



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

प्रस्ताव के लिए अनुरोध
Request for Proposal

**Selection of Service Provider for
external data analysis and intelligence
on SaaS Model**

जारीकर्ता	Issued by:
भारतीय लघु उद्योग विकास बैंक स्वावलंबन भवन, सी-11, जी ब्लॉक, बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (पू.), मुम्बई - 400051	SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA Swavalamban Bhavan, C-11, G' Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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1 Critical Information/ महत्वपूर्ण सूचना

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	निविदा जारी तिथि Tender issue date	28 अप्रैल 2026 / 28 April 2026	
2	निविदा का संक्षिप्त विवरण / Brief description of tender	SaaS मॉडल पर बाह्य डेटा विश्लेषण और इंटेलिजेंस के लिए सेवा प्रदाता का चयन (आरएफपी) RfP for Selection of Service Provider for external data analysis and intelligence on SaaS Model	
3	बोली-पूर्व बैठक में स्पष्टीकरण जानने की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting	11 मई 2026 / 11 May 2026 The format of seeking / submission of pre-bid clarification(s) as per para 4.5.7. All queries relating to the RFP must be in writing only and to be sent via email on 'sivrfp@sidbi.in'.	As per GeM Portal
4	पूर्व-बोली बैठक / Pre-Bid meeting (पूर्व-बोली बैठक के बाद कोई स्पष्टीकरण नहीं दिया जायेगा <i>no clarifications would be given after pre-bid meeting</i>)	11 मई 2026 / 11 May 2026 The meeting shall be virtual/ online over MS Teams Call. Click here for MS Teams meeting link For further details, refer clause no.4.5.	1500 hrs
5	बोली जमा करने की अंतिम तिथि Last date for submission of bids	25 मई 2026 / 25 मई 2026 Mode: Online on GeM Portal Bids to be uploaded on GeM portal only. No other mode of communication shall be entertained in this regard.	1500 hrs
6	बोली-पूर्व स्पष्टीकरण प्रस्तुत करने का पता Address for pre-bid query submission	The pre-bid queries may please be submitted at 'sivrfp@sidbi.in'	
7	पात्रता व तकनीकी बोली खोलने की तिथि व समय Date & Time of Opening of Eligibility Criteria & Technical bid	25 मई 2026 / 25 मई 2026 Mode: Online on GeM Portal	1530 hrs
8	बयाना राशि Earnest Money Deposit	₹ 5,70,000/- (पाँच लाख सत्तर हजार रुपये मात्र) ₹5,70,000/- (Rupees Five Lakh Seventy Thousand only)	

9	वाणिज्यिक बोली खोलने की तिथि व समय Date and time of opening of commercial bids	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately at a later date to the technically eligible Bidders.
10	बोली की वैधता Bid Validity	बोली जमा करने की अंतिम तिथि से 120 दिन तक 120 days from the last date of bid submission.
11	बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ Presentations to be made by bidders	बोलीदाताओं से अपेक्षित है कि वे प्रस्तुतीकरण की व्यवस्था करें। बोली जमा करने के बाद तिथि की सूचना दी जाएगी। The bidders are required to arrange for Presentation. Date would be intimated after bid submission.
12	सिडबी अधिकारियों के संपर्क विवरण Contact details of SIDBI officials	
	श्री प्रमोद कुमार विजयवर्गीय महाप्रबंधक रणीति और नवोन्मेष उद्भाग भारतीय लघु उद्योग विकास बैंक स्वावलंबन भवन, प्लॉट नंबर सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स बांद्रा (पूर्व), मुंबई - 400 051 फोन: 022-67531507 Email: sivrfp@sidbi.in	श्री प्रणब आचार्य उप महाप्रबंधक रणीति और नवोन्मेष उद्भाग भारतीय लघु उद्योग विकास बैंक स्वावलंबन भवन, प्लॉट नंबर। सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स बांद्रा (पूर्व), मुंबई - 400 051 फोन: 022-67531462 Email: sivrfp@sidbi.in
	Shri Pramod Kumar Vijayvargia General Manager Strategy and Innovation Vertical Small Industries Development Bank of India Swavalamban Bhavan, Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 Phone: 022-67531507 Email: sivrfp@sidbi.in	Shri Pranab Acharyya Deputy General Manager Strategy and Innovation Vertical Small Industries Development Bank of India Swavalamban Bhavan, Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), Mumbai - 400 051 Phone: 022-67531462 Email: sivrfp@sidbi.in
13	सीवीसी द्वारा नियुक्त स्वतंत्र बाहरी मॉनिटर (आईईएम) / Independent External Monitor (IEM) appointed by the CVC	1. श्री संजय कुमार श्रीवास्तव, आईएस (सेवानिवृत्त) / Shri Sanjay Kumar Srivastava, IAS (Retd.) मोबाइल / Mobile: 9910059472 ईमेल/Email: sksrivastava_7854@rediffmail.com 2. डॉ. परवेज़ हयात, आईपीएस (सेवानिवृत्त) / Dr. Parvez Hayat, IPS (Retd.) मोबाइल / Mobile: 9810134469 ईमेल / Email: phayatips@gmail.com
14	उक्त निविदा के प्रबंधन के लिए पोर्टल/वेबसाइट / Portals/websites for managing the captioned tender	https://gem.gov.in https://www.sidbi.in/en/tenders

15	Support details of Online Portal facilitator	https://gem.gov.in/training/facilitators
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Notes:

1. SIDBI reserves the right to change/extend the dates without assigning any reasons thereof. Intimation of the same shall be notified on SIDBI's website / GeM Website.
2. This proposal document is not transferable.

2 Abbreviations

Abbreviation / Terms	Full Form / Definitions/ Means
SIDBI / The Bank/ The Purchaser/The buyer	Small Industries Development Bank of India
RFP	Request for Proposal (RFP) Document
Recipient/ Respondent and Bidder/ Vendor/ Service Provider	Respondent to the RFP Document.
The shortlisted / successful bidder / Vendor	Means the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the QCBS selection criteria set out in the RFP and to whom notification of award has been given by SIDBI.
The Contract / Purchase Order	means the agreement entered between SIDBI and the Successful Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
The Contract Price/ Total Contract Value	means the price payable to the selected bidder under the Contract for the full and proper performance of its contractual obligations;
The Services	means the consultancy service along with all its deliverables and other such obligations of the Bidder covered under the Purchase order or Contract;
BFSI	implies Scheduled Commercial Banks, All India Financial Institutions, Public Sector Insurance Companies and RBI, in the current RfP.
Authorised Signatory/ Authorized Signatory	means the person who has been authorised by the bidder to act on its behalf for the purpose of this RfP either by way of Power of Attorney, or through Resolution passed by its Board of Directors/ Partners (if bidder is a Company/LLP).
Bid issue Date	means date on which the bid is published on GeM portal.
Intellectual Property Rights	shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights,

	trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing.
DCV	Direct Credit Vertical of SIDBI
BSA	Bank Statement Analysis
FSA	Financial Statement Analysis
MCA	Ministry of Corporate Affairs
IAS	Identity Authentication Service
DC	Primary Data Centre
DPDP	Digital Personal Data Protection
DR	Disaster Recovery Site Data Centre
ROC	Registrar of Companies
ITR	Income Tax Return
GST	Goods and Services Tax
API	Application Programming Interface
REST	REpresentational State Transfer
JSON	Java Script Object Notation
LLP	Limited Liability Partnership
PDF	Portable Document Format
VAPT	Vulnerability Assessment and Penetration Testing
XML	Extensible Markup Language
SPoC	Single Point of Contact
POC	Proof of Concept
PBDIT	Profit before Depreciation Interest and Taxes
EBIDTA	Earnings Before Interest, Tax, Depreciation, Amortization
ROCE	Return on Capital Employed
UAT	User Acceptance Testing
TOL/TNW	Total Outside Liabilities / Tangible Net Worth
PBIT	Profit before Interest and Taxes
CDR	Corporate Debt Restructuring
BIFR	Board of Industrial and Financial Reconstruction

3 Introduction and Disclaimers

3.1 Preface

- 3.1.1 Small Industries Development Bank of India (SIDBI), set up on 2nd April 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. For detailed information about the bank, visit the Bank's website www.sidbi.in.
- 3.1.2 This Request for Proposal (RFP) document has been prepared for the Selection of Service Provider for external data analysis and intelligence on SaaS Model.
- 3.1.3 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.

3.2 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 SIDBI in relation to the provision of services. Neither SIDBI 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 SIDBI 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.

3.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI 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 SIDBI or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

3.4 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, presentations etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by such bidder.

In the event of Bid getting cancelled, the Cost towards preparation of Bid, etc. will not be refunded / reimbursed.

3.5 No Legal Relationship

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

3.6 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.

3.7 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.

3.8 Acceptance of Terms and Selection Process

3.8.1 A Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this RfP.

3.8.2 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.

- 3.8.3 All claims for functional / technical delivery made by the bidders in their responses to the RfP shall be assumed as deliverable, within the quoted financials.

3.9 Errors and Omissions

SIDBI may be notified of any omission / discrepancy in the RFP before the closure of proposal. If required, SIDBI may thereafter modify the RfP. The modified RfP would be hosted on SIDBI's website / GeM portal.

3.10 Proposal Ownership

All the submissions, including any accompanying documents, will become property of SIDBI. The Bidders shall be deemed to license, and grant all rights to SIDBI, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

3.11 Non-Transferable Offer

This RfP is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

3.12 Notification

SIDBI will notify all short-listed Respondents through GeM portal / 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.

*** **

4 Information to Bidders

4.1 Earnest Money Deposit (EMD)

4.1.1 All the responses must be accompanied by a refundable interest free security deposit of requisite value as specified in **“Critical Information”** section of RFP.

4.1.2 EMD should be in the form of

- i. Demand Draft / Pay order / Bankers Cheque in favour of “Small Industries Development Bank of India” payable at Mumbai **or**
- ii. Bank Guarantee (BG) from a Scheduled Commercial Bank valid for a minimum period of 6 months with an additional claim period of at least 3 months.

The validity of BG should be from the last date of submission of bid and should be in the format as prescribed in **Annexure VIII**. In case bid submission date is extended the BG also needs to be extended by the bidder **or**

- iii. Direct Deposit to SIDBI, Mumbai Account and submission of proof along with the bid. The details of SIDBI Mumbai Account are given in **Section 4.2**.

4.1.3 Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected. Request for exemption from EMD (Security Deposit) will not be entertained.

4.1.4 The EMD amount / BG (in lieu of EMD) of all unsuccessful bidders would be refunded immediately upon happening of any the following events:

- i. Issue of Lol to the successful bidder OR
- ii. The end of the bid validity period, including extended period (if any) OR
- iii. EMD of technically disqualified bidders may be returned after declaration of technical evaluation results

whichever is earlier.

4.1.5 Shortlisted Bidder will be refunded the EMD amount / BG (in lieu of EMD) only after submission of Performance Bank Guarantee (PBG).

4.1.6 Following categories of Sellers shall be exempted from furnishing EMD:

- i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of

MSME and also through supporting document uploaded during bidding process and validated by the Buyer.

- ii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- iii. Sellers / Service Providers covered under exempt category as per the prevailing / extant GeM General Terms and Conditions (GTC).
- iv. Central / State PSUs.

4.1.7 The bid security (EMD) may be forfeited:

- i. If a Bidder withdraws its bids during the period of bid validity
- ii. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of the contract.
- iii. In case of shortlisted Bidder, if such Bidder fails to:
 - a. Accept the LOI / Purchase Order / Offer Letter or sign the contract Or
 - b. Furnish the Performance Bank Guarantee within 30 days from the date of acceptance of Lol / Contract Agreement
- iv. In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of SIDBI's tenders.

4.2 Details of SIDBI Account

- 4.2.1 The payment towards EMD (as indicated in the tender document) can be submitted through online mode in the following account of SIDBI (Beneficiary) through RTGS/NEFT:

Beneficiary Name	Small Industries Development Bank of India (SIDBI)
Name of the Bank	State Bank of India
Branch	Bandra Kurla Complex (04380)
Type of Account	Current
Account No	37823159064
IFSC	SBIN0004380

- 4.2.2 The bidder to submit proof of payment (Payment Receipt Generated and Ref No.) along with the bid.
- 4.2.3 SIDBI would not be liable for non-submission of proof of deposit, depositing into wrong beneficiary account, etc. In all such cases, the bid will be liable to be rejected.

4.3 Public Procurement Policy for MSEs, Startups

- 4.3.1 Procurement through MSEs will be done as per the policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification No. D.L33004/99 dated March 23, 2012 and as amended from time to time.
- 4.3.2 Micro & Small Enterprises (MSEs) who are having Udyam Registration should be provided with all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 4.3.3 Purchase preference to MSEs will be given as defined in Public Procurement Policy for Micro and Small Enterprises order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent orders/notifications issued by concerned Ministry, if the bidder wants to avail the purchase preference, the bidder must be the manufacturer of the

offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small enterprises.

4.3.4 MSEs are exempted from paying tender form cost & EMD, subject to furnishing of valid registration certificate issued by relevant registration authority for claiming exemption.

4.3.5 Bidder is required to inform its MSME Status as per GOI Definition.

4.3.6 Startups recognised by the DPIIT shall also be eligible for relaxation in the same manner as MSEs as per the Govt. of India guidelines.

4.4 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of offers/bids, SIDBI may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of SIDBI in this regard shall be final, conclusive and binding on the bidder.

4.5 Pre-Bid Meeting

4.5.1 SIDBI shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.

4.5.2 Clarification sought by bidder should be as per format given in **Section 4.5.7**, made in writing (Letter/e-mail) along with details of vendor (name, company name, email id and mobile no.) and submitted on or before the date as indicated in the 'Critical Information' section. SIDBI has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

4.5.3 All pre-bid queries to be addressed to SIDBI officials as per contact details given in 'Critical Information' section of RfP. The designated email id for submission of the pre bid queries is sivrfp@sidbi.in.

4.5.4 The bidders can attend pre-bid meeting online through Microsoft Teams. In order to forward invitation for the meeting, the bidders are required to communicate the following details addressed to sivrfp@sidbi.in:

- i. Details of bidders such as Name of Participant, Company Name, email ID and Mobile No.
- ii. SIDBI would be able to connect only two online sessions per bidder.
- iii. SIDBI will not be responsible for any issue in connectivity, audio/video quality etc.

- 4.5.5 The text of the clarifications asked (without identifying the source of enquiry) and the response given by SIDBI, together with amendment to the bidding document, if any, will be posted on SIDBI's website (www.sidbi.in) / Central Public Procurement Portal (CPPP) / Government e-Marketplace (GeM) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 4.5.6 If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
- 4.5.7 The format for submission of pre-bid clarifications is as under:

Sr No	Page no of RfP	Clause No of RfP	Bidder Query

4.6 Amendment to the bidding document

- 4.6.1 SIDBI reserves the right of discretion to:
- Amend, rescind or reissue the RfP, at any time prior to the deadline for submission of bids
 - Change, modify, add or alter any or all of the provisions of this RfP and / or the bidding process, without assigning any reasons whatsoever.
- 4.6.2 SIDBI, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum.
- 4.6.3 All such Changes /Corrigendum's/ Addendums and clarification, if any, related to RfP will be posted/uploaded on SIDBI website (www.sidbi.in) and GeM Portal only and it will become part and parcel of RfP. No individual communications would be made in this respect.
- 4.6.4 Interested Bidders are advised to check SIDBI's website and GeM Portal regularly till the date of submission of Bid document specified in the '**Critical Information**' Section and ensure that clarifications / amendments issued by SIDBI, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications/changes/addendums, if any, issued by

SIDBI will be binding on the participating Bidders. SIDBI will not take any responsibility for any such omissions by the Bidder.

4.6.5 In order to allow prospective Bidders reasonable time to take the amendment, if any, into account in preparing their Bids, SIDBI, at its discretion, may extend the deadline for the submission of Bids.

4.6.6 Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

4.7 Period of Validity of Bids

4.7.1 Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in “Critical Information” section, from date of closure of this RfP.

4.7.2 In exceptional circumstances SIDBI may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. Any extension of validity of Bids or price (if applicable) will not entitle the Bidder to revise / modify the Bid document.

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

4.8 Deadline for submission of Bids

4.8.1 The bids must be uploaded on the GeM Portal not later than the date & time specified in “Critical Information”.

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

4.9 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 SIDBI and supporting documents and printed literature shall be written in English.

4.10 Modification And/ Or Withdrawal of Bids

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

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

4.11 Details of Bids to be submitted

4.11.1 The bid shall consist of Minimum Eligibility Bid, Technical Bid and

Commercial Bid.

4.11.2 Bidders are required to submit their responses as under:

File 1 – Minimum Eligibility Bid [Search enabled soft copy of pdf file (one file only with proper indexation) may be submitted in GeM portal]		
Sr No	Cover Contents	Annexure
a.	Bid Covering letter	Annexure – I
b.	Minimum Eligibility Bid	Annexure – II
c.	Self-Declaration for non-backlisting	Annexure - IV
d.	Letter of Competence	Annexure - V
e.	Power of Attorney	Annexure - VI
f.	Letter of Conformity	Annexure - VII
g.	EMD / Bid Security Form	Annexure - VIII
h.	Statement of Deviations	Annexure - XI
i.	Pre-Contract Integrity Pact	Annexure - XIV
File 2 –Technical Bid [Search enabled soft copy of pdf file (one file only with proper indexation) may be submitted in GeM portal]		
a.	Technical Bid with all relevant Annexures and proof	Annexure – III
b.	Non-Disclosure Agreement	Annexure – IX
c.	Land Border Sharing Declaration	Annexure – XV
d.	Approach and methodology	Annexure – XVI
e.	Service Levels Agreement (SLA) and Liquidated Damages (LD)	Annexure – XVII
File 3 – Commercial Bid (Pdf file to be uploaded in GeM portal)		
a.	Commercial Bid	Annexure – XII
Other Documents (to be submitted along with accepted letter of intent issued by SIDBI)		
a.	Bank Mandate Form	Annexure - X
b.	Performance Bank Guarantee	Annexure – XIII

4.11.3 Responses should be concise and to the point. Relevant documents must be submitted as proof wherever necessary. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

4.11.4 Any deviations from the specifications should be clearly brought out in the bid.

4.11.5 The offers containing any inter-lineation, erasure or overwriting shall be valid only if they are duly signed by the authorized signatory and supported by a rubber stamp impression of the Bidders' firm. There should be no hand-written material, corrections or alterations in the offer

and contents of the scanned bid document uploaded in GEM should be legible and uploaded at appropriate places.

- 4.11.6 The Bid shall be typed, all pages numbered and shall be signed by the Bidder's authorized signatory and supported by rubber stamp impression.

4.12 Pre-Contract Integrity Pact (IP)

- 4.12.1 Central Vigilance Commission (CVC) vide circular no. 015/VGL/012/-276469 dated 25.02.2015 has directed adoption of Integrity pact in Public Sector Banks.
- 4.12.2 Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 4.12.3 Only those bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other Words, entering into this pact would be a preliminary qualification (Minimum Eligibility). Those bids not containing the Integrity pact are liable to be rejected.
- 4.12.4 The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.
- 4.12.5 The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure-XIV** on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution along with the minimum eligibility bid.
- 4.12.6 The Integrity pact shall be signed by the person who is authorised to sign the bid along with witness.

4.13 Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "complied", "as given in

brochure / manual is not acceptable. SIDBI may treat such offers as not adhering to the tender guidelines and as unacceptable.

4.14 Conditional Bids

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

4.15 Authorised Signatory

4.15.1 The bidder should submit power of attorney as per the format given in **Annexure-VI** OR a certified copy of the resolution of their board (on the letterhead of the company), authenticated by the Company Secretary, authorizing an official or officials of the bidder to sign the bid documents, to discuss, sign agreements /contracts / purchase order with SIDBI, raise invoice and accept payments and also to correspond.

4.15.2 The proposal / bid documents shall be duly signed by the authorized signatory (in whose favour Power of Attorney is issued)

4.15.3 The bid signed by authorized signatory would be binding on the bidder entity.

4.16 Opening of Bids

4.16.1 On the scheduled date and time, bids will be opened by SIDBI Committee.

4.17 Sub-contracting

SIDBI expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. **Formation of consortium or association of consultants or sub-contracting of services in whole or part with other firms shall not be permitted.** In case the consultant / bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.

4.18 Restriction on Procurement due to National Security

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate as per the **Annexure XV** given in RfP to be attached with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a

country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of 4.18 (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - i. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has

- ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- ii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iii. Where no natural person is identified under (i) or (ii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - iv. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
 - vii. The bidder must submit an undertaking (format enclosed in the **Annexure – XV** of RfP) along with the eligibility bid duly signed by authorized signatory.

4.19 No Commitment to Accept Any Offer / Bid

- 4.19.1 SIDBI reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 4.19.2 SIDBI will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 4.19.3 The bids received and accepted will be evaluated by SIDBI as per the evaluation process mentioned in this document. However, SIDBI does not bind itself to accept any or all Bids and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 4.19.4 SIDBI reserves the right to re-tender or cancel the bidding process at any stage of the bidding process.

4.20 Contacting the Bank

- 4.20.1 Bidder shall NOT contact SIDBI on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from SIDBI.
- 4.20.2 Any effort by the Bidder to influence SIDBI in its decisions on Bid evaluation,

bid comparison may result in the rejection of the Bidder's Bid.

4.21 Right to Reject Bids

4.21.1 SIDBI reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by SIDBI in the matter.

4.21.2 The bid is liable to be rejected due to occurrence of the following conditions:

- a. It is not in conformity with the instructions mentioned in the RFP document.
- b. It is not accompanied by the requisite tender form cost and / or EMD.
- c. It is not properly or duly signed.
- d. It is not received through GeM portal.
- e. It is incomplete including non-furnishing of the required documents.
- f. It is evasive or contains incorrect information.
- g. There is canvassing of any kind.
- h. Submitted by related parties.
- i. It is submitted on a portal other than the GeM portal mentioned in the RFP.

Further SIDBI reserves the rights to:

- Reject any or all responses received in response to the RFP.
- Extend the time for submission of all proposals.
- Cancel the RFP at any stage, without assigning any reason whatsoever.
- Visit the place of work of the bidder.
- Conduct an audit of the services provided by the bidder.
- Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- Revise any part of the tender document, by providing a written addendum at any stage till the last date of submission of bids. SIDBI reserves the right to issue revisions to this tender document at any time before the last date of submission of bids. The addendums, if any, shall be published on GeM portal / SIDBI's website only.

*** **

5 Background

5.1 Introduction

5.1.1 Small Industries Development Bank of India (SIDBI) was established under an Act of Parliament in 1990. Small Industries Development Bank of India (SIDBI) is the Apex Development Financial Institution (DFI) in the country for Promotion, Financing & Development of the Micro, Small and Medium Enterprises (MSME) sector- which is one of the most important growth engine of Indian Economy. SIDBI is running major impact initiatives in the field of Institutional Credit, Venture Capital, Informal Micro Enterprises [IMEs], Micro Credit, MSME Credit, Digital Initiatives, MSME Ecosystem development, Programmes for Development and Impact [PDI], etc. SIDBI's operations are well differentiated from commercial banks and are a blend of development and finance. The bidders can visit www.sidbi.in for more information.

5.2 Existing Setup and Architecture of Online Application

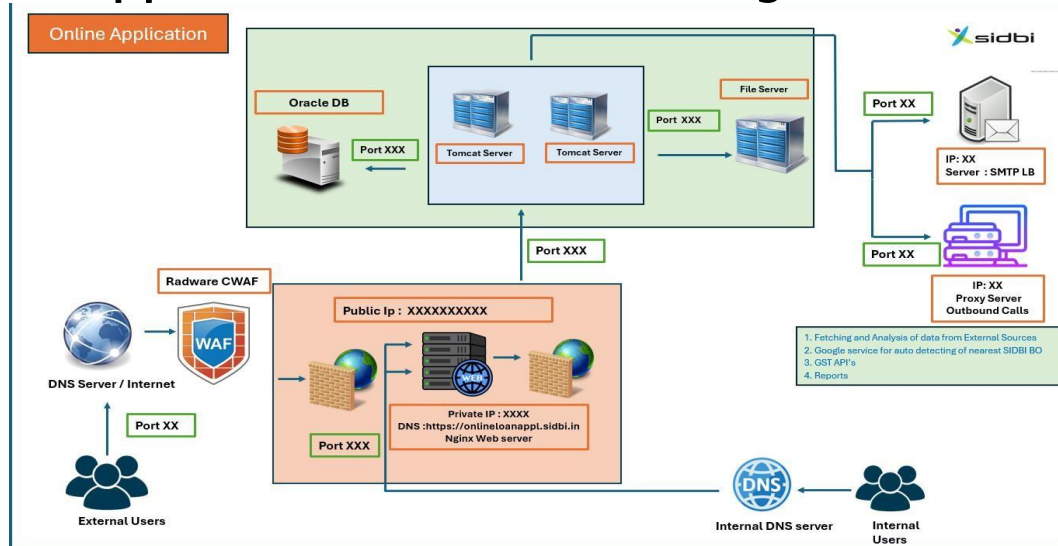
5.2.1 **Online Application:** SIDBI accepts loan application from MSME customer/ applicants only through its online application portal (<https://onlineloanappl.sidbi.in/>). Currently, online application portal is deployed centrally at the DC and DR site in virtualized environments using VMWare and Web Servers. Applications are accessed over an Internet browser. Oracle Database (19C) is being used to store all business-critical data. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering build at the virtualization / application level for VMWare and Web Application servers as well.

Technology & Infra Details* of online application are given below:

No	Description	Comments
1	Project Tech stack	Spring MVC + Hibernate + JSP + Oracle SQL
2	Java Version	1.8
3	Oracle	Oracle Database 19c
4	Application Server	Apache Tomcat 9.0.75
5	Web Server	Nginx v1.20
6	Operating System	Red Hat Enterprise Linux 8.7 (Ootpa)

***Subject to updates of versions, as applicable from time to time.**

Application Architecture Diagram



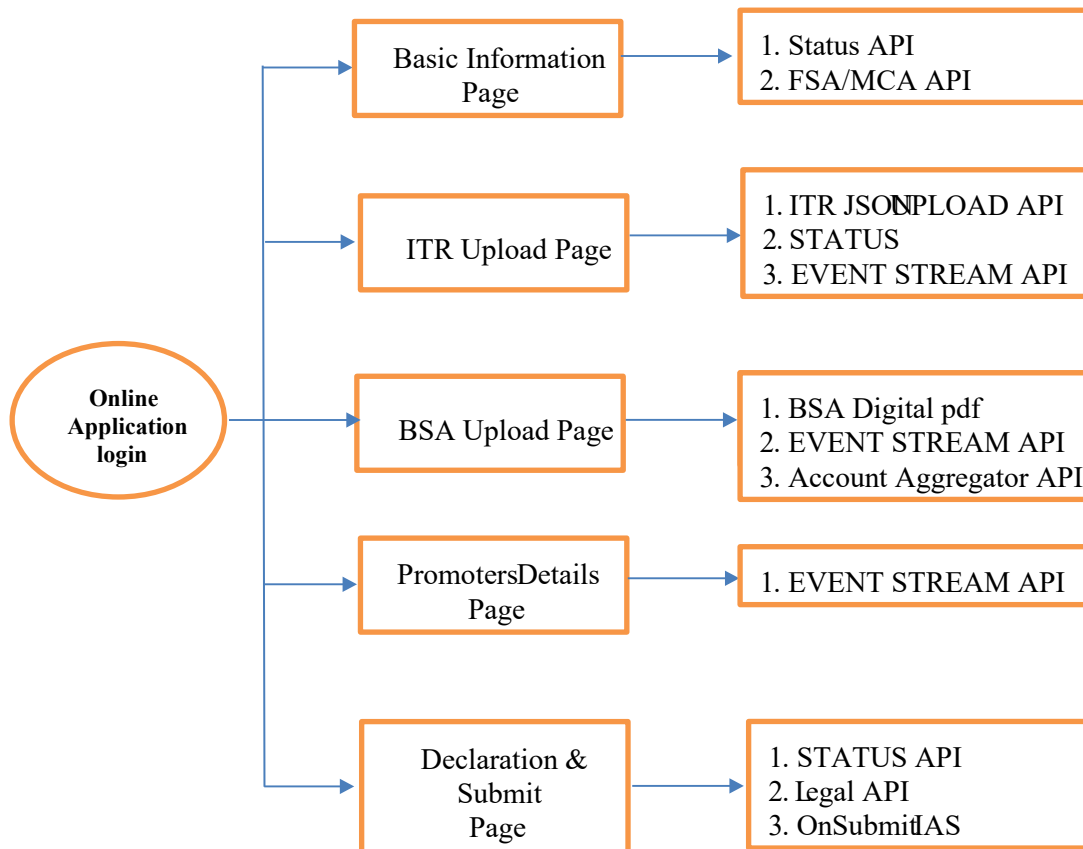
At present online application portal has 9 types of application formats as below:

1. Loan up to ₹50 lakh.
2. Loan from ₹50 lakh and up to ₹300 lakh.
3. Loan above ₹300 lakh.
4. EXPRESS.
5. Machinery Loan.
6. Working Capital Renewal.
7. Secured Business Loan (SBL)
8. DIGICASH and
9. LASER

The above list gets updated from time to time based on launch of new products / variants of products based on operational requirement. All these formats have the following 5 common sections where data from external sources is fetched and processed through RESTful APIs based on the inputs provided by the applicant in the online application portal. Annual Re-rating for existing customers is also enabled in the online application portal. The present setup along with API's used are given below:

No	API	Functionality
1	Status API	To fetch the status of FSA/ITR/BSA/GST/Legal
2	Event Stream API	To fetch the ITR JSON for prefetch list of entities and promoters in corresponding page
3	FSA API	To fetch the MCA data

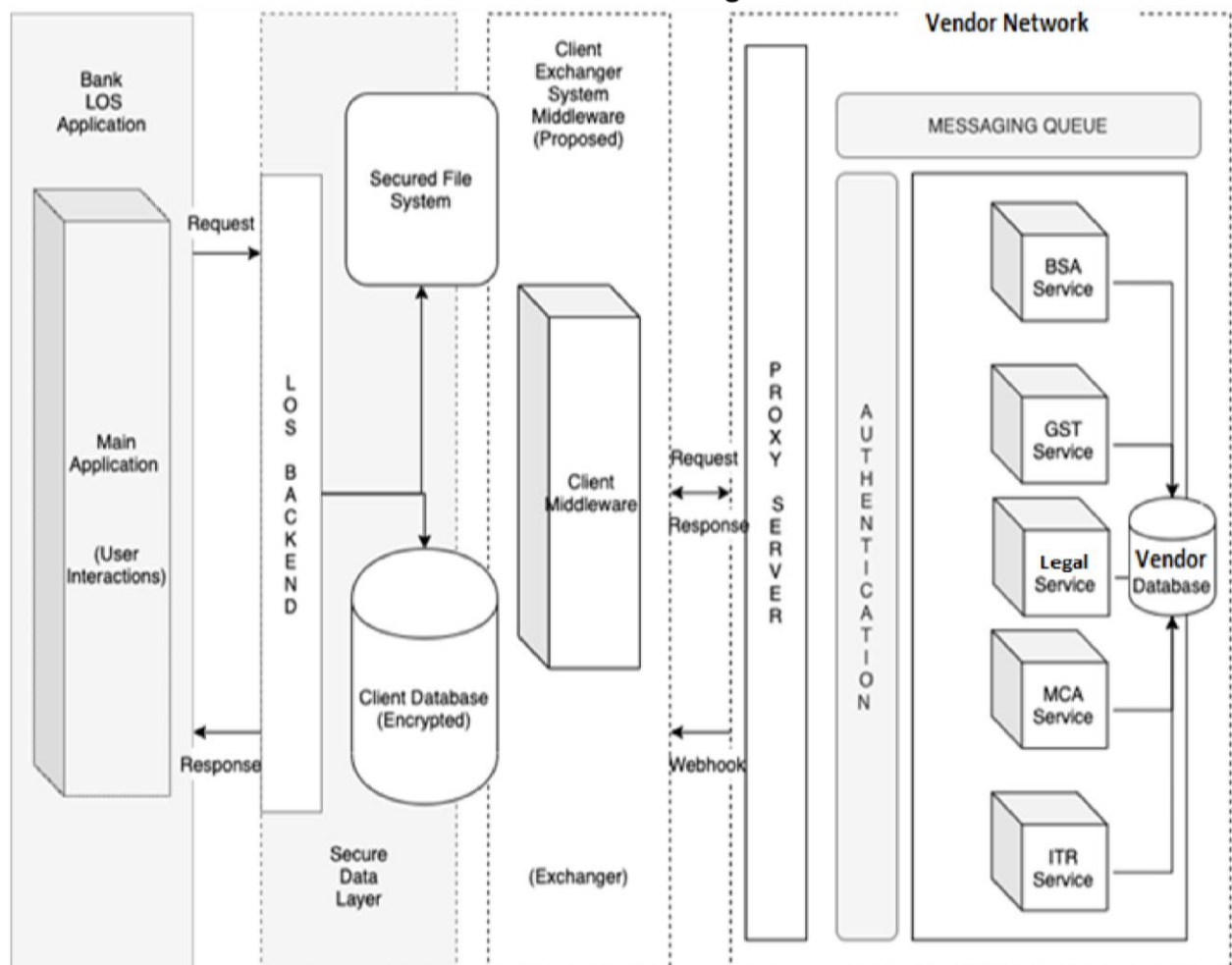
4	ITR API	To Upload the JSON with all validation
6	BSA API	To Upload the bank statement with required validation
7	Legal API	To fetch legal due diligence
8	GST API	To analyse GST raw data
9	IAS API	To analysis of comparison of all products as per requirement of business.
10	Account Aggregator API	To process Bank statement data fetched through Account Aggregator

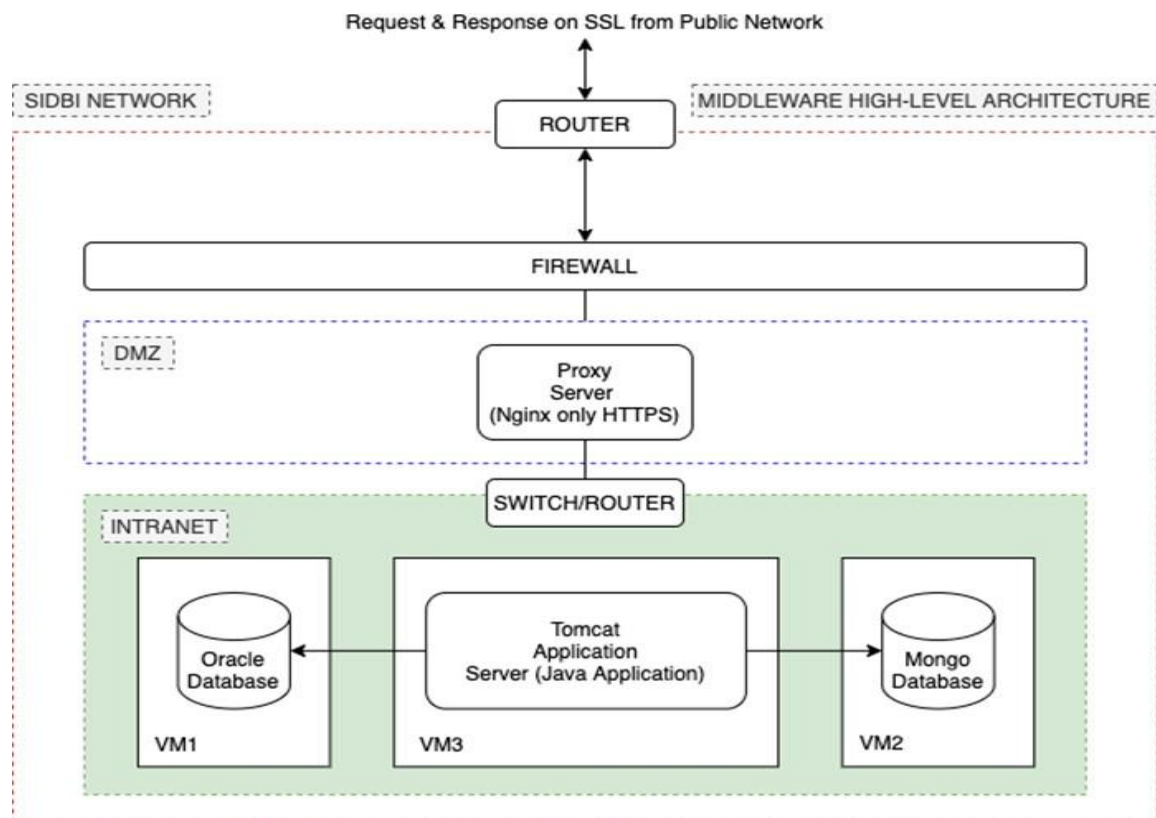
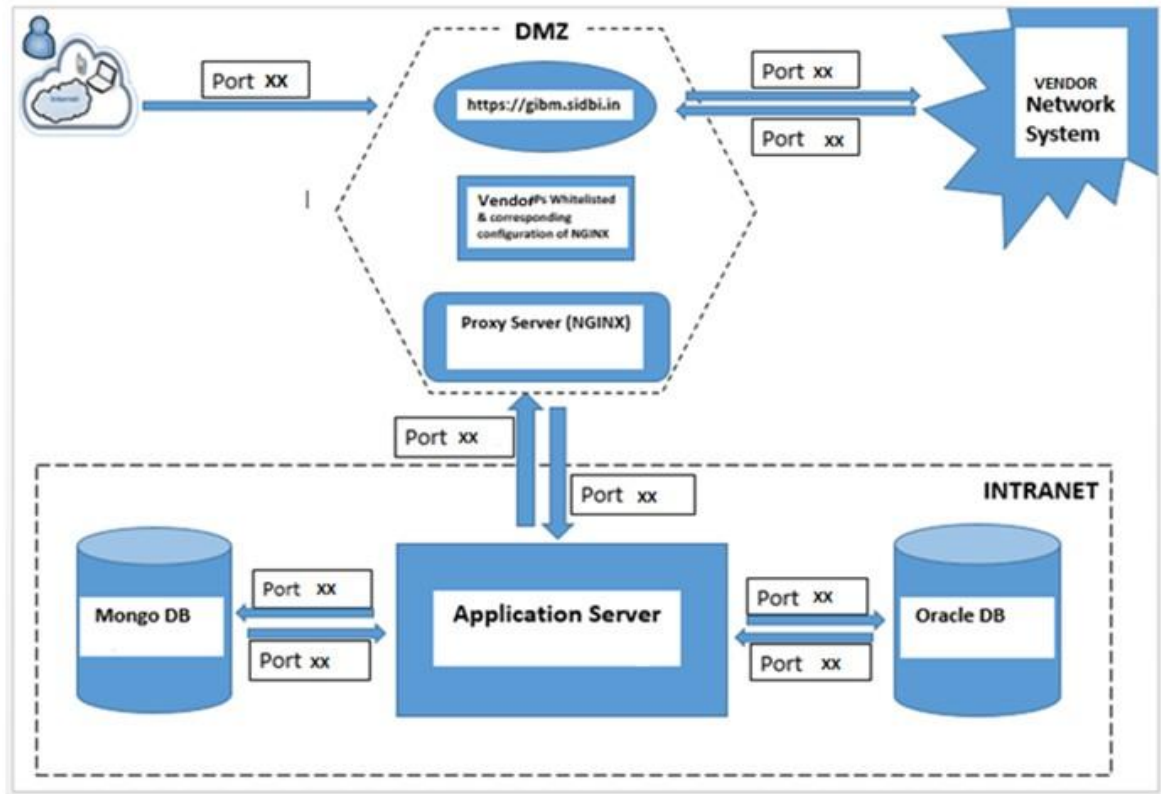


Technology & Infra Details of API's used is given below:

No	Particulars / Environment
1	ORACLE DBMS 19C
2	JAVA 1.8
3	NGINX V1.20
4	MONGODB
6	TOMCAT 9.0.75
7	Red Hat Enterprise Linux 8.7

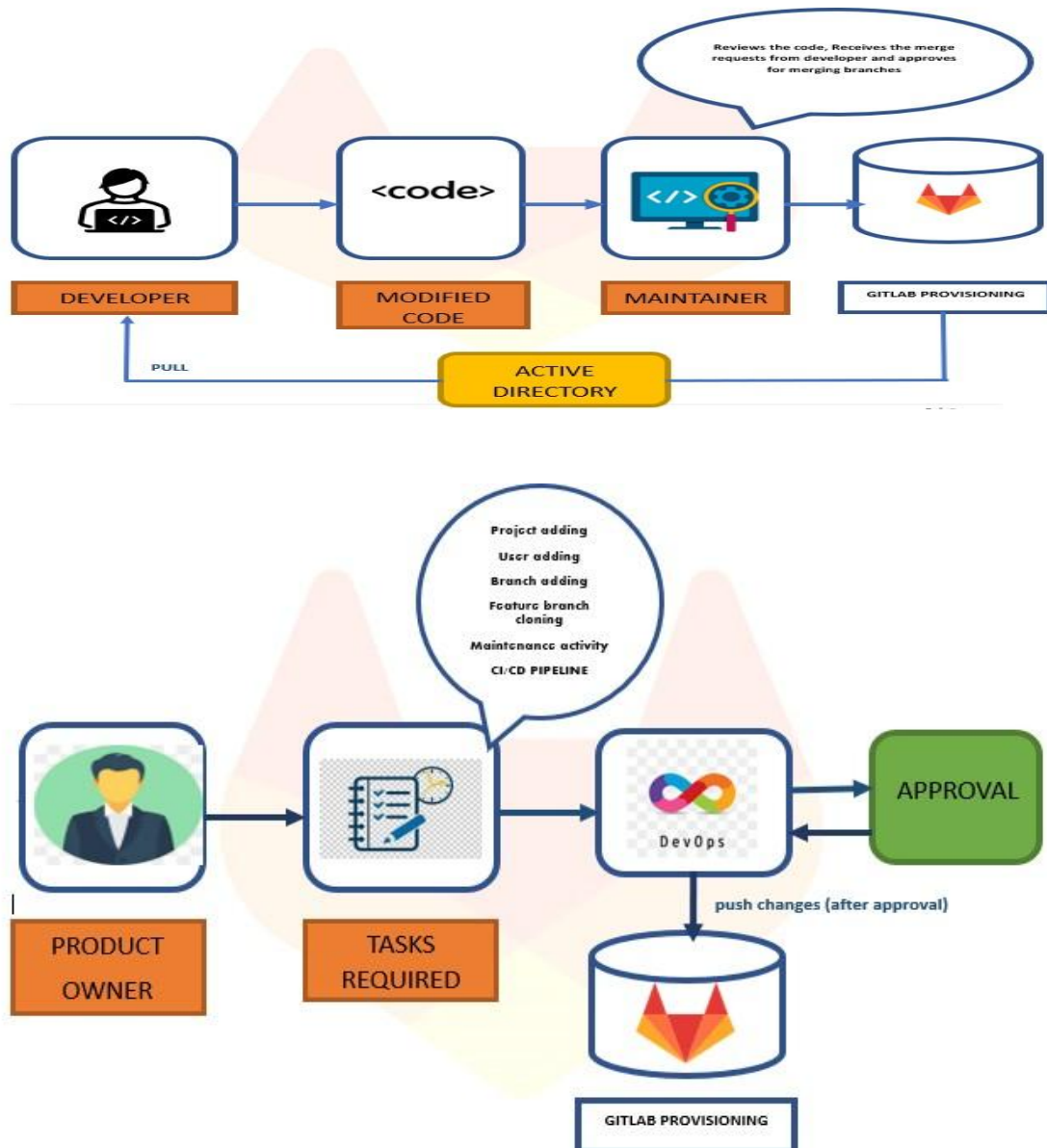
API Architecture Diagram



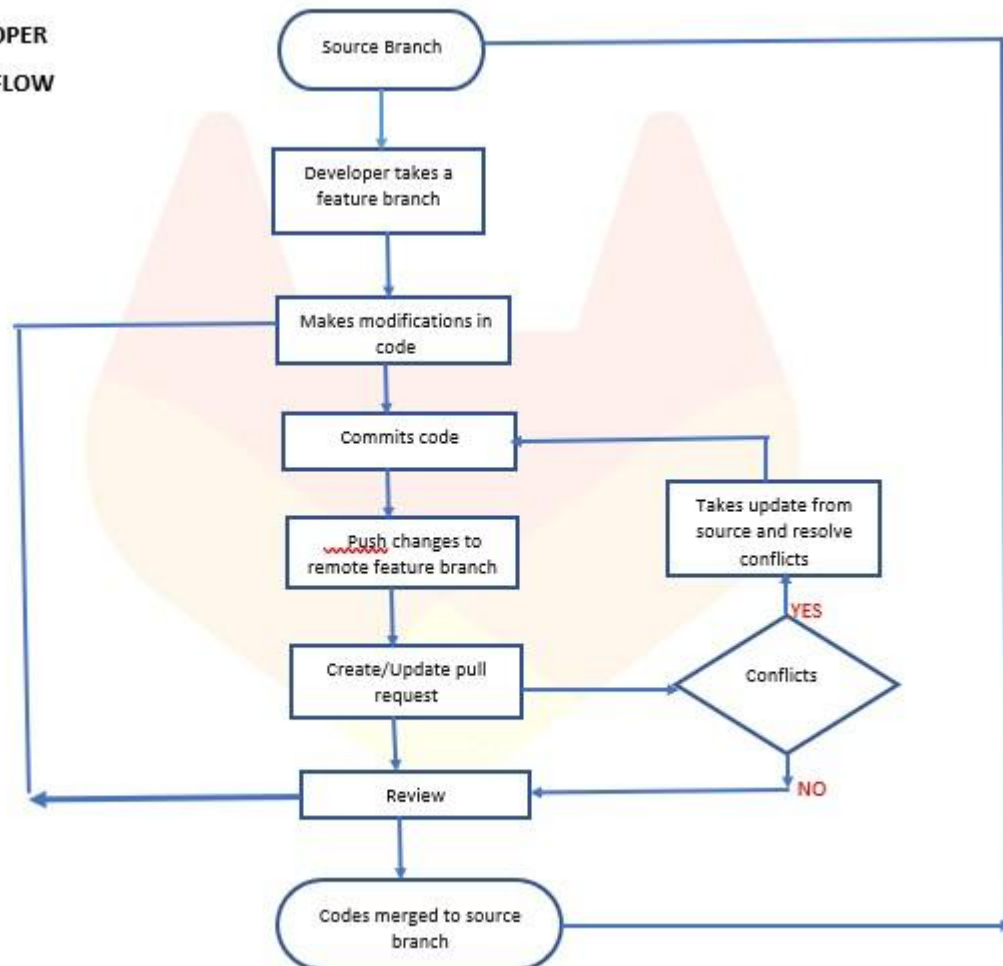


5.3 SIDBI Development Environment

Present SIDBI Development Environment:



**DEVELOPER
WORKFLOW**



*** **

6. Terms of Reference

6.1 Introduction and Project Overview

SIDBI proposes to engage a service provider to implement GST-based business behaviour scoring solution designed to strengthen credit underwriting (with increased speed & accuracy), and periodic monitoring / review of the portfolio and improve risk management. In due course of time, it is also proposed to integrate the same with Artificial Intelligence (AI) enabled DAN preparation. The solution shall utilise GST data-acquired strictly through DPDP-compliant, consent-driven mechanisms-to generate a behavioural score reflecting business stability, sales quality, compliance discipline, counterparty health, and anomaly patterns.

The selected service provider shall arrange to design, size, configure, implement, maintain and support the solution software, along with all required licenses including middleware (details of which are mentioned in the section Current Infrastructure) and the solution shall also be accessible from the Data Centre (DC and DR) of SIDBI. Compliance with regulatory / IT security requirements, DPDP Act obligations, and secure API integration guidelines, shall have to be arranged by the selected service provider.

This Request for Proposal document (“RFP”) has been prepared solely for the purpose of enabling SIDBI to select a service provider to facilitate through software solutions and API exchange, GST-based business behaviour scoring of its customers. The selected “service provider” must be able to commit adequate resources necessary and as required by SIDBI. This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the fetching and analysis of external data or services. The provisions of the services are subject to observation of selection process and appropriate documentation (Contract) being agreed/ executed between SIDBI and the selected service provider as identified by SIDBI after completion of the selection process.

6.2 Purpose

- SIDBI, a statutory corporation established under Small Industries Development Bank of India Act, 1989, having its Head Office at 15 Ashok Marg, Lucknow-226001 (hereinafter referred to as the “SIDBI”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’ or ‘Service Provider’ to participate in the competitive bidding for selection of Service Provider to facilitate through software solutions and API exchange GST-based business behaviour scoring of its customers. The scoring platform should integrate seamlessly with SIDBI’s Loan Origination System (LOS) and other internal systems through secure APIs. The platform must fetch GST data based on explicit borrower consent, analyse the data comprehensively, and generate a

GST business behaviour score that supports underwriting, credit renewal, and ongoing portfolio monitoring.

- SIDBI, for this purpose, invites proposals from Bidders. Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned under eligibility criteria and able to comply with the technical specification of service requirements as mentioned in Technical Bid.
- Apart from the above the bidder must also agree to all our terms & Conditions mentioned under this RFP.

6.3 Scope of work

- Vendor must possess a valid GSTN Application Service Provider (ASP) license and / onboarded or empanelled with GST Suvidha Provider (GSP) for fetching GST data directly via GSTN APIs with consent capture and audit trails. APIs should preferably be REST APIs in JSON data format.
- The system should analyse the customers' past GST Track record, based on detailed GST data (GSTR-1, GSTR-3B, etc.) fetch / verification for sales, purchases, etc. for a period of 36 months.
- The system should generate 360-degree customer analysis report and GSTIN level & PAN level (basis all GSTIN of the customers) index / scoring basis GST operational metrics.
- Integration: The system is required to be integrated into existing applications. APIs for requesting and consuming the above information are required to be created. The data fetched after consuming the APIs is to be stored in database tables and structures for use in various applications. Human readable formats to be stored in secured folders / database.
- The system should connect with multiple APIs leading to real time data processing from authenticated sources through a customer consent-based architecture.
- The proposed system should allow login to GSTN portal / system by the customer and / or access customer data through API from GSTN.
- The index/scoring should be capable of being used as a parameter in internal rating models of the Bank and explainability for index / scores at entity and portfolio level should also be available.
- The index / scoring shall also be used in periodic (quarterly / half yearly / annual) monitoring solutions of the portfolio. The index / scoring parameters shall also be used for generating scores based on automated annual review of the customer's loan accounts.
- The system should enable alerts / MIS reports / dashboards for portfolio-level risk transition analytics, performance review insights, etc.
- The data would need to consist of basic GST details of the customer, invoices related to sales and purchases information, etc.
- The system would have to provide information for GST composition scheme (GSTR-4) also as per the simplified format of such return.
- The information would need to be summarised and analysed to obtain various inputs as required in the loan application, appraisal and rating processes, compliance / early warning signals.
- The system should embed continuous learning and model lifecycle governance.

- The system should be capable of comprehensive back-testing of the GST-based index by suitable analysis of historical data. This includes validating model performance, ensuring data stability, providing recommendations for risk differentiation, etc.
- The User Manual should contain definitions of various rating grades / composite scores and indices used for arriving at the final rating grade along with their risk categorisation.
- The analysed information should contain the following parameters and also score the entity based on the analysis (The following parameters are only indicative and must not be considered as exhaustive parameters):
 - Type and nature of business
 - HSN & SAC codes for precise product categories
 - GST registration date & cancellation date (if any)
 - GSTIN status
 - GST filing history (including delays & defaults)
 - GST payments history (including delays & defaults)
 - Total turnover with number of sales transactions (year/quarter/month wise & average sales), with categories
 - Analysis of state wise sales and purchases
 - Supplier / Customer concentration (including top 5 customers & top 5 suppliers, exposure, with percentage of their sales / purchases to the total sales / purchases of the entity)
 - Total purchases with number of purchases transactions (year/month wise & average), with categories
 - Addition of new customers and suppliers during the trailing twelve months
 - Evaluation of GST filing and payment compliances of suppliers / customers of the entity
 - Circular trading and intra company / related party transactions
 - Highest and lowest purchase and sales
 - Breakup of B2B and B2C transactions
 - Identification of red flags such as frequent nil filings, suspended GSTINs, mismatches in ITC (Input Tax Credit), circular trading patterns, invoice spikes, unusual counterparties, etc.
 - Analysis of sales seasonality / cyclicity, volatility, invoice-level data, and revenue trends
 - Geographical Presence
 - Multi GST Analysis and scoring
 - Exports and imports, percentage and amount in FY and Trailing Twelve Months (TTM)
 - Any other parameters as and when identified by the Bank.
- The solution should be integrated with applications at SIDBI (like in-house solutions for Loan Origination, Compliance / early warning signals solution and online loan application).
- The vendor should provide necessary support for integrating with third party provided applications / solutions.
- The vendor should provide role-based portal access for SIDBI officials and senior management.

- The system should maintain complete audit trail covering consent, data pulls, API logs, scoring timestamps, and user actions.
- Any APIs required by SIDBI to request and consume the information would also have to be developed by the vendor as part of implementation.
- Vendor would have to ensure that the solution and its components, APIs etc. clear / pass Vulnerability Assessment and Penetration Testing (VAPT) conducted by third party vendors appointed by SIDBI and other security audit observations.

6.4 Integration with Existing / Present setup

- The proposed solution is to be integrated with the existing setup that is already present in SIDBI.
- The existing setup in brief is as below:
 1. API Request for ITR, GST, Bank Statement, MCA, Legal Due Diligence initiated from Online Loan application.
 2. Request is saved (along with uploaded ITR JSONS, Bank statement pdfs, GST raw data in zip file) in a schema in Oracle database in respective tables.
 3. After analysis of request, the response is received through Webhook and it updates the response in respective request application IDs in the tables.
 4. All responses (of ITR, GST, Bank statement, MCA, Legal Due Diligence, Integrated Report) have analysis report in excel format as per the data format specified by SIDBI. The same to be saved as a BLOB in Oracle DB.
 5. Response JSONs are saved in MongoDB and in Oracle DB (in excel format) against the application ID.
 6. After submission of online application, Integrated report (base format is appended) is generated and the same is stored in Oracle DB.
 7. Based on the integrated report, data is saved in multiple tables in the schema of oracle DB
 8. Vendor is required to deploy / maintain the solution so that the same is accessible both in DC and DR sites of SIDBI.
 9. All the API request and response formats should be similar / compatible to the existing API that are presently in use at SIDBI in order to prevent changes in downstream applications. Vendor to ensure the seamless integration of the proposed solution in the existing setup without any deviation.
 10. **Updation of Security Patches in the software on timely basis:** Vendor is requested to update security patches on timely basis for the software / applications / services / APIs provided by it. Also, as an SOP process, vendor is advised to undertake security testing (including VAPT) of future versions/ releases at your end and submit confirmation (including VAPT certifications / supporting documents) of your software / applications / services / APIs in this regard along with the new releases / patch deployments.

11. **RBI - DAKSH Communication - Guidelines on Reporting of Cyber Incidents:** As per RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated April 10, 2023, it is important to note that the Third-Party Service Provider (TPSP) of outsourcing contracts are required to report the incidents to SIDBI for any type of material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) to enable the Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines. Further, shortlisted bidder is required to ensure that cyber incidents are reported to the Bank by the service providers without undue delay, so that the incident is in turn reported by the Bank to the RBI within 6 hours of detection by the TPSP. The Bank shall immediately notify RBI in the event of breach of security and leakage of confidential customer-related information. In these eventualities, the Bank is required to adhere to the extant instructions issued by RBI from time to time on Incident Response and Recovery Management. Accordingly, shortlisted vendors are required to mandatorily report such cyber incidents to SIDBI immediately after its detection so as to enable the Bank to report the same to RBI in line with the aforesaid Master Direction of RBI on IT Outsourcing.
12. **Compliance to Digital Personal Data Protection Act, 2023:** Selected bidder is required to comply with the guidelines of Digital Personal Data Protection Act, 2023. Also, as part of data processing, vendor to ensure that no data is saved at vendor's servers after data is processed and responded back to SIDBI (data if any stored as part of processing should be deleted on Realtime basis).
13. The vendor should establish controls to ensure protection of confidential information stored as per applicable legal and regulatory requirements according to Indian jurisdiction. Sensitive information should travel in encrypted format from end to end. API security must be ensured. Data security should be maintained at all levels i.e. Data at Rest, Data in Motion and Data in Use.
14. Process the Personal Data only as per instructions from the Bank (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Bank; Comply with all applicable laws;
15. Process the Personal Data only to the extent and in such manner as is necessary for the discharge of the Consultant's obligations under this Contract or as is required by Law or any Regulatory Body; Ensure that vendor does not disclose any personal data to any third parties unless directed in writing to do so by the Bank.

6.5 Format synchronisation across the contract period

Any changes in the source format of GST returns / statements should be timely adopted by the bidder and the same to be implemented at SIDBI without any additional cost.

6.6 Availability of APIs as an API Stack within SIDBI

SIDBI on need basis, may utilise API services of GST returns / statements in any of its other systems. APIs provided by the vendor should be plug and play model (to the extent possible).

6.7 Service Level Agreement (SLA) and Liquidated Damages (LD)

1. SIDBI will impose Liquidated Damages, if the selected Service provider fails to comply with the following terms.
 - (i) fails to provide the services to SIDBI within the agreed timelines and to the satisfaction of SIDBI.
 - (ii) fails to deploy satisfactory resources for project implementation.
 - (iii) fails to keep the commitment made on services.
 - (iv) fails to provide requisite quality of services.

Detailed information on SLA and Liquidated Damages (LD) is provided in **Annexure-XVII**.

2. Liquidated damages clause is defined as follows for different purposes. All of them are independent of each other and several and cumulative and not exclusive of each other.
3. Liquidated damages would not be applicable for the delay due to reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributed to the Bank or Force Majeure.
4. Bank reserves the right to adjust the Liquidity damages, if any, against any amount payable to the bidder or will be adjusted against the PBG.

6.8 Implementation

The High-level activities which will be carried out for Implementation of the proposed platform are as below:

1. Requirements Analysis –which includes:
 - a. Requirements elicitation with Bank’s business team based on discussions, structured questionnaire, etc.
 - b. Arriving at detailed requirements specification for platform functionalities and exact data points
2. System Design – Design for the proposed system based on identified requirements.
 - a. High level System specification with overall architecture covering Technical Architecture including security architecture.

- b. Low level System specification with interface level details and elaboration of the High-Level Design (HLD) core modules & Test Cases.
3. Installation and Configuring of Solution including deployment of APIs, creation of APIs for requesting data and consuming APIs, creation of data structures for request data and consumption (received from API) data and storage of human readable form reports.
4. Implementation of platform which includes:
 - a. Integrations as defined in scope.
 - b. Unit testing of modules.
5. System and Integration Testing of the developed platform
6. User Acceptance Testing (UAT) – by Bank’s Business team.
7. System and functional documentation
8. Deployment and GO LIVE Commissioning – Deployment of the solution in production environment, support, and maintenance.

6.9 Services during Implementation / Support

1. Bidder would be required to provide one on-site support person at SIDBI office at Lucknow or as decided by SIDBI, for the entire project tenure of 36 months (3 years). SIDBI may, at its discretion, change the on-site support location to Mumbai / Chennai / New Delhi with 1-month advance notice. Vendor should be in a position to deploy the resource as advised by SIDBI. The support person would act as SPOC and arrange to resolve all technical and functional issues, queries faced by operating units / customers / DC support teams. The SPOC would coordinate internally with technical/ functional teams of the Bidder for resolution of all issues. In case any of the services is not directly offered by the Bidder, the SPOC would be responsible for coordination with the respective service provider to ensure resolution of issues.
2. If any of the services are not offered directly by the Bidder, the bidder would need to provide back-to-back arrangement with relevant service provider(s) to obtain such data/service. The Bidder would also have to submit an SLA with such service provider to ensure 24x7, 99.5% uptime of service and adherence to application response and issue resolution time. Bidder to also provide SPOC details of such service provider.
3. All the components of proposed solution in the DC site should be replicable at the DR site (except for test and development environment).
4. The Bidder should be capable to supply, configure, customize, maintain, and support a solution offered by them, which also includes but not limited to:
 - (i) Installation, re-installation, migration to different server at DC/DR, upgradation to higher version of software platform (example migration to higher version of Java), customization/ development and maintenance of required solutions

- (ii) Provide interfaces required to integrate the solution with other banking systems and applications.
 - (iii) Training the core team including technical training with regard to API installation, configuration & setup
 - (iv) Provide hand-holding support during roll-out.
 - (v) Handover of code for APIs and integration developed for requesting and consuming APIs.
5. Based on the contents of the RFP, the Bidder shall be required to independently arrive at a solution to support Bank's requirements, after taking into consideration the effort estimated for implementation, resources. The Bank expressly stipulates that selection of Bidder under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the services and the deliverables in connection therewith are only a part of the assignment as per the defined scope of work. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment on a turn-key basis at no additional cost to the Bank.
 6. The Bidder has to envisage all necessary services to be provided and ensure that the same are delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services mandatory for successful implementation of the solution as per the defined scope of work on the pretext that the same was not explicitly mentioned in the RFP.
 7. The successful Bidder/Bidders shall work with the Bank team to design the solution architecture and complete project plan considering the licensing requirements for all the functional requirements of SIDBI.
 8. There shall be a stabilization period of -30- days post GO LIVE. During this period, the successful Bidder is also expected to provide hand-holding services to the operations team.
 9. The successful Bidder is expected to ensure that functionalities currently being used by SIDBI or being envisaged by SIDBI are made available.
 10. The successful Bidder is expected to ensure all the regulatory requirements like changes in changes of format in Bank statements made by the Bank, change/ addition in GST data filing formats etc. are made available without any extra cost.
 11. The successful Bidder is expected to carry out a requirement study for the functionalities and services required by SIDBI, to gain understanding of the business requirements and functioning of the entire eco system.
 12. The Bidder must furnish contract agreements with other vendors whose products or services are being offered by the Bidder. The Bidder must further continue with the same vendors and shall not be permitted to change the vendors after the bid is submitted

unless expressly permitted by SIDBI after submission of reasons for change by the Bidder. Failure to adhere to this clause will attract disqualification of the bid/ contract as well as invoke related damage clauses as specified in Terms and Conditions.

13. The successful Bidder must support and maintain both production (at DC and DR), testing and training environments.
14. The solution provided by Bidder should be of the industry standards and secure.
15. The successful Bidder to assist in Vulnerability Assessment and Penetration Testing (VAPT) by third party auditor selected by SIDBI and sort out all issues arising out of VAPT.
16. No manual intervention should be required between one module/component to other for data transfer and all the process should be STP wherever required.
17. The successful Bidder is expected to assist the Bank in performing UAT of the application as part of deployment and subsequent changes. The successful Bidder will prepare test cases and shall be responsible for securing necessary approval from stakeholders on acceptance of the test cases.
18. The successful Bidder would also be responsible to independently test the application for its working and also assist the Bank's core team in the testing of the application.
19. The successful Bidder is expected to customize the solution based on the requirements of Bank.
20. The successful Bidder would be expected to manage, maintain, and monitor the solution for the period of the contract.
21. The phase wise project GO LIVE shall be considered as complete when:
 - a. The entire functionalities mentioned in scope of the platform are integrated as single solution.
 - b. All the functionalities of the platform are tested and signed off by the Bank.
 - c. Bidder is required to get a certification from functional team related to business verticals.
22. For smooth completion of the project, the Bidder should identify one or two of its representatives at Mumbai as the Project Manager for the Bank and act as SPOC on behalf of the Bidder. The representatives nominated for the project should submit a Project Status Report on periodic basis, as mutually agreed, regarding implementation of the project. The Project Status Report shall contain details of work done vis-a-vis total work under the project. The Project Status Report should be comprehensive to enable the Bank to refer to any details on a future date.
- 23. Working Days / Hours (Onsite) for resources deployed on site:**
 - a. SIDBI office time and holiday calendar shall be applicable for resources deployed on site.
 - b. Following is the service window to be followed by Vendor:

Service Scope	Service Window
Working hours will be advised to the selected bidder. Staggered duty may be considered beyond normal office hours, if required.	As per SIDBI's working hours; Presently 8 hrs. x 5 days (Monday to Friday)

24. Leaves and holidays:

- a. SIDBI holidays will be applicable for the hired resources deployed onsite. In case required, the resources will have to work beyond normal working hours and holidays.
- b. In case of resource requirement on holiday /Saturday/ Sunday, on advice from SIDBI, resources should work on holiday / Saturday / Sunday also. For this extra day of working, SIDBI will compensate either by (decision to select the mode of compensation is with SIDBI on case-to-case basis):
 - (i) additional payment, on the basis of proportionate amount (person-day rate) of the cost of respective year mentioned for respective category as mentioned in Commercial Bid.
 - OR
 - (ii) Compensatory off may be given to the respective resource (which should be utilized by the resource within a period of 3 months)
- c. A person month will comprise of 22 days to arrive at person day rate for broken periods less than one month for resources deployed onsite.
- d. Allowed leave of absence per month is 1 day.

25. Continuity of resources:

- a. Successful bidder is required to take utmost care in identifying the resources to be deployed at SIDBI location for on-site support and have capability to handle technical and functional support requirements. He/she should not leave the project in short period without written approval from SIDBI.
- b. Resources deployed at SIDBI site, should not be removed from the site by the vendor without prior written approval from SIDBI. If any resource is to be replaced from SIDBI location, an advance notice of at least 30 days shall be given to SIDBI.
- c. Only after prior written approval from SIDBI, resources can be replaced.
- d. Any shortfall in notice period will be treated as absence and corresponding liquidated damages would be applicable.

- e. A resource shall be considered absent if allowed leave of absence has already been availed for the month and no standby resource has been arranged.
- f. Necessary stand-by resources with similar profile should be arranged during absence of any regular resource on account of leave or any other reason if the leave of absence is more than 5 working days.
- g. New resources (who will replace the existing on-site resource) to be deployed at SIDBI location at least 15 days before the date of relieving of existing resources. I.e., a transition period of 15 days is required. No additional payment will be made by SIDBI for this purpose. Not doing so will be considered as absent for the purpose of levying liquidated damages in addition to the shortfall in notice period, if any.

26. Transition Management:

The Bidder understands the criticality of this Project and that it would form the basis of the core credit decisions of the Bank, for the tenure of Contract under this RFP. The Bidder therefore agrees and undertakes that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process as it would require SIDBI to appoint an alternate service provider, after the completion of the notice period, and only after completion of the Bidders obligations under a reverse transition mechanism. During this period of Reverse Transition, the Bidder shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per the terms.

6.10 Project Timelines

Purchase Order Issuance Date	Responsibility	T (CD refers to Calendar days)
Execution of Contract	SIDBI	T (Day 0)
Provide LMS & LOS Integration Documents (APIs, payload structures, security protocols)	SIDBI	T+5 CD
Provide access to required SIDBI staging environment, API gateway access, test credentials, and approvals to proceed	SIDBI	T+5 CD
Delivery of Software Requirements Specification (SRS)	Successful bidder	T+15 CD (i.e.10 CD)
Review and approval of SRS	SIDBI	T+20 CD (i.e. 5 CD)

Development Completion & Successful installation / configuration / bidder Workflow architecture documents		T+60 CD (i.e. 40 CD)
Provide Test Cases, Test Data & UAT Sign-off Criteria	SIDBI	T+65 CD (i.e. 5 CD)
User Acceptance Testing (UAT) Completion	Successful bidder (support) + SIDBI (execution)	T+90 CD (i.e. 25 CD)
Vulnerability Assessment and Penetration Testing (VAPT)	Successful bidder (support) + SIDBI (execution)	T+110 CD (i.e. 20 CD)
GO LIVE (Configuration, Data Migration Setup, Final Deployment Plan)	Successful bidder + SIDBI	T+120 CD (i.e. 10 CD)
On-site support and maintenance	Successful bidder	GO LIVE+ 3 years
Ongoing activities: Security patches, compliance reporting, operational support escalation matrix, score monitoring, trainings, etc.	Successful bidder (SIDBI shall monitor / oversee the same)	Throughout contract tenure

7. Evaluation Methodology

7.1. Evaluation process

- 7.1.1 The Bank has adopted three (3) step process in which the Bidder has to submit following bids in separate files at the time of submission of bids as stipulated in this document.
- a) Eligibility Bid
 - b) Technical Bid
 - c) Commercial Bids.
- 7.1.2 The Bank shall evaluate first the 'Eligibility Criteria' bids and based on its evaluation, 'Technical Bids' shall be undertaken for evaluation at the second stage. 'Commercial bids' shall be opened for only 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%.
- 7.1.3 The evaluation of the bids will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.
- 7.1.4 All the documentary proofs are to be submitted along with the bid in this regard.
- 7.1.5 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.
- 7.1.6 During evaluation, Bank at its discretion can ask the bidders for clarifications.
- 7.1.7 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.
- 7.1.8 **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 apple-to-apple comparison or to bring further transparency in the evaluation process.

7.2 Opening of Minimum Eligibility and Technical Bids

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

7.3 Preliminary Examinations

- 7.3.1 The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 7.3.2 The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 7.3.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning 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.
- 7.3.4 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 7.3.5 The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

7.4 Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, the Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid

shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

7.5 Evaluation of Eligibility Criteria

7.5.1 Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria'. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.

7.5.2 The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted in Eligibility Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria will be rejected.

Sr. No.	Criteria	Documents to be submitted by the bidder
A	GENERAL	
1.	The Bidder should be a partnership firm in India under Partnership Act, 1932 or an LLP registered in India under Limited Liability Partnership (LLP) Act, 2008 / OR Company in India as per Companies Act, 1956/ 2013 and must have in existence for 5 years as on bid issue date.	- Partnership firm: Certified copy of Partnership Deed. - Copy of LLP Agreement / certificate of LLP registration. - Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business. - Reference of Act/Notification.
2.	The bidder must have a currently valid GST registration certificate and PAN number.	Copies of the following to be submitted: (i) GST Number and (ii) PAN
3.	The bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. OR The bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure-I to the said Office Memorandum / Order and we submit proof of registration herewith.	Undertaking as per Annexure - XV and copy of certificate of valid registration with the Competent Authority (If applicable)

4.	The bidder should not have been blacklisted by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government/ Semi Government / PSU organizations in India as on bid issue date, including extension, if any.	Self-declaration to be submitted.
5.	The bidder should submit pre-contract integrity pact.	Pre-contract integrity pact, executed on non-judicial stamp paper, as per the format given in Annexure -XIV of the bid document to be submitted.
6.	The bidder should be prime bidder. No Consortium and / or subcontracting are allowed for the solution/ services to be offered.	Letter of confirmation to be submitted. (self-certified letter signed by authorized signatory of the bidder)
B	FINANCIAL	
1.	The bidder should have minimum average annual turnover of ₹20 crore during last three financial years i.e. FY2022-23, 2023-24 and 2024-25.	The bidder should submit the following: (i) Audited balance sheet for last three years i.e. FY2022-23, 2023-24 and 2024-25 AND (ii) CA Certificate indicating turnover, EBITDA and net worth for three years i.e. FY2022-23, 2023-24 and 2024-25.
2.	The Bidders should also have positive net worth in immediately preceding two (2) out of three (3) financial years i.e., FY2022-23, 2023-24 and 2024-25.	
3.	The bidder should have positive Earnings Before Interest, Taxes, Depreciation, and Amortization (EBITDA) in immediately preceding two (2) out of three (3) financial years i.e., i.e. FY2022-23, 2023-24 and 2024-25.	
C	EXPERIENCE	
1	The Bidder must have completed minimum two projects in score generation through GST Fetch and Analysis for entities in BFSI** sector in India during last 3 financial years.	Copy of work order along with completion certificate or implementation signoff from the customer.
Notes: a. The financials must be of the individual company's and not consolidated or of any group of companies / subsidiaries. b. MSEs – having valid Udyam Registration certificate, as on bid submission date, are exempt from turnover and experience criteria, subject to meeting quality & technical specifications.		

- c. Startups – having valid Certificate of Recognition’ issued by the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India, as on bid submission date, are also exempted from turnover and experience criteria, subject to meeting quality and technical specifications.
- d. Reference of all experiences as above, where the implementation activity is complete as on the last date of submission of bids, will only be considered.

****“BFSI”** implies Scheduled Commercial Banks, All India Financial Institutions, NBFC, Public Sector Insurance Companies and RBI, in the current RfP.

- 7.4.1 Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the Eligibility criteria will entail rejection of the offer summarily. The evaluation committee reserves the right to verify /evaluate the claims made by the vendor independently. Any discrepancy could lead to censuring / blacklisting of the bidder. Any decision in this regard shall be final and binding upon the bidder.
- 7.4.2 Those who fulfil all the eligibility criteria as mentioned above would be eligible to take part in this bid exercise.
- 7.4.3 Minimum Eligibility Bid format as per **Annexure -II** given in this RfP to be submitted by Bidders and should contain detailed responses to each of the above eligibility criteria along with documentary proofs as specified above.
- 7.4.4 Successful bids out of this stage would be considered for technical evaluation.

7.5 Evaluation of Technical Bids

- 7.5.1 Technical evaluation will be carried out only for the bidders who succeed the pre-qualification (minimum eligibility) criterion.
- 7.5.2 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. Suitable replacements would be allowed in exceptional circumstances, with written approval of SIDBI, based on submission of bio data of the incoming persons (including profiles and functional expertise).
- 7.5.3 A maximum of 100 marks will be allocated for the technical bid. Only the technical proposals will be evaluated at this stage. Bidders scoring less than **70 marks** (cutoff score) out of 100 marks in the technical evaluation shall not be considered for further selection. Once the evaluation of

technical proposals is completed, the bidders who score more than the prescribed cut off score will only be short listed.

7.5.4 Technical bids would be evaluated based on the following parameters:

Overall Technical Scoring

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

S.No	Evaluation	Max Marks
1	Features & Functionality – Portal	25
2	Features & Functionality – Service	15
3	Relevance of credentials	30
4	Technical Presentation	20
5	Customer Feedback	10
	Total	100

A. Evaluation of Features and Functionality- Portal [25 Marks]

Desired portal features and functionality are specified as given below:

S.No.	Evaluation Parameters	Scope	Marks (Readily available)	Marks (Workaround required)	Marks (Development/ Customization required)
1	Invoice-Level Modelling	Use invoice-level GST data for features and scoring; explanations for entity level / parameter wise scores	10	8	4
2	Circular/Intra-Company dealings / other red flags	Detect red flags, viz. circular / intra company dealings, frequent nil filings, suspended GSTINs, mismatches in ITC (Input Tax Credit)	5	3	1
3	MIS alerts & dashboards	MIS with drill-down options, dashboards and periodic alerts (daily / weekly / monthly, etc.). Ease to define user-defined reports.	5	3	1
4	Portfolio analytics / review	Quarterly portfolio reviews and risk transition tracking	5	3	1
TOTAL			25	17	7

B. Evaluation of Features and Functionality – Service [15 Marks]

Evaluation shall be carried out based on the response submitted by the bidder in Annexure III - Technical Bid.

S. No.	Evaluation Parameters	Max Marks	Comments/ Remarks
1.	GST-based business behaviour scoring	5	Wherever service is provided directly by the bidder, full marks would be provided. Otherwise, no marks (0) would be provided.
2.	Usage of Artificial Intelligence (AI) in GST based business behaviour scoring	5	Wherever AI usage is established, full marks would be provided. Otherwise, no marks (0) would be provided against this parameter.
3.	Back testability of the GST-based business behaviour scoring	5	Wherever back testability of the scores is demonstrated & established, full marks would be provided. Otherwise, no marks (0) would be provided against this parameter.
TOTAL		15	

C. Relevance of Credentials [30 Marks]

S.No	Number of Relevant credentials	Max Marks	Comments / Remarks
1	Number of similar projects (GST fetch and detailed Analysis; with Score Generation) undertaken for BFSI sector clients by the Bidder or partner for the respective service (Only implemented projects shall be considered eligible for evaluation).	10	More than 4 projects – 10 Marks 2-4 projects – 5 Marks Less than 2 projects- 0 marks
2	Operational Scale in GST Score Generation for BFSI sector clients	10	≥ 50,000 scores generated in the trailing 12 months- 10 Marks ≥25,000 and <50,000 scores generated in the trailing 12 months- 6 Marks ≥ 10,000 and <25,000 scores generated in the trailing 12 months - 2 Marks <10,000 scores generated in the trailing 12 months - 0 Mark

3	Proven Production Model in GST Fetch and Analysis with BFSI sector clients	10	≥ 3 years in production– 10 Marks ≥ 1 year and <3 years in production– 6 Marks < 1 year in production– 2 Marks
	Total	30	

D. Technical presentation [20 Marks]

The Bank would request the Service providers to present and explain the solution proposed. Evaluation shall be on the following parameters basis presentation and interaction during the presentation:

SL.No	Technical presentation	Max Marks
A	Identifying key deliverables, outlining Plan of action & solution overview, with mapping to vision and providing details of software components to be used	3
B	Details of resources, prior experience, confidence of execution, Implementation plan, milestones, post implementation support models, etc.	2
C	Product support, Training, handling scale, growth metrics, performance and additional capabilities discussed ($\geq 99.5\%$ uptime; RPO/RTO targets; DR drills; backups, low-latency APIs, batch SLA windows, etc.)	2
D	Demonstration of the proposed solution: The Bank may, as part of the evaluation process, require the bidders to present and demonstrate the proposed solution (prototypes / use cases, etc.) in a manner determined by the Bank. The demonstration shall be used to broadly assess the proposed solution and the bidder's capability to meet the functional, technical and implementation requirements outlined in the RfP.	10
E	DPDP Compliance: Compliance with the DPDP Act and guidelines / directions issued thereunder, as updated from time to time, including consent capture (purpose, duration and lawful basis), maintenance of consent logs, consent withdrawal mechanisms, personal data lifecycle management, data minimization, anonymization/pseudonymization of personal data, and audit-ready consent and data processing trails. Security, explainability & audit: Encryption in transit/at rest; key management; segregation; RBAC; VAPT/pen-tests, model documentation; reproducibility; immutable logs; reason codes.	3
	Total	20

E. Feedback from Customers [10 Marks]

1. Bank's officials may obtain feedback by written communication (letters, emails), telephonic conversation, virtual meeting, etc. from the customers, where the platform is implemented as per details provided by the bidder in "Relevance of Credentials" at Section C above. The purpose of the feedback will be to understand and validate the functional, technical, project implementation and management, service delivery capabilities of the service providers.
2. 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.

Notes:

- (i) The technical bid will be analysed and evaluated, based on which Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
- (ii) Technical Bids receiving a score greater than or equal to **70 (cut-off marks)** will be eligible for consideration in the subsequent round of commercial evaluation.
- (iii) Documentary evidence must be submitted for each criterion and undertaking, or declaration made by the service provider must be on the company letter head and is to be signed by an authorized signatory.
- (iv) Completion Letter / Reference Letter from relevant Senior Executive of the Service Provider to be attached for each engagement reference mentioned.

7.6 Commercial Evaluation

- 7.6.1 Commercial bids of only technically shortlisted bidders would be opened.
- 7.6.2 In respect of all the qualified bidders, in whose case, the commercial bid has been opened, a combined techno-commercial evaluation will be done by the evaluation committee as per the following procedure:

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C etc.) will be computed using the formula, $T = \text{Marks of B} / \text{Marks of highest scorer A} \times 100$.

Similarly, Commercial score of all technically qualified bidders will be arrived at taking the cost quoted by L1 bidder i.e. the lowest quote from all technically qualified bidders (say C) as 100. Marks for other bidders will be calculated using the formula $\text{Combined Score} = \text{Cost of L1 bidder (C)} / \text{Cost}$

quoted by bidder * 100.

A “Combined Score” will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a weightage of 70% for technical and 30% for commercials as detailed below.

Then combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest Combined Score (H1), up to 2 decimals.

Formula for calculating the Combined Score of technically qualified bidder is as follows.

$$H = (T/(T-1) \times 70) + ((C-1)/C \times 30)$$

T= Technical Score ; T High = Highest Technical Score among the bidders

C= Commercial Quote ; C Low = Lowest commercial quote of C among the bidders

Whereas: H = Combined Score

Bidder	Technical Evaluation Marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
A	95 (T-1)	18	(95/95) * 70 = 70.00	(10/18) * 30 = 16.67	70.00 + 16.67 = 86.67 (H-3)
B	90	13	(90/95) * 70 = 66.32	(10/13) * 30 = 23.07	66.32 + 23.07 = 89.39 (H-1)
C	80	10 (C-1)	(80/95) * 70 = 58.95	(10/10) * 30 = 30.00	58.95 + 30 = 88.95 (H-2)

In the above example, Bidder B with highest score (H-1) becomes the successful Bidder. In case of a tie between bidders i.e. if two or more bidders receive the same combined score, the bidder with the higher technical score shall be declared as (H-1). Two decimals (rounded off) will be considered for evaluation.

Kindly note that the evaluation committee reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the evaluation committee decision on techno-commercial evaluation is FINAL.

SIDBI, at its sole discretion, may hold discussions with the Successful Bidder to further negotiate on the Commercial Bid submitted by such Successful Bidder.

7.7 Commercial Bid

- 7.7.1 All prices should be quoted in (INR) only. The Total cost will be inclusive of GST and other applicable taxes. However, GST and other applicable taxes will be paid as per actuals.
- 7.7.2 The Commercial Bid should be submitted in the format prescribed in the **Annexure XII** of this RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
- 7.7.3 Financial details should be part of the Commercial bid only and should not be disclosed along with the technical bid. Disclosure of commercial bid along with technical bid may result in rejection of bid.
- 7.7.4 In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
- 7.7.5 Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.

7.8 Arithmetic errors correction

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

- 7.8.1 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.
- 7.8.2 If the vendor 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.
- 7.8.3 Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

8 General Terms and Conditions

8.1 General Provisions

8.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means all laws, brought into force and effect by the Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract.
- b. "Applicable Permit" means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws.
- c. "Completion Date" shall mean **36 (Thirty Six) months** from the Effective Date, as the date of completion of the scope of Services.
- d. "Contract" means this Agreement signed by the Parties together with the following documents:
 - (i) this Agreement and its Appendices;
 - (ii) the Offer Letter;
 - (iii) the RfP;
 - (iv) The bid submitted by the bidder
- e. "Effective Date" means the date on which this Contract comes into force and effect pursuant to **Clause 8.2.1**;
- f. "Government" means Government of India;
- g. "The Bank" or "SIDBI" or "Buyer" means Small Industries Development Bank of India
- h. "RFP" or "RfP" or "Tender" or "Bid document" means the 'Request for Proposal document'
- i. "Bid" or "Offer" means the written reply or submission of response to this RfP.
- j. "Bidder" or "Seller" means the respondent to the RfP document.
- k. 'Local currency' means the Indian Rupees;
- l. "Member", in case the Consulting Agency consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- m. "Party" means the SIDBI or the Consulting Agency, as the case may be, and Parties means both of them;
- n. "Personnel" means persons hired by the Consulting Agency as Employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in **Clause 8.4.2 (a)**.
- o. "Services" and/or "Deliverables" means the work to be performed by the Consulting Agency pursuant to his/her

contract. The scope of work will be strictly as given in various Clauses in Terms of Reference (TOR). The approach and methodology to be adopted by the Consulting Agency for carrying out the assignment may be modified depending upon the mutual discussions with SIDBI. The work plan as indicated by the Consulting Agency may also get modified accordingly.

- p. "Vendor" or "Shortlisted Bidder" or "Consulting Agency" is one who is found eligible as per eligibility criteria set out in this RfP, whose technical Bid has been accepted and who has emerged as successful bidder as per the selection criteria set out in the RfP and to whom notification of award / LoI / Purchase Order has been given by the Bank.
- q. "Order value" means value of purchase order placed by the Bank on the bidder/selected bidder under this project for the full and proper performance of its contractual obligations.
- r. "Third Party" means any person or entity other than the SIDBI and the Consulting Agency.

8.1.2 Interpretations

In this Contract, unless the context otherwise requires:

- a. references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as amended, modified, supplemented, extended or re-enacted from time to time;
- b. references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- c. the table of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract;
- d. the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without

limitation” or “but not limited to” whether or not they are followed by such phrases;

- e. any reference to a day shall mean a reference to a calendar day;
- f. any reference to a “business day” shall be construed as reference to a day (other than a Sunday) on which banks in the State are generally open for business;
- g. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- h. time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

8.1.3 Priority of agreements, clauses and schedules

- a. This Contract, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Contract, the priority of this Contract and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
 - i. this Contract;
 - ii. the RFP;
 - iii. Offer Letter;
 - iv. Proposal; and
 - v. all other agreements and documents forming part hereof or referred to herein.
- b. Subject to the provisions of **Clause 8.1.3(a)**, in case of ambiguities or discrepancies within this Contract, the following shall apply:
 - i. between two or more Clauses of this Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - ii. between the Clauses of this Contract and the Appendix, the Clauses shall prevail;
 - iii. between any two Appendix, the Appendix relevant to the issue shall prevail; and
 - iv. between any value written in numerals and that in words, the latter shall prevail.

8.1.4 Relation between parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the SIDBI

and the Consulting Agency. The Consulting Agency, subject to this Contract, have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

8.1.5 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

8.1.6 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, fax, or email.

8.1.7 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

8.1.8 Location

The Services shall be performed at such locations as the SIDBI may approve. The bidder has to make its own arrangements (travel & accommodation) to complete the assignment.

8.1.9 Taxes and Duties

The Consulting Agency and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law and the SIDBI shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed. The SIDBI shall not be liable for any tax levied on the remuneration and allowances of the Consulting Agency as per this contract.

8.2 Commencement, Completion, modification and Termination of Contract

8.2.1 Effectiveness of Contract

This Contract shall come into force and effect on the ("Effective Date") of the SIDBI notice to the Consulting Agency instructing the Consulting Agency to begin carrying out the Services.

8.2.2 Expiration of Contract

Unless terminated earlier pursuant to conditions specified in **Clause 8.2.9**, or otherwise extended, this Contract shall expire when services have been completed and all payments have been made as specified.

8.2.3 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties to the contract or their duly authorized representatives.

8.2.4 Force Majeure

8.2.4.1 Definition

- a. For the purposes of this 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, pandemic, epidemic, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, nationwide strikes, lockouts or other industrial action, confiscation or any other action by government agencies.
- b. Force Majeure shall not include
 - i. any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees;
 - ii. any economic hardship, insufficiency of funds or failure to make any payment required hereunder;
 - iii. strike, lockout and other industrial actions restricted to the employees or personnel of the Parties;
 - iv. general routine quarantine requirements and other restrictions, which do not result in complete lockdown or shut down or prevention of work from home;

- v. any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

8.2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this 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 this Contract.

8.2.5 Measures to be Taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event. Submission of such notice shall be a condition precedent to any relief under **Clause 8.2.4** and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

8.2.6 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. This doesn't preclude the SIDBI from extending the time period of the assignment pursuant to **Clause 8.3.8.b** or otherwise.

8.2.7 Consultation

Not later than thirty (30) days after the Consulting Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each

other with a view to agreeing on appropriate measures to be taken in the circumstances.

8.2.8 Suspension

The SIDBI may, by written notice of suspension to the Consulting Agency, suspend all payments to the Consulting Agency hereunder if the Consulting Agency fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consulting Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consulting Agency of such notice of suspension.

8.2.9 Termination

8.2.9.1 By the SIDBI

- a. The SIDBI may, by not less than thirty (30) days' written notice of termination to the Consulting Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (b) through (h) of this **Clause 8.2.9.1**, terminate this Contract.
- b. if the Consulting Agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to **Clause 8.2.8** hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the SIDBI may have subsequently approved in writing;
- c. if the Consulting Agency becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- d. if the Consulting agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 8.9** hereof;
- e. if the Consulting agency submits to SIDBI a statement, representation or warranty which has a material effect on the rights, obligations or

interests of the SIDBI and which the Consulting agency knows to be false;

- f. if, as the result of Force Majeure, the Consulting Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- g. if the SIDBI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- h. if the consulting agency, in the judgement of the SIDBI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the SIDBI, and includes collusive practice among bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the SIDBI of the benefits of free and open competition.
- i. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.

8.2.9.2 By the Consulting Agency

The Consulting Agency may, by not less than thirty (30) days' written notice to the SIDBI, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this **Clause 8.2.9.2**, terminate this Contract:

- a. if the SIDBI fails to pay any money due to the Consulting Agency pursuant to this Contract, which is not subject to dispute pursuant to Clause 8.9 hereof within sixty days (60) days after

receiving written notice from the Consulting Agency that such payment is overdue;

- b. if the SIDBI fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8.9 hereof.

8.2.9.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses 8.2.9.1 or 8.2.9.2** hereof, the Consulting Agency shall, immediately upon dispatch or receipt of such notice, take all 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. With respect to documents prepared by the Consulting Agency and equipment and materials furnished by the SIDBI, the Consulting Agency shall proceed as provided, respectively, by **Clauses 8.3.10 or 8.3.11** hereof.

8.2.9.4 Payment upon Termination

In the event of such termination, the Consulting Agency shall be compensated for the actual amount of work performed in accordance with the terms of this Contract, Scope of Work and RfP as on the date of termination on pro rata basis after offsetting against these payments any amount that may be due from the Consulting Agency to the SIDBI. All advances paid to the consulting agency shall be immediately refunded to SIDBI.

8.2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in **Clause 8.2.9.1 or in Clause 8.2.9.2** hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to **Clause 8.9** hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

8.3 Obligations of the Consulting Agency

8.3.1 General

8.3.1.1 Standard of Performance

The Approach and Methodology followed by the Consulting Agency for performing its Services should be in line with the requirements spelt out in the RfP. Any deviation will require approval of the SIDBI. The Consulting Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and

practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consulting Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SIDBI, and shall at all times support and safeguard the SIDBI legitimate interests in any dealings with Sub-consultants or Third Parties.

8.3.1.2 Law Governing Services

The Consulting Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- consultants, as well as the Personnel of the Consulting Agency and any Sub- consultants, comply with the Applicable Law. The Consulting Agency shall also obtain any and all Applicable Permits required to be obtained by it for the performance of the obligations under this Contract.

8.3.2 Conflict of Interest

8.3.2.1 The Remuneration of the Consulting Agency pursuant to **Clause 8.5** hereof shall constitute the Consulting Agency's sole remuneration in connection with this Contract or the Services and, subject to **Clause 8.3.2.2** hereof, the Consulting Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consulting Agency shall use their best efforts to ensure that any Sub- consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

8.3.2.2 If the Consulting Agency, as part of the Services, have the responsibility of advising the SIDBI DFI on the procurement of goods, works or services, the Consulting Agency shall comply with any applicable procurement guidelines of the Government of India/SIDBI/ and shall at all times exercise such responsibility in the best interest of the SIDBI. Any discounts or commissions obtained by the Consulting Agency in the exercise of such procurement responsibility shall be for the account of the SIDBI.

8.3.3 Confidentiality

The Consulting Agency, their Sub-consultants and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the

SIDBI business or operations without the prior written consent of the SIDBI.

Parties agree that Consulting Agency shall submit the Deliverables and all documents / presentations in a mutually acceptable format for the project. SIDBI agrees that no separate mention of Consulting Agency in connection therewith is made by the SIDBI in any redistributed Deliverables to any third party, except Government of India or any public announcement without the prior written consent of the Consulting Agency.

8.3.4 Liability of the Consulting Agency

The Consulting Agency's liability under this Contract shall be as provided by the Applicable Law. Under no circumstances will Consulting Agency's and SIDBI aggregate liability to other Party for any and all claims, including third party claims, or losses arising from or in connection with or relating to the Contract, whether in contract (including under an indemnity), tort (including negligence), strict liability, statute or otherwise, exceed an amount equal to the fees paid by SIDBI to Consulting Agency for the Service or Deliverable that gave rise to the claim. In no event will either Party be liable for any loss of profits, loss of use, loss of contracts or for any indirect or consequential loss or damage which are not reasonably foreseeable.

8.3.5 Insurance to be taken out by the Consulting Agency

The Consulting agency needs to take professional indemnity insurance policy and submit the documentary evidence of the same. All costs involved in taking the insurance will be borne by the Consulting agency.

8.3.6 Reporting Arrangements

The Consulting agency shall neither seek nor accept instructions from any authority external to the SIDBI in connection with the performance of services under the Contract.

8.3.7 Accounting, Inspection and Auditing

The Consulting Agency (i) shall keep accurate and systematic accounts and records in respect of the Services, in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and (ii) shall permit SIDBI or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the

SIDBI. For such inspection and audit as envisaged above only prior intimation in this regard will be sent to the consultancy agency.

8.3.8 Consulting Agency's Actions Requiring SIDBI's Prior Approval

The Consulting Agency shall obtain the SIDBI's prior approval in writing before taking any of the following actions:

- a. appointing such members of the Personnel by the Consulting Agency merely by title but not by name
- b. extension of time period for completion of services for any reason including Force majeure.

Suitable replacements would be allowed only in exceptional circumstances, with written approval of SIDBI, based on submission of bio data of the incoming persons (including profiles and functional expertise).

8.3.9 Reporting Obligations

The consulting agency shall furnish, compile or make available at all times to the SIDBI and records of information, oral or written, which the SIDBI may reasonably request of the services to be performed under this contract.

8.3.10 Documents Prepared by the Consulting Agency to Be the Property of the SIDBI

- a. All drawings, photographs, reports, recommendations, estimates, documents and all other data compiled or received by the Consulting Agency under this Contract and the intellectual property therein, (i) shall be owned by and be the property of the SIDBI, (ii) shall be treated by the Consulting Agency, its personnel, sub-contractors and advisers as confidential, (iii) shall be delivered only to the duly authorized officials of SIDBI on completion of work under this Contract or as may otherwise be specified by the SIDBI under this Contract. In no event shall the contents of such document or data made known by the Consulting Agency to any person or organisation without prior written approval of the SIDBI.
- b. All copyright, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract, shall become the property of the SIDBI as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as the SIDBI may determine appropriate.
- c. Background IPR: Final versions of presentations, reports and other material that Consulting Agency provide to SIDBI will

become SIDBI's property ("Deliverables"). Consulting Agency shall retain ownership of its underlying intellectual property, including its knowledge of business principles and those analytical concepts, approaches, methodologies, models, processes, discoveries, tools, ideas and formats developed by Consulting Agency staff in course of its work for clients, or during its own research ("Consulting Agencies Methodology"). In the course of providing the Services, Consulting Agency may also develop or enhance its collective knowledge which shall be considered Consulting Agency Methodology.

- d. If Consulting Agency agrees to SIDBI disclosing the Deliverables to third parties, SIDBI agrees that Consulting Agency will not be responsible for any losses incurred by SIDBI or any third party as a result of or in connection with such disclosure, or the third party's use of or reliance on the Deliverables or any other aspect of Consulting Agency's work.

8.3.11 Equipment and Materials Furnished by the SIDBI

This Clause will be applicable in the event any equipment or material is made available by SIDBI. Equipment and materials made available to the Consulting Agency by the SIDBI or purchased by the Consulting Agency with funds provided by the SIDBI, shall be the property of the SIDBI and shall be marked accordingly. Upon termination or expiration of this Contract, the Consulting Agency shall make available to the SIDBI an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the SIDBI's instructions. Such equipment or property when returned to the SIDBI shall be in the same condition as when delivered to the consulting agency, subject to normal wear and tear. The consulting agency shall, in any event be liable to the SIDBI for

the loss of or damage to such equipment or property through his/her fault or negligence.

8.3.12 Monitoring of Consulting Agency Performance

SIDBI would monitor the progress of the project through meetings with the Consulting Agency at a time and place to be indicated by the SIDBI.

8.4 Consulting Agency's Personnel

8.4.1 General

The Consulting Agency shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

8.4.2 Description of Personnel

- a. Any adjustments to the titles agreed job descriptions, qualification, and estimated periods of engagement in the carrying out of the Services of each of the Consulting Agency's Key Personnel shall only be made with the SIDBI approval.
- b. If additional work is required beyond the scope of the Services specified or change in the Scope of Service, the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the SIDBI and the Consulting Agency, provided that any payment for such increase or a change in scope of service shall be mutually agreed between the Parties based on the pricing agreed for the scope of Services under this Contract.
- c. Subject experts and Project Leader should be available for interaction with the SIDBI, as and when required by the SIDBI. SIDBI will give adequate notice requesting for such an interaction. Consulting Agency will not field any substitute at the aforesaid interaction meetings unless prior approval has been accorded by the SIDBI. Other experts indicated are in addition and not in lieu of the key experts.

8.4.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name shall be approved by SIDBI. In respect of other Key Personnel which the Consulting Agency proposes to use in the carrying out of

the Services, the Consulting Agency shall submit to the SIDBI for review and approval a copy of their Curriculum Vitae data.

8.4.4 Removal and / or Replacement of Personnel

- a. Except as the SIDBI may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consulting Agency, it becomes necessary to replace any of the Personnel, the Consulting Agency shall forthwith provide as a replacement a person of equivalent or better qualifications with the prior approval of SIDBI.
- b. If the SIDBI (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consulting Agency shall, at the SIDBI's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the SIDBI.
- c. The Consulting Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

8.4.5 Project Manager

The Consulting Agency shall ensure that at all times during the Consulting Agency's performance of the Services, a project manager, acceptable to the SIDBI is taking charge of the performance of such Services and also interface with the SIDBI on a day-to-day basis.

8.4.6 Right and remedies of SIDBI

- a. Nothing in or relating to this contract shall be deemed to prejudice or constitute a waiver of any rights or remedies of the SIDBI.
- b. The SIDBI shall not be liable for any consequences of, or claims based upon any act of omission on the part of the Government.
- c. All deliverables submitted by the Consulting Agency shall be considered to have been completed when such deliverables are approved by SIDBI. SIDBI can make recommendations for

amendments, clarifications and modifications to any deliverable provided by the Consulting Agency.

8.5 Payment to the Consulting Agency

8.5.1 Lumpsum remuneration

The consulting agency's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, sub consultants' costs, printing, communications, travel, accommodation and the like, and all other costs incurred by the Consulting Agency in carrying out the Services described in **Clause No 6**.

8.5.2 Contract Price

The price payable in Indian Currency is set forth in **Annexure XII**.

8.5.3 Terms and Conditions for payment

SIDBI will release the payment of the agreed Professional / Service Fees to the selected Service provider after deduction of applicable taxes at source.

If any of the items/ activities corresponding to which certain price as mentioned in the price Bid is quoted, is not taken up by SIDBI during the course of this assignment, SIDBI will not pay the professional fees quoted by the selected Service provider in the Price Bid against such activity/ item.

Milestone	Payment %
GO LIVE	100% of implementation cost
Opex per transaction cost	Monthly
On-site Support	Monthly

- Opex per transaction cost will be paid on the basis of **actual number of transactions** during the period.

Payment Terms:

- a. Payment will be made **monthly** on submission of invoices. The service provider will submit invoices at the end of the month. The Bank will make the payment within 30 days subject to submission of invoices along with supporting documents / reports towards delivery of services. Applicable liquidity damages will be deducted to arrive at the payable for the month.
- b. Payment to the vendor will be payable after submission of Performance Bank Guarantee for an amount equivalent to 5% of the order value. The performance bank guarantee should be as per the format given in **Annexure - XIII**.

- c. All the payments will be made electronically through RTGS/ NEFT. Vendor to submit Bank Mandate Form (as per **Annexure -X**) along with cancelled cheque in original before raising first invoice.
 - d. The terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
 - e. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the 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 Vendor in respect of this contract.
 - f. All Payments will be made to the Bidder in Indian Rupee only.
 - g. 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 due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 2. Payments:** Invoices should be submitted in accordance with the specific instructions provided below:
- a. Subject to SIDBI being satisfied that the Service Provider (SP) are or have been carrying out their duties, obligations, and responsibilities under the assignment, sums duly approved shall be paid within 30 days of receipt of a valid invoice along with supporting documents, if any. TDS will be deducted as applicable.

- b. If for any reason SIDBI is dissatisfied with performance of the Contract, an appropriate sum may be withheld from any payment otherwise due. In such an event, SIDBI shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
 - c. SIDBI determine after paying for a particular service that the service has not been completed satisfactorily, SIDBI may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.
- 3. Payment in case of Termination of assignment** – In case the engagement is terminated payment will be made as follows :
- Payment towards services will be made on pro-rata basis, for the services, which have been completed & accepted by SIDBI, after deducting applicable TDS/other taxes.
 - SIDBI will continue to own the deliverable submitted by Service Provider and reserve the right to appoint any third-party.

At the end of the contract period or in the event of termination / cancellation of agreement, the vendor will transfer the knowledge and handover the deliverables, documentation, source code (where applicable) smoothly to the new vendor / SIDBI as defined in Transition.

8.5.4 Performance Bank Guarantee

- a. The Consulting Agency shall provide an unconditional and irrevocable Performance Bank Guarantee ("PBG") in the form and manner provided by the SIDBI equivalent to 5% of the Contract Price from a scheduled commercial bank having its office in Mumbai. The performance guarantee will be valid till Completion Date with claim period of at least **4 months**.
- b. The PBG is to be submitted within 15 days of the issue of the Offer Letter. On submission of PBG and accepted by the SIDBI, EMD would be released. If the PBG is not submitted within the

time stipulated by SIDBI, then SIDBI reserves the right to cancel the order and forfeit the EMD.

- c. In the event of non-performance of obligation or failure to meet terms of this Contract, SIDBI shall be entitled to invoke the PBG without notice or right of demur to Consulting Agency.
- d. 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 Consulting Agency fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- e. The time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances arise beyond the control of the Consulting Agency, which in the opinion of SIDBI should entitle the Consulting Agency 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 Consulting Agency would be required to extend the validity period of the performance bank guarantee accordingly.
- f. The Consulting Agency shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due or if required. In the event, the PBG is not extended prior to its expiry under the Contract, then SIDBI shall have the right to invoke the PBG.

8.5.5 Penalty for Default in Services

- a. If the selected bidder fails to complete the project within stipulated time, SIDBI will impose a penalty of 0.5% of the order value for each week's delay or part thereof attributable to the bidder, subject to maximum of 10% of the order value. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks.
- b. Penalty would not be applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it shall be

the responsibility of the selected bidder to prove that the delay is attributed to the Bank or Force Majeure.

- c. Bank reserves the right to adjust the penalty and Liquidity damages if any against any amount payable to the bidder or PBG.

8.6 Indemnification

- 8.6.1 The Consulting Agency shall indemnify, hold and save harmless and defend at its own expenses the SIDBI and its personnel from and against all suits, claims, demands and liability of any nature whatsoever, including without limitations, costs and expenses arising out of acts or omissions of the Consulting Agency, its employees and/or agents caused by or resulting from any operations(s) conducted by or on behalf of the Consulting Agency
- 8.6.2 The Consulting Agency shall always indemnify SIDBI against any damages, cost, expenses and/or claims occasioned by any infringement(s) of Copyrights or Intellectual property Rights '(IPRs) of any third party occasioned by the services acts or commissions or omission or on behalf of the consulting agency.
- 8.6.3 Any failure or delay on the part of any party to exercise right or power hereunder shall not operate as a waiver thereof.
- 8.6.4 Neither this Contract nor any rights under it may be assigned by either party without the express prior written consent of the other party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
- 8.6.5 The consulting agency shall always indemnify the SIDBI against any claims which may be made under the Workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen, staff and agent of the consulting agency or to the person whether in the employment of the consulting agency or not.

8.7 Fairness and Good Faith

8.7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.8 Operation of Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **Clause 8.9** hereof.

8.9 Settlement of Disputes

8.9.1 Amicable Settlement

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

8.9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in **Clause 8.9.3**.

8.9.3 Dispute Settlement Mechanism

The Dispute shall be attempted to be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has

been invoked or has failed to resolve it within the deadline mentioned therein:

- a) Adjudication
- b) Mediation
- c) Arbitration.

8.9.4 Jurisdiction

In case of any dispute, jurisdiction shall be a court in Mumbai, India only.

8.10 Representation and Warranties

8.10.1 Each Party hereby represents and warrants to the other Party as follows:

8.10.1.1 it is duly incorporated and is validly existing and in good standing under the laws of its country of incorporation;

8.10.1.2 it has the power and authority to enter into and perform its obligations under this Contract;

8.10.2 this Contract has been duly authorised, executed and delivered by it and constitutes the legal, valid and binding obligation of it;

8.10.3 there is no pending or threatened litigation or claim which would materially impair its ability to perform its obligations under this Contract; and

8.10.4 the performance of its obligations under this Contract will not result in the breach of any term or provision of, or constitute a default under, any judgment, decree, indenture, mortgage or other agreement or instrument to which it is a party or by which it is bound, nor will such performance conflict with any charter, by-law or similar provision applicable to it. There are no conflicts or violations of Applicable Law which would materially affect its right or ability to comply with the terms of this Contract.

8.11 Breaches of Intellectual Property Rights

8.11.1.1 The Consulting Agency shall not use:

- a. any intellectual property of the SIDBI except to the extent expressly permitted by this Contract; or
- b. in the performance of this Contract, any other material subject to any third-party intellectual property rights to which they have not been granted an appropriate license.

8.11.1.2 The Consulting Agency shall defend, indemnify and hold the SIDBI harmless against all claims, costs, charges and expenses arising from, or incurred by reason of, any actual infringement or alleged infringement of any rights in the any intellectual property of the SIDBI or intellectual property rights in the Services granted to SIDBI.

8.11.1.3 The Consulting Agency shall indemnify and hold the SIDBI harmless against and from any claim which arises out of or in relation to the Consulting Agency's performance of the Services. If, pursuant to any

claim to which the indemnity in this **Clause 8.11** applies, the Services or any part thereof are held to constitute an infringement of the third party's intellectual property rights and/or use of the Services or any part thereof, the Consulting Agency shall, at its own cost, either procure for the SIDBI a non-terminable, non-exclusive, royalty-free transferable license from such third party to enable the SIDBI and its successors in title to the Services or, with the SIDBI prior written consent, reperform the Services enjoined with non-infringing Services of an equal or higher quality or modify the Services enjoined so that Services become non-infringing, provided, however, that no such replacement or modification shall in any way relieve the Consulting Agency of liability for any of its obligations under this Contract.

Consulting Agency's indemnity obligations shall be contingent upon Consulting Agency's sole right to defend such claims, Consulting Agency shall have no liability or obligation to indemnify SIDBI for any claim of infringement based upon use of superseded or altered version of the Deliverables by SIDBI, if the SIDBI uses the Deliverables for a purpose other than that contemplated by the engagement, if such infringement would have been avoided by the use of the Deliverable in a version that Consulting Agency has provided to client or use of the Deliverables in a manner that violates the terms of this contract.

- 8.11.2 If a Party is entitled to be indemnified under this **Clause 8.11**, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
- 8.11.3 Without in any way limiting the foregoing provisions of this **Clause 8.11**, in the event of any such claim:
- a. the Consulting Agency shall at the SIDBI's request but at the Consulting Agency's own expense, complete one or more of the following without delay:
 - b. procure for the SIDBI the right to continue to use the intellectual property rights in question; or
 - c. modify or replace the subject-matter of the activities permitted by this Contract (at no cost to the SIDBI) so that it becomes non-infringing without loss of functionality or compatibility or

affecting its use

8.12 Warranty

- 8.12.1 The Consulting Agency represents and warrants that:
- a. the intellectual property rights licensed by the Consulting Agency to the SIDBI, or any part of them;
 - b. is accurate or valid;
 - c. is suitable for the Contractor's purpose;
 - d. is capable of being patented;
 - e. shall not cause any loss, damage or injury; or
 - f. the use of such intellectual property rights licensed by the Consulting Agency to the SIDBI does or shall not infringe the rights of any third party.
- 8.12.2 The Consulting Agency warrants and represents that:
- a. it has all rights and licenses necessary to grant the SIDBI the licenses of intellectual property granted in this Clause 8.12; and
 - b. the use of intellectual property by (or on behalf of) SIDBI, will not infringe the intellectual property rights of any third party.

*** **

1. Annexures and Appendix

1.1. Annexure –I: Bid Covering Letter

(To be submitted on Bidder's letter head)

Date:

The Chief General Manager
Strategy and Innovation Vertical
Small Industries Development Bank of India,
Swavalamban Bhavan,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Tender No: ___/2026/___/___/___ dated April 28, 2026

1. We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above-mentioned Tender document.
2. 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.
3. We hereby agree to comply with all the terms and conditions / situations as contained in the RfP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. 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 Banks decision not to accept any such extraneous conditions and deviations will be final and binding on us. We understand that any deviation may result in disqualification of our bid.
4. We agree to abide by this offer till 120 days from the date of last day for submission of offer (bid)

Thanking you,

Yours sincerely,

Date:

Place:

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal ...

1.2. Annexure –II: Minimum Eligibility Bid

A. Bidder Profile

Sr No	Particulars	Bidder Response
1.	Name of the bidder	
2.	Date of Incorporation	
3.	Date of Commencement of Business	
4.	Constitution of bidder	
5.	Address of Registered office	

B. Details of Authorised Signatory / Representative of Bidder (on whose favour PoA is submitted)

Sr No	Particulars	Bidder Response
1.	Name	
2.	Designation	
3.	Land Line No	
4.	Mobile No	
5.	Email Id	
6.	Power of Attorney in favour of authorised representative submitted	(Yes / No) <i>Please submit the copy of the PoA</i>

C. Eligibility Criteria

S.N	Eligibility Criteria	Supporting Documents Required to be Submitted	Bidders response (pl also indicate Reference Page No. of relevant document in RfP response)
A	GENERAL		
1.	The Bidder should be a partnership firm in India under Partnership Act, 1932 or an LLP registered in India under Limited Liability Partnership (LLP) Act, 2008 / OR Company in India as per Companies Act, 1956/ 2013 and must have in existence for 5 years as on bid issue date.	- Partnership firm: Certified copy of Partnership Deed. - Copy of LLP Agreement / certificate of LLP registration. - Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business.	

		Reference Act/Notification of	
2.	The bidder must have a currently valid GST registration certificate and PAN number.	Copies of the following to be submitted: (i) GST Number and (ii) PAN	
3.	The bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. OR The bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure-I to the said Office Memorandum / Order and we submit proof of registration herewith.	Undertaking as per Annexure -XV and copy of certificate of valid registration with the Competent Authority (If applicable)	
4.	The bidder should not have been blacklisted by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government/ Semi Government / PSU organizations in India as on bid issue date, including extension, if any.	Self-declaration to be submitted.	
5.	The bidder should submit pre-contract integrity pact.	Pre-contract integrity pact, executed on non-judicial stamp paper, as per the format given in Annexure -XIV of the bid document to be submitted.	

6.	The bidder should be prime bidder. No Consortium and / or subcontracting are allowed for the solution/ services to be offered.	Letter of confirmation to be submitted. (self-certified letter signed by authorized signatory of the bidder)	
B	FINANCIAL		
	The bidder should have minimum average annual turnover of ₹20 crore during last three financial years i.e. FY2022-23, 2023-24 and 2024-25.	The bidder should submit the following: (iii) Audited balance sheet for last three years i.e. FY2022-23, 2023-24 and 2024-25 AND (iv) CA Certificate indicating turnover, EBITDA and net worth for three years i.e. FY2022-23, 2023-24 and 2024-25.	
	The Bidders should also have positive net worth in immediately preceding two (2) out of three (3) financial years i.e., FY2022-23, 2023-24 and 2024-25.		
	The bidder should have positive Earnings Before Interest, Taxes, Depreciation, and Amortization (EBITDA) in immediately preceding two (2) out of three (3) financial years i.e., i.e. FY2022-23, 2023-24 and 2024-25.		
C	EXPERIENCE		
1.	The Bidder must have completed minimum two projects in score generation through GST Fetch and Analysis for entities in BFSI** sector in India during last 3 financial years.	Copy of work order along with completion certificate or implementation signoff from the customer.	
Notes: - The financials must be of the individual company's and not consolidated or of any group of companies / subsidiaries. - MSEs – having valid Udyog Aadhar Registration certificate, as on bid submission date, are eligible			

for relaxation from turnover criteria, subject to meeting quality & technical specifications. c. Startups – having valid Certificate of Recognition’ issued by the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India, as on bid submission date, are also eligible for relaxation from turnover criteria, subject to meeting quality and technical specifications. d. Reference of all experiences as above, where the implementation activity is complete as on the last date of submission of bids, will only be considered. **“BFSI” implies Scheduled Commercial Banks, All India Financial Institutions, NBFC, Public Sector Insurance Companies and RBI, in the current RfP.	
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Format for Details of Projects (refer EXPERIENCE S.No.C1 above):

Sr. No.	Client Name and Location	Project Name	Project Start Date	Project End Date	Scope / Description of the Project	Contact details (Person name, designation, phone, mobile, email)

D. EMD

Sr No	Particulars	Bidders Response
1	EMD Details	
a	Mode of payment – DD / Pay order / Bank Guarantee / RTGS/NEFT	
b	Number of DD/Pay Order / BG / UTR	
c	Date of Issue of DD / Pay Order / BG or NEFT / RTGS Transfer	
d	Issuing Bank of DD / Pay Order / BG / NEFT / RTGS	
e	Amount (Rs)	
f	Proof of direct deposit	

We do hereby confirm that the information provided by us is correct to the best of my/our knowledge.

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organisation:

Seal ...

1.3. Annexure –III: Technical Bid

A. Evaluation of Features and Functionality- Portal [25 Marks]

Desired portal features and functionality are specified as given below:

S.No	Evaluation Parameters	Scope	Marks
1	Invoice-Level Modelling	Use invoice-level GST data for features and scoring; explanations for entity level / parameter wise scores, etc.	10
2	Circular/Intra-Company dealings / other red flags	Detect red flags, viz. circular / intra company dealings, frequent nil filings, suspended GSTINs, mismatches in ITC (Input Tax Credit), etc.	5
3	MIS alerts & dashboards	Policy MIS with drill-down options, dashboards and periodic alerts (daily / weekly / monthly, etc.)	5
4	Portfolio analytics / review	Quarterly portfolio reviews and risk transition tracking, etc.	5
TOTAL			25

B. Evaluation of Features and Functionality – Service [15 Marks]

Evaluation shall be carried out based on the response submitted by the bidder as follows

S. No.	EVALUATION PARAMETERS	Marks	Comments/ Remarks	Bidder's response (pl also indicate Reference Page No. of relevant document in RfP response)
1.	GST-based business behaviour scoring	5	Wherever service is provided directly by the bidder, full marks would be provided. Otherwise, no marks (0) would be provided.	
2.	Usage of Artificial Intelligence (AI) in GST based business behaviour scoring	5	Wherever AI usage is established, full marks would be provided. Otherwise, no marks (0) would be provided against this parameter.	
3	Back testability of the GST-based business behaviour scoring	5	Wherever back testability of the scores is demonstrated & established, full marks would be provided. Otherwise, no marks (0) would be provided against this parameter.	
TOTAL		15		

C. Relevance of Credentials [30 Marks]

S.No	Number of Relevant credentials	Marks	Comments / Remarks	Bidder's response (pl also indicate Reference Page
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				No. of relevant document in RfP response)
1	Number of similar projects (GST fetch and detailed Analysis; with Score Generation) undertaken for BFSI sector clients by the Bidder or partner for the respective service (Only implemented projects shall be considered eligible for evaluation).	10	More than 4 projects – 10 Marks 2-4 projects – 5 Marks Less than 2 projects- 0 marks	
2	Operational Scale in GST Score Generation for BFSI sector clients	10	≥ 50,000 scores generated in the trailing 12 months- 10 Marks ≥25,000 and <50,000 scores generated in the trailing 12 months- 6 Marks ≥ 10,000 and <25,000 scores generated in the trailing 12 months - 2 Marks <10,000 scores generated in the trailing 12 months - 0 Mark	
3	Proven Production Model in GST Fetch and Analysis with BFSI sector clients	10	≥ 3 years in production– 10 Marks ≥ 1 year and <3 years in production– 6 Marks < 1 year in production– 2 Marks	
	Total	30		

D. Technical presentation [20 Marks]

The Bank would request the Service providers to present and explain the solution proposed. Evaluation shall be on the following parameters basis presentation and interaction during the presentation:

SL.No	Technical presentation	Marks	Bidders response (pl also indicate Reference Page No. of relevant document in RfP response)
A	Identifying key deliverables, outlining Plan of action & solution overview, with mapping to vision and providing details of software components to be used	3	

B	Details of resources, prior experience, confidence of execution, Implementation plan, milestones, post implementation support models, etc.	2	
C	Product support, Training, handling scale, growth metrics, performance and additional capabilities discussed ($\geq 99.5\%$ uptime; RPO/RTO targets; DR drills; backups, low-latency APIs, batch SLA windows, etc.)	2	
D	Demonstration of the proposed solution: The Bank may, as part of the evaluation process, require the bidders to present and demonstrate the proposed solution (prototypes / use cases, etc.) in a manner determined by the Bank. The demonstration shall be used to broadly assess the proposed solution and the bidder's capability to meet the functional, technical and implementation requirements outlined in the RfP.	10	
E	DPDP Compliance: Compliance with the DPDP Act and guidelines / directions issued thereunder, as updated from time to time, including consent capture (purpose, duration and lawful basis), maintenance of consent logs, consent withdrawal mechanisms, personal data lifecycle management, data minimization, anonymization/pseudonymization of personal data, and audit-ready consent and data processing trails. Security, explainability & audit: Encryption in transit/at rest; key management; segregation; RBAC; VAPT/pen-tests, model documentation; reproducibility; immutable logs; reason codes.	3	
	Total	20	

E. Feedback from Customers [10 Marks]

1. Bank's officials may obtain feedback by written communication (letters, emails) / telephonic conversation, physical visits / any other mode as it deems fit, from the customers, where the platform is implemented as per details provided by the bidder in "Relevance of Credentials" at Section C above. The purpose of the feedback will be to understand and validate the functional, technical, project implementation and management, service delivery capabilities of the service providers.
2. 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.

Notes:

- (i) The technical bid will be analysed and evaluated, based on which Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
- (ii) The technical evaluation shall duly consider the suitability of the proposed solution and the attendant implications on project timelines and implementation.
- (iii) Technical Bids receiving a score greater than or equal to **70 (cut-off marks)** will be eligible for consideration in the subsequent round of commercial evaluation.
- (iv) Documentary evidence must be submitted for each criterion and undertaking, or declaration made by the service provider must be on the company letter head and is to be signed by an authorized signatory.
- (v) Completion Letter / Reference Letter from relevant Senior Executive of the Service Provider to be attached for each engagement reference mentioned.

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organisation:

Seal ...

1.4. Annexure –IV: Self Declaration for non blacklisting

(To be submitted on Bidder's letter head)

Date:

The Chief General Manager
Strategy and Innovation Vertical
Small Industries Development Bank of India,
Swavalamban Bhavan, Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Declaration Regarding Clean Track Record

Tender No: /2026/ / / dated April 28, 2026

I have carefully gone through the Terms & Conditions contained in the **RFP Tender No: /2026/ / / dated April 28, 2026** for selection of service Provider for external data analysis and intelligence on SaaS Model.

We hereby declare that our company / Firm / LLP has not been censured / black listed / banned / barred / disqualified / prohibited by Government of India or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi judicial authority or any other statutory authority, as on date of submission of the bid.

I further certify that I am competent / authorised 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.

Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

1.5. Annexure –V: Letter of Competence

(To be submitted on Bidder's letter head)

(Tender No: __/2026/__/__/____ dated April 28, 2026)

This is to certify that we *[Insert name of Bidder]*, address are fully competent to undertake and successfully deliver the consultancy 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 Consultancy will be adequate to deliver the services professionally and competently within the prescribed time frame.

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

Thanking you,

Yours sincerely,

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

1.6. Annexure –VI: Power of Attorney

(To be executed on a non-judicial stamp paper of Rs.100/-)

BY THIS POWER OF ATTORNEY executed at _____ on _____, 2026, We, _____, a Company incorporated under the Companies Act, 1956, 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 Request for proposal Tender No: __/2026/__/__/____ dated April 28, 2026 for ‘**Selection of Service Provider for external data analysis and intelligence on SaaS Model**’ 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

1.7. Annexure –VII: Letter of Conformity

(To be submitted on Bidder's letter head)

Date:

To,
The Chief General Manager
Strategy and Innovation Vertical
Small Industries Development Bank of India,
Swavalamban Bhavan,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

(Tender No: __/2026/__/__/__ dated April 28, 2026)

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-XI** of the main RfP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

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

Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

1.8. Annexure –VIII: EMD / Bid Security Form

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

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal Tender No: __/2026/__/__/____ dated April 28, 2026 for '**Selection of Service Provider for external data analysis and intelligence on SaaS Model**' (Herein after called the 'the RFP') to you.

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

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

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

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

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

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

release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

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

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

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

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

.....

1.9. Annexure –IX: Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute " _____ " as per scope defined in the Request for Proposal (RfP) Tender No: __/2026/__/__/____ dated April 28, 2026 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

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

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

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

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written authorisation to do so. Provided that, the Company may publish or disclose confidentiality or proprietary information in case required to do so under Applicable Law or requested by a governmental authority, authorised to seek such information;

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

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/

engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

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

1.10. Annexure – X: Bank Mandate Form

(To be submitted in Duplicate and to be print to be taken back to back)

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

1. Name of Vendor/Bidder: _____

Vendor Code (if applicable) _____

2. Address of the Vendor/bidder : _____

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name																			
Bank Name							Branch Name												
Branch Place							Branch City												
PIN Code							Branch Code												
MICR No.																			
Account type	Saving						Current		Cash Credit										
Account No.	(as appearing in the Cheque book)																		
(Code number appearing on the MICR ¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)																			
IFSC CODE ²	For RTGS transfer						For NEFT transfer												

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the

particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____
Date : _____

Signature of the party / Authorized Signatory

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

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

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

1.11. Annexure – XI: Statement of Deviations

(To be submitted on Bidder's letter head)

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

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

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

List of Deviations				
S. N.	Clarification point as stated in the tender document	Page No. In RfP	Section No. in RfP	Comment/ Suggestion/ Deviation
1.				
2.				
3				

<additional rows may be added, if required>

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

1.12.

Annexure – XII: Commercial Bid

(To be submitted on Bidder's letter head)

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

A. Table-1: Implementation Cost [Inclusive of any customisation and 3 Year warranty of software (including interfaces, etc.) developed for SIDBI implementation]:

S.No	Base Cost	Taxes on Base Cost	Total Cost	Rupees in Words
	(a)	(b)	c=(a+b)	
			(A)	

B. Table-2: OPEX Service Components:

S.No.	Description of the Module / Services	Estimated Transactions per year (a)			Price per Transaction, including taxes (in ₹) (b)			Total Cost, including taxes (in ₹) (c=aXb)			Total Cost for 3 years, including taxes (in ₹) (Yr 1+ Yr 2+ Yr 3)	Amount (Rupees in Words)
		Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3		
1	GST analysis and scoring (For 1 st time data pull in respect of a GSTIN)	36,000	46,500	58,000	xxx	xxx	xxx	xxxxx	xxxxx	xxxxx	xxxxx	
2	GST analysis and scoring (For subsequent data pulls in respect of a GSTIN)	15,000	19,500	24,000	xx	xx	xx	xxxxx	xxxxx	xxxxx	xxxxx	
		Total Cost (including taxes)			(B)			xxxxx	xxxxx	xxxxx	xxxxx	

C. Table-3: On-site Support:

S.No	Service	Person- month cost for 1 resource	Taxes	Total person-month Cost	No. of months	Total Cost (₹)	Rupees in Words
		(a)	(b)	(c=a+b)	(d)	(e=d*c)	

1	On-site support				36		
						(C)	

D. Table-4: Change Management:

S. No	Person month Cost of resource	Taxes	Total person-month Cost	No. of months	Total Cost	Rupees in Words
	(a)	(b)	(c=a+b)	(d)	(e=d*c)	
1				6		
					(D)	

E. Total Cost of Ownership (TCO):

S.No	Table	Total Cost (₹)	Rupees in Words
1	Table-1: Implementation Cost [Inclusive of any customisation and 3 Year warranty of software (including interfaces, etc.) developed for SIDBI implementation]	A	
2	Table-2: OPEX Service Components	B	
3	Table-3: On-site Support	C	
4	Table-4: Change Management	D	
	TCO	A+B+C+D	

Terms and Conditions:

- Bidder must ensure that prices reflected in the TCO table above exactly match with sub- head wise details of prices given in earlier tables in this Annexure.

2. In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
3. No. of Transactions mentioned is indicative only.
4. Price per transaction to be quoted up to Three (3) decimals.
5. The "per transaction rate" quoted should be inclusive of taxes.
6. For each of the above items provided the bidder is required to provide the cost for every line item where the bidder has considered the cost.
7. Bidder will be paid per transaction basis.
8. Bank reserves the right to implement or drop any of the above listed items without assigning any reason.
9. If the cost for any line item is indicated as zero, then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
10. Bank will deduct applicable TDS, if any, as per the law of the land.
11. The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s). All prices to be valid for a period of 3 years from the date of contract execution / signing.
12. Bidder should factor all expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.
13. The cost quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
14. The cost quoted also includes the cost of deliverables for all the phases of the Project.
15. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
16. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions or which contain any deviation in terms & conditions or any specification.
17. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
18. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.
19. We confirm that Commercial Bid shall not be submitted along with Technical Bid and being uploaded only at 'Price Breakup Section' in GeM portal.

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

1.13. Annexure – XIII: Performance Bank Guarantee

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

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the SIDBI) having agreed to award a contract to M/s. ' _____ having its office at ' _____, (hereinafter called "the Consulting Agency") for " _____ " on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Consulting Agency and SIDBI (hereinafter called "the said Order") which terms, interalia, stipulates for submission of Bank guarantee for 5% of the contract value i.e. ₹. _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Consulting Agency, (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 Consulting Agency of the terms and conditions contained in the said Order, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ₹. _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for " _____ " 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 Consulting Agency 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 Consulting Agency 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 Consulting Agency and to forbear or enforce any of the terms and conditions relating to the said Order 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 Order or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____
6. The liability under this guarantee is restricted to ₹. _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Consulting Agency or any change in the constitution of the Consulting Agency or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ₹ _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address)

_____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.

14. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to ₹ _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)”
15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Mumbai
- In witness where of we have set and subscribed our hand and seal this day of2026.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1) Name.....
Signature.....
Designation.....

2) Name.....
Signature.....
Designation.....

1.14. Annexure-XIV: Pre-Contract Integrity Pact
(To be executed on a non-judicial stamped paper of Rs.100/-)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2026,

Between

Small industries Development Bank of India (SIDBI) (hereinafter referred to as “The Principal”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part

And

..... (hereinafter referred to as “The Bidder/ Contractor”, which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part;

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyaya Sanhita, 2023 (BNS)/ Prevention of Corruption Act, 1988 (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit

themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant BNS/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairperson of Principal.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairperson of the Principal and recuse himself/ herself from that case.
- (5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The monitor will submit a written report to the Chairperson of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Principal, a substantiated suspicion of an offence under the BNS / PC Act, and the Chairperson of the Principal has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Corporate Office of the principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & on behalf of the Bidder /
Contractor)

(Office Seal)

Place:

Date:

Witness 1: (Name & Address)

Witness 2: (Name & Address)

1.15. Annexure XV: Land Border Sharing Declaration

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To,
The Chief General Manager
Strategy and Innovation Vertical
Small Industries Development Bank of India,
Swavalamban Bhavan,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Tender No: ____/2026/____/____/____ dated ____ April 28, 2026

We have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India.

We certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority.

We certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Date

Place

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

1.16. Annexure XVI: Approach and methodology

Proposed approach and methodology for the scope of work shall include the following:

- Breakup of implementation plan with measurable outcomes and milestones.
- Details of the person (generic profile, functional expertise, etc.) proposed to be deployed on site on this assignment on a regular basis.

1.17. Annexure XVII: Service Levels Agreement (SLA) and Liquidated Damages (LD)

The Bidder understands the criticality of this Project and that it would form the basis of the core credit decisions of the Bank, for the tenure of Contract under this RFP. The Bidder therefore agrees and undertakes that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of 06 months, after the completion of the notice period, and only after completion of the Bidders obligations under a reverse transition mechanism. During this period of Reverse Transition, the Bidder shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per the terms.

The Bank expects the successful Bidder to adhere to the following minimum Service Levels as below as follows (related to the vendors platform / vendor deployment, excluding the issue at the end of GSTN Network):

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/ Email etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Bidder.
- The Bidder should have 24X7X365 monitoring, escalation, and resolution infrastructure.
- Onsite support engineer for smooth rollout, issue redressal, handholding, training, etc. based on rate contract.
- Time bound problem addressing team (onsite/ offsite) for the complete contract period.
- Bidder to arrange for updating required in the system to meet the changes suggested by RBI/ Govt. of India/ CBDT / GST / Banks (whose statements are covered) towards compliance as part of ATS at no extra cost to Bank for the entire contract period. Any delay in meeting the timelines would result in a penalty.

Bidder will have to guarantee a minimum uptime of 99.5% for each service viz, GST analysis and scoring, calculated on monthly basis. Application availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage,
Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.
Total Available Time – 24 hrs. per day for seven days a week.
Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically or not in adherence to response time.

Table1

Uptime Percentage	Penalty Details
-------------------	-----------------

$A \geq 99.5\%$	No Penalty
$99.0\% \leq A < 99.5\%$	5% of the monthly OPEX billed amount for the Month
$98.5\% \leq A < 99\%$	7.5% of the monthly OPEX billed amount for the Month
$A < 98.5\%$	10% of the monthly OPEX billed amount for the Month

The uptime percentage would be calculated on a monthly basis and the calculated amount would be adjusted from respective or subsequent monthly payments. If Bidder materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case, there are no pending invoices to be paid by the Bank to the Bidder, the Bidder has to submit a pay order/ cheque payable at Mumbai in favor of SIDBI for the same within 15 days from the notice period from the Bank.

- Response time against any request to the API for data fetch should be less than 3 minutes.

Table2:

Total percentage of monthly opex transactions where Response time < 3 minutes (A)	Penalty Details
$A \geq 99.5\%$	No Penalty
$99.0\% \leq A < 99.5\%$	5% of the monthly OPEX billed amount for the Month
$98.5\% \leq A < 99\%$	7.5% of the monthly OPEX billed amount for the Month
$A < 98.5\%$	10% of the monthly OPEX billed amount for the Month

- Solution provided should have the capability of serving 500 API concurrent requests at any point of time (If required, vendor is required to submit load testing report in this regard).
- Resolution of issues should be as follows:
 - o Major issues causing disruption of service like unavailability of API service, platform – 2 hours (LD is calculated as per Table 1 above)
 - o Operational / Technical issues affecting multiple users – 4 hours.
 - o Operational / Technical issues affecting any specific case – 8 hours.
- The maximum LD put together for SLA breach in Table -1 and Table-2 as above shall be 10% of the monthly opex bill / invoice raised by the Vendor to the Bank.

Liquidated damages for absence of Onsite resource(s):

Service provider shall ensure the availability of resources as per defined Service Window for each resource category. Any absence beyond the prescribed leave of absence (refer to section 6.9) shall attract liquidated damages as under in case stand-by resource with similar profile is arranged by the Service Provider as per defined requirement:

Allowed leave of absence per month	Liquidated damages beyond leave of absence	
	where continuous leave of absence <= 10 working days	where continuous leave of absence > 10 working days
01 day	• 110 % of the Man Day cost	• 120% of the Man Days cost

E.g.: If Resource is absent for 13 days (over and above allowed one day leave) in a month, for all 13 days, liquidated damages would be calculated as 120% of Man Day Cost*13.

Note: Unavailed leave (if any) will be carried forwarded to next month. In case of change of resource (refer to section 6.9), unavailed leave by earlier resource will lapse and not be carried / clubbed with new resource.

Liquidated damages for implementation of Project:

1. If the vendor fails to complete the project within stipulated time as defined in section 6.10 Project Timelines, SIDBI will impose LD of 1% of the onetime implementation cost for each week's delay or part thereof, attributable to the bidder, subject to maximum of 10% of value of onetime implementation cost. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks.
2. In case the delay exceeds five weeks from agreed project plan, SIDBI reserves the right to cancel the order and in such a case the performance bank guarantee received from the vendor shall be forfeited.

END OF RFP