Bidder should have the experience of working with Banks / FIs / NBFCs /Fintechs for software development, implementation and maintenance of portal for at least 12 months.	<ul style="list-style-type: none"> <li>Citation as per format specified in Annexure ‘and’</li> <li>Copy of Work Order and Completion Certificates from the client; ‘OR’</li> <li>Work Order and Phase Completion Certificate from the client; ‘OR’</li> <li>Copy of client certificate as documentary proof for the stated criteria and implementation status;</li> </ul> <p>Note:</p> <ol style="list-style-type: none"> <li>All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity.</li> <li>All the supporting documents mentioned above shall be required from all the bidding entities.</li> </ol>

S. No.	Criteria	Evidence required
		3. In the event the bidder is running its own portal, a self-certification shall be considered.
5	The Bidder should not have been blacklisted by Govt. of India/State Government/ Central PSU / Multilateral / bilateral agencies / and regulators, etc. 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 New Delhi or is willing to setup office in New Delhi to handle the project smoothly from New Delhi.	Self declaration with address and contact details on letter-head.
8	The Bidder should be in compliance with the regulatory requirement, as applicable to them.	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 2017-18, 2018-19, FY2019-20), 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.

## 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. 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.

#### 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
<b>A. TECHNICAL CAPABILITIES</b>		<b>40</b>
<b>A.1</b>	No. of Full-time employees (technical / professional) as on March 31, 2020:  <ul style="list-style-type: none"> <li>✓ &gt;50 → 15 marks</li> <li>✓ 25 to 50 → 10 marks</li> <li>✓ &lt; 25 employees → 5 marks</li> </ul>	15
<b>A.2</b>	No. of employees having experience (minimum two years) in the following areas: ( <b>Max. 10 marks</b> ) <ul style="list-style-type: none"> <li>• Software Development</li> <li>• UI/UX, website/ portal design</li> <li>• API based integration</li> </ul> No. of resources: <ul style="list-style-type: none"> <li>✓ &gt;10 → 10 marks</li> <li>✓ 6 to 10 → 7 marks</li> <li>✓ 2 to 5 → 5 marks</li> <li>✓ &lt;2 resources → 0 marks</li> </ul>	10
<b>A.3</b>	No. of employees having experience in Data Analytics – <b>Max. 10 marks</b>  No. of resources: <ul style="list-style-type: none"> <li>✓ &gt;5 → 10 marks</li> <li>✓ 3 to 5 → 7 marks</li> <li>✓ 1 to 3 → 5 marks</li> <li>✓ No resource → 0 marks</li> </ul>	10
<b>A.4</b>	<i>Bidder having experience of handling Matching Engines on portals – Max. 5 marks</i>  If, <ul style="list-style-type: none"> <li>✓ Yes → 5 marks</li> <li>✓ No → 0 marks</li> </ul>	5
<b>B) Proposed Approach &amp; Methodology &amp; Solutions for Platform Development &amp; Maintenance</b>		<b>60</b>
<b>B.1</b>	The solution for each module/ feature / functionality.  The proposed solution should be supported by write up and implementation plan. Evaluation shall be done separately as well as collectively for each module and combined solution based on the write -up and implementation plan submitted herewith along with the presentation made by bidders.	<b>20</b>
<b>B.2</b>	<i>Approach &amp; Methodology (presentation to be made by bidders) on the following aspects:</i>	<b>40</b>
<b>(i)</b>	Understanding of scope of work: <ul style="list-style-type: none"> <li>✓ 10 marks for Highly satisfactory</li> </ul>	10



S. No.	Parameters	Max. Marks
	<ul style="list-style-type: none"> <li>✓ 7 marks for satisfactory</li> <li>✓ 5 marks for moderately satisfactory</li> <li>✓ 0 marks for below satisfactory</li> </ul>	
(ii)	Overall approach & methodology for the proposed solution, quality of features proposed, innovation quotient and Implementation methodology <ul style="list-style-type: none"> <li>✓ 10 marks for Highly satisfactory</li> <li>✓ 7 marks for satisfactory</li> <li>✓ 5 marks for moderately satisfactory</li> <li>✓ 0 marks for below satisfactory</li> </ul>	30
	<b>Total (A+B)</b>	<b>100</b>
	<b>Minimum qualifying %</b>	<b>70%</b>

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 the 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.

\*Bidders to note that this value shall be considered / calculated as total cost indicated by the bidder in the commercial proposal and shall be calculated as “**Base Cost**” + “**Taxes**”. Accordingly, bidders are take note of the same and submit the commercial proposal as per the format only.

### 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 fixed maintenance, support and development cost in equal quarterly instalment. This would include all services as per the scope of this RFP
- 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 the platform 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, New Delhi Office.
8. “The Portal or Platform” refers to the proposed platform to be developed and maintained for equity financing to MSMEs.

#### **7.1.2 Location**

The agency shall place on-site project coordinator at SIDBI premises at New Delhi 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. Bidder will ensure laptops & internet connection 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 is in the process of appointment of an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission.

#### **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](http://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 during the contract period 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 New Delhi 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, GoI.
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 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 (Lol)/ 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 / Award of contract 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**

- 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:

1. The payment shall be made in equal fixed instalment on a quarterly basis.
2. 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.
3. All payments would be made after deducting penalties if applicable and applicable taxes and cess.
4. All the payments will be made by SIDBI 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.
5. 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.
6. All Payments will be made to the Bidder in Indian Rupee only, to the prime bidder.
7. 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 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). Any delay in implementation of service as defined in scope of the project (Section 4) shall attract a penalty. Penalty for one day delay shall be calculated as 0.01% of total contract value, subject to total penalty not exceeding 5% of the total contract value.

### **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 New Delhi, 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.

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 SIDBI or alternatively, if any relative of the officer of SIDBI 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. 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 SIDBI.

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 \_\_\_\_\_

#### 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 : 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg,  
New Delhi – 110001  
Telephone : +91 11 23448432  
Facsimile : \_\_\_\_\_

THE BIDDER : \_\_\_\_\_  
Attention : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_

#### 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).

## Appendix-I - Severity, Priority and SLAs for platform maintenance

Service Level requirements will be necessarily managed by the Service Provider **using any tool by the service provider**. Service provider will make this information available to authorised SIDBI personnel through on-line browsing and also through hard copy of the report as per requirement.

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service level monitoring will be performed by *the Service provider*. Reports will be produced as and when required and forwarded to SIDBI.

Following table describes the severity of the defects:

### Severity of Defects

Defect Severity	Business Impact	Resolution Time
<b>S0</b>	Issues causing severe business impact on Data Integrity, Security, UAT, and Transaction Accuracy	60 min - quick-fix 5 working days – permanent resolution
<b>S1</b>	Issues causing high business impact on Functionality, UI/Usability and Response Time	60 min - quick-fix 7 working days – permanent resolution
<b>S2</b>	Issues causing moderate business impact on Functionality, UI/Usability, Accessibility which do not block the user to transact	1 day- quick-fix 15 working days – permanent resolution
<b>S3</b>	Issues causing lower business impact on Functionality, UI/Usability, Compatibility which do not block the user to transact	3 days- quick-fix 15 working days – permanent resolution

*Notes: The S0, S1 issues shall be mitigated with 60 minutes of reporting the issue. The S0/S1 issues shall have a permanent resolution deployed on the servers after exhaustive testing within 5/7 working days. For S2/S3 issues permanent resolution shall be deployed within 15 working days.*

Following table describes the Priorities of the defects and resolution SLAs:

### Priorities of Defects and Resolution SLAs

Defect Priority	Business Impact	Resolution Details
<b>P0</b>	All Portal users affected. E.g. Portal is not up or Logins are blocked or Application / HH request Submit is not taking place or Payment transactions are processed to incorrect accounts, users are unable to transact in marketplace	i. Shall be resolved within 45 minutes through a quick-fix engineering. ii. A permanent solution shall be deployed within 2 working days
<b>P1</b>	All users of Bank are affected. e.g. applications of a specific Bank by all users are not being processed, issue in saving offline applications etc.	iii. Shall be resolved within 60 minutes through a quick-fix engineering. iv. A permanent solution shall be deployed within 3 working days

Defect Priority	Business Impact	Resolution Details
P2	All SIDBI users / any other relevant stakeholders' users are affected. E.g. users are not able to view reports or carry out Administrative functions	v. Shall be resolved within 1 day through a quick-fix engineering. vi. A permanent solution shall be deployed within 4 working days.
P3	A user is affected. E.g. User is not able to enter / process the transaction, specific login issues, mails / alerts / SMS not being sent	vii. Shall be resolved within 1 day through a quick-fix engineering. viii. A permanent solution shall be deployed within 5 working days.

*The UAT may be conducted by SIDBI or by any appointed third-party agencies by focusing only on the functional / acceptance test scenarios. The Bidder shall conduct testing of the software solutions exhaustively and shall ensure that all the issues are reported to SIDBI before UAT/Release.*

*Any breach in SLA shall attract a penalty as defined in relevant section of the RfP.*

## 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,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg,  
**New Delhi - 110001**

Dear Sir,

**Request for Proposal for Development and Maintenance of  
a Platform for Equity Financing to MSMEs**  
(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	<b>Address of Registered Office with contact numbers.</b>	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
6	<b>Address for Correspondence (if different from above).</b>	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
7	<b>MSME Status (Tick appropriate).</b>	
A	Company <b>does not qualify</b> the status of MSE.	
B	Company <b>does qualify</b> the MSE status.	
C	SC/ST	
D	MSE registration certificate/ Udyog AADHAAR Memorandum or a certificate from Chartered Accountant attached. <b>(Yes/No).</b>	
8	<b>PAN No.</b>	
	Copy of PAN enclosed. <b>(Yes/No)</b>	
9	<b>GSTIN No.</b>	
	Copy of GST enclosed. <b>(Yes/No)</b>	
10	<b>Sales Tax Registration No.</b>	
	Copy of Sales Tax certificate enclosed. <b>(Yes/No)</b>	
11	<b>Service Tax Registration No.</b>	
	Copy of Service Tax certificate enclosed. <b>(Yes/No)</b>	
12	<b>Contact Details of Bidder's authorized representative to make commitments to SIDBI.</b>	
A	Name	
B	Designation	
C	Land Line No. (with STD code)	
D	Mobile No.	
E	Fax No. (with STD code)	
F	Mail Id	
13	<b>Financials (for last three years)</b>	
	<b>Parameter</b>	<b>FY</b>
		<b>Amount in lakh</b>

S.N.	Description	Bidder's response
A	Revenue	2017 - 2018
		2018 – 2019
		2019 – 2020
B	Net worth	2017 - 2018
		2018 – 2019
		2019 – 2020
C	CA certificate attached for A and B above.	(Yes / No)
D	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 <sup>\$\$</sup>
1.	<p>The Bidder should be:</p> <ul style="list-style-type: none"> <li>A company incorporated in India under the Companies Act, 2013 Limited Liability Partnership (LLP) registered under LLP Act, 2008 and subsequent amendments thereto</li> <li>Registered with the GSTN</li> </ul>	<ul style="list-style-type: none"> <li>Copy of Certificate of Incorporation</li> <li>Copy of Registration Certificates with the GSTN</li> </ul> <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 31<sup>st</sup> March 2020</p>	<p>Copy of Certificate of Incorporation</p>		
3.	<p>The Bidder should have:</p> <ul style="list-style-type: none"> <li>Positive net worth (tangible) of Minimum Rs. 2 crore as on 31<sup>st</sup> March 2020.</li> <li>Revenue level of Rs. 5 crore &amp; above for last 2 FYs (FY 2018-19 and FY 2019-20) from application software development and maintenance operations</li> </ul> <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>	<ul style="list-style-type: none"> <li>Copy of audited Balance Sheets and Profit &amp; Loss Statements for the last three financial years (FY 2017- 18, FY 2018-19 and FY 2019-20).</li> <li>A CA certificate certifying Revenue level of Rs. 5 crore &amp; above for last 2 FYs (FY 2018-19 and FY 2019-20) from application software development and maintenance operations to be furnished.</li> </ul> <p>Note: For FY 2019-20, Provisional Financial statements (CA Certified) may be submitted.</p>		
4.	<p>The Bidder should have the experience of working with Banks/FIs/NBFCS/Fintechs for software development, implementation and maintenance of portal for at least 12 months.</p>	<ul style="list-style-type: none"> <li>Citation as per format specified in Annexure 'and'</li> <li>Copy of Work Order and Completion Certificates from the client; 'OR'</li> </ul>		

Srl. No.	Financial and other Requirements	Proof Required	Documents / Proof given by Bidder	Attachment Tag <sup>\$\$</sup>
		<ul style="list-style-type: none"> <li>Work Order and Phase Completion Certificate from the client; 'OR'</li> <li>Copy of client certificate as documentary proof for the stated criteria and implementation status;</li> </ul> <p>Note:</p> <ol style="list-style-type: none"> <li>All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity.</li> <li>All the supporting documents mentioned above shall be required from all the bidding entities.</li> <li>In the event the bidder is running its own lending marketplace / portal, a self-certification shall be considered.</li> </ol>		
5.	The Bidder should not have been blacklisted by Govt. of India/State Government/ Central PSU / Multilateral / bilateral agencies / and regulators, etc. 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 New Delhi or is willing to setup office in New Delhi to handle the project smoothly from New Delhi.	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.		

**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 ...

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**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 \_\_\_\_\_)

S. No.	Parameters	Max. Marks	Proof document required /	Attachment tag <sup>\$\$</sup>
<b>A. TECHNICAL CAPABILITIES</b>		<b>40</b>		
<b>A.1</b>	No. of Full-time employees (technical / professional) as on March 31, 2020:  <ul style="list-style-type: none"> <li>✓ &gt;50 → 15 marks</li> <li>✓ 25 to 50 → 10 marks</li> <li>✓ &lt; 25 employees → 5 marks</li> </ul>	15	Necessary supporting document with self declaration	
<b>A.2</b>	No. of Developers having experience (minimum 2 years) in the following areas: ( <b>Max. 10 marks</b> ) <ul style="list-style-type: none"> <li>• Software Development</li> <li>• UI/UX, website/ portal design</li> <li>• API based integration</li> </ul> No. of resources: <ul style="list-style-type: none"> <li>✓ &gt;10 → 10 marks</li> <li>✓ 6 to 10 → 7 marks</li> <li>✓ 2 to 5 → 5 marks</li> <li>✓ &lt;2 resources → 0 marks</li> </ul>	10	<b>Annexure XVI</b>	
<b>A.3</b>	No. of employees having experience in Business Analytics / Data Analytics – <b>Max. 10 marks</b>  No. of resources: <ul style="list-style-type: none"> <li>✓ &gt;5 → 10 marks</li> <li>✓ 3 to 5 → 7 marks</li> <li>✓ 1 to 3 → 5 marks</li> <li>✓ No resource → 0 marks</li> </ul>	10	<b>Annexure XVI</b>	
<b>A.4</b>	<i>Bidder having experience of handling Matching Engines on portals – Max. 5 marks</i>  If, <ul style="list-style-type: none"> <li>✓ Yes → 5 marks</li> <li>✓ No → 0 marks</li> </ul>	5	Relevant supporting documents with self certification	
<b>B) Proposed Approach &amp; Methodology &amp; Solutions for Platform Development &amp; Maintenance</b>		<b>60</b>		
<b>B.1</b>	The solution as proposed for each module/ feature / functionality should be supported by brief write up and implementation plan. Evaluation	20	Write-up and Implementation Plan (as part of the technical bid)	

S. No.	Parameters	Max. Marks	Proof document required /	Attachment tag <sup>\$\$</sup>
	shall be done separately for each module based on the write -up and implementation plan submitted herewith along with the presentation made by bidders.			
<b>B.2</b>	Approach & Methodology (presentation to be made by bidders)	40		
<b>(i)</b>	Understanding of scope of work. ✓ 10 marks for Highly satisfactory ✓ 7 marks for satisfactory ✓ 5 marks for moderately satisfactory ✓ 3 marks for below satisfactory	10	<b>Presentation</b> (to be made by the Bidder to SIDBI as advised)	
<b>(ii)</b>	Overall approach for the proposed solution, quality of features proposed, innovation quotient and Implementation methodology ✓ 10 marks for Highly satisfactory ✓ 7 marks for satisfactory ✓ 5 marks for moderately satisfactory ✓ 3 marks for below satisfactory	30	<b>Presentation</b> (to be made by the Bidder to SIDBI as advised)	
	<b>Total (A+B)</b>	<b>100</b>		
	<b>Minimum qualifying %</b>	<b>70%</b>		

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

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

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#### 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,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg,  
**New Delhi - 110001**

Dear Sir,

**Declaration Regarding Clean Track Record**

**Request for Proposal for Development and Maintenance of  
a Platform for Equity Financing to MSMEs**  
(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 a Platform for Equity Financing to MSMEs. 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 / Multilateral agencies / Bilateral agencies / authorities / regulators, etc. 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  
Place

Signature of Authorised Signatory ...  
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 certify that we have development and support centre in India and **we have one of our offices in New Delhi or are ready to setup office in New Delhi to handle the project smoothly from New Delhi** (Keep whichever is appropriate).

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 a Platform for Equity Financing to MSMEs'** 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,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg  
**New Delhi - 110001**

Dear Sir,

**Request for Proposal for Development and Maintenance of  
a Platform for Equity Financing to MSMEs**  
(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  
Place

Signature of Authorised Signatory ...  
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, 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg, New Delhi 110001 (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 a Platform for Equity Financing to MSMEs**” 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 a Platform for Equity Financing to MSMEs**” 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 registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under

this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.

14. Kindly return the original of this guarantee to (bank name & address) \_\_\_\_\_ upon the earlier of (a) its discharge by payment of claims aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)”

15. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at New Delhi

In witness where of we ..... have set and subscribed our hand and seal this ..... day of .....2020.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

- 1) Name.....  
Signature.....  
Designation.....
- 2) Name.....  
Signature.....  
Designation.....

**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,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg,  
**New Delhi - 110001**

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 a Platform for Equity Financing to MSMEs**" 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 a Platform for Equity Financing to MSMEs)

RfP No. \_\_\_\_\_ dated \_\_\_\_\_

[All amount in Indian Rupees (Rs.)]

#### A. Lump-sum Cost

S.No.	Particulars	Service Type	Base Cost	Taxes	Total <sup>§</sup>
1	Development and Maintenance of a Platform for Equity Financing to MSMEs	Software Support & Development Services	Lump-sum*		
<b>Total (A)</b>					

\* The payment shall be made in equal quarterly instalment

<sup>§</sup>This value shall be considered for the purpose of commercial evaluation. **Accordingly, bidders to note the same and submit the commercial proposal as per the format only.**

#### B. Man-Month Rate for any Change management (major) – Optional /Variable Cost

S.No.	Particulars	Service Type	Base Cost	Taxes	Total
2	Man-month rate for the following skill set of the people only:	Software Development Services	Man-Month Rate (INR / Month)		
	a. Analyst				
	b. Developer				
	c. Designer (UI/UX)				
<b>Total (B)</b>					

#### Note:

Bidder to provide man-month rate for the skill set of the people as indicated in the table (Section B) above. The actual requirement / utilization of the Resources in case of any 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 services specified in the format above at (Sl. No. 2), will be used during any major change requirement (which shall be defined by SIDBI).

#### Bidder may please make note of the following:

1. The costs must be in Indian Rupees.
2. The financial quote (for S.No. 1 above in the table) must be for entire duration of the contract period (i.e. 2 years) which shall be paid out on a quarterly basis.
3. The man-month rate (for S.No. 2 above in the table) must be a man-month rate only for the specific skill set of the people as mentioned in the table above.
4. The rates indicated above shall also be applicable for the any extended period of the contract as decided by SIDBI. However, SIDBI reserves the rights for any financial negotiation for any extended period.



5. In case, the financial quote is not as per the above, the evaluating authority shall have right to reject the bid.
6. 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.
7. 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 a Platform for Equity Financing to MSMEs” 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, 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg, New Delhi - 110001 (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)		
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	For RTGS transfe		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**

**<sup>1,2</sup>: 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 a Platform for Equity Financing to MSMEs**

(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  
Place

Signature of Authorised Signatory:  
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 a Platform for Equity Financing to MSMEs** (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 of .....and a claim in writing is required to be presented to us within three months from ..... i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (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 a Platform for Equity Financing to MSMEs**

(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)

**Table 8-2 Resource Credentials**

S. No.	Name of the Resource	Role**	Academic & Professional Qualification	Work experience	No. Of Projects handled	Relevant work experience	Remark
1.							
2							

\*to be submitted along-with the detailed CVs of the all the resources to support the technical capabilities of the firm as well as its employees.

\*\* for example, Developer, Analytics, Designer, Team Leader, etc.)

---

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 Office at 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg, New Delhi 110001 (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 a Platform for Equity Financing to MSMEs**’ 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 along-with interest.
- (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**6.2.** The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **7. Fall Clause**

**7.1.** The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems 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,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg  
**New Delhi - 110001**

Dear Sir,

**Conformity of Hardcopies**

**Request for Proposal for Development and Maintenance of a Platform  
for Equity Financing to MSMEs**

**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**