



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

व्यवसाय रणनीति तैयार करने के लिए प्रबंधन सलाहकार की नियुक्ति के प्रस्ताव के लिए अनुरोध।
Request for Proposal for Appointment of Management Consultant for formulation of Business Strategy.

टेंडर सं. / Tender No.	400/2022/1666/BYO/Corporate Strategy
टेंडर जारी करने की तिथि / Tender Issue Date	23 अक्टूबर 2021 / 23 October 2021
Pre-Bid meeting / पूर्व-बोली बैठक	01 नवंबर 2021 / 01 November 2021
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	24 नवंबर 2021 / 24 November 2021

जारीकर्ता

Issued by:

भारतीय लघु उद्योग विकास बैंक
स्वावलंबन भवन, सी-11, जी ब्लॉक,
बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (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 संख्या एवं जारी तिथि Tender No & issue date	400/2022/1666/BYO/Corporate Strategy October 23, 2021	
2	निविदा का संक्षिप्त विवरण / Brief description of tender	व्यवसाय रणनीति तैयार करने के लिए प्रबंधन सलाहकार की नियुक्ति हेतु प्रस्ताव का अनुरोध (आरएफपी) RfP for Appointment of Management Consultant for formulation of Business Strategy	
3	बोली-पूर्व बैठक में स्पष्टीकरण जानने की अंतिम तिथि / Last date for seeking clarifications for pre- bid meeting	29 अक्टूबर 2021 / 29 October 2021	1700 hrs
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>)	01 नवंबर 2021 01 November 2021	1100 hrs
5	बोली जमा करने की अंतिम तिथि Last date for submission of bids/	24 नवंबर 2021 24 November 2021	1700 hrs
6	बोली / पूर्व बोली जमा करने का पता Address for Bid Submission of pre-bid	<p>मुख्य महाप्रबंधक कॉर्पोरेट रणनीति और संचार भारतीय लघु उद्योग विकास बैंक स्वावलंबन भवन, प्लॉट नंबर सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स बांद्रा (पूर्व), मुंबई - 400 051 फोन: 022-67531100</p> <p>Chief General Manager Corporate Strategy & Communication Small Industries Development Bank of India Swavalamban Bhavan, Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), Mumbai - 400 051 Phone: 022-67531100 BSRFP@sidbi.in</p>	
7	न्यूनतम पात्रता बोली व तकनीकी बोली खोलने की तिथि व समय Date & Time of Opening of Minimum Eligibility bid & Technical bid	25 नवंबर 2021 25 November 2021	1500 hrs
6	निविदा शुल्क (गैर-वापसी योग्य और जीएसटी सहित)	Rs 5900/- (Rupees Five thousand nine hundred only)	

	Tender Fee (Non-refundable and inclusive of GST)	
7	बयाना राशि Earnest Money Deposit	5,10,000/- रुपये (पांच लाख दस हजार रुपये मात्र) Rs 5,10,000/- (Rupees five lakh ten thousand only)
8	वाणिज्यिक बोली खोलने की तिथि व समय Date and time of opening of commercial bids	बाद में सूचित किया जायेगा To be intimated at a later date
9	बोली की वैधता Bid Validity	बोली जमा करने की अंतिम तिथि से 180 दिन तक 180 days from the last date of bid submission.
10	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.
11	सिडबी अधिकारियों के संपर्क विवरण Contact details of SIDBI officials	
12	<p>श्री रवि त्यागी मुख्य महाप्रबंधक कॉर्पोरेट रणनीति और संचार भारतीय लघु उद्योग विकास बैंक स्वावलंबन भवन, प्लॉट नंबर सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स बांद्रा (पूर्व), मुंबई - 400 051 फोन: 022-67531246</p> <p>Shri Ravi Tyagi Chief General Manager Corporate Strategy & Communication Small Industries Development Bank of India Swavalamban Bhavan, Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), Mumbai - 400 051 Phone: 022-67531246</p>	<p>श्री शशील कराडे सहायक महाप्रबंधक भारतीय लघु उद्योग विकास बैंक स्वावलंबन भवन, प्लॉट नंबर। सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स बांद्रा (पूर्व), मुंबई - 400 051 फोन: 022-67531377 सेल: 8983717731</p> <p>Shri Shasheel Karade Assistant General Manager Small Industries Development Bank of India Swavalamban Bhavan, Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), Mumbai - 400 051 Phone: 022-67531377 Cell: 8983717731</p>

2. Abbreviations

Acronym	Description
RFP	Request for Proposal
SIDBI	Small Industries Development Bank India
EMD	Earnest Money Deposit
DFI	Development Financial Institutions

3. Introduction and Disclaimers

3.1. Preface

- 3.1.1. This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling SIDBI to select Management Consultant for formulation of Business Strategy.
- 3.1.2. 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 Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

3.3. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part

of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

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 the bidder.

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 the Bank 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

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document.

3.10. Proposal Ownership

All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, 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 in writing or by email as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

4. Information to Bidders

4.1. Tender form cost

- 4.1.1. Non-refundable tender form cost of requisite value as specified in “Critical Information” section of RfP by way of Banker’s Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favoring ‘**Small Industries Development Bank of India**’, payable at Mumbai OR direct deposit to SIDBI account and submission of proof along with bid. Details of SIDBI Account are given in **Section 4.3**
- 4.1.2. The Bank may, at its discretion, reject any Bidder where the tender form cost has not been furnished with the RFP response.
- 4.1.3. MSEs registered with National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) are exempted from bid price.
- 4.1.4. In the event of tender getting cancelled, the tender form cost will not be refunded. In case the tender is cancelled and re-floated, the bidder who had submitted tender fee against earlier tender will be exempted from payment of bid price.

4.2. Earnest Money Deposit (EMD)

- 4.2.1. All the responses must be accompanied by a refundable interest free security deposit of requisite value as specified in “**Critical Information**” section of RFP.
- 4.2.2. 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 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 4.3**
- 4.2.3. 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.

- 4.2.4. 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) whichever is earlier.
- 4.2.5. Shortlisted Bidder will be refunded the EMD amount / BG (in lieu of EMD) only after submission of PBG-1.
- 4.2.6. 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 a 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 the Banks (SIDBI) tenders.

4.3. Details of SIDBI Account

- 4.3.1. The payment towards EMD and Tender fee / bid price (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)
Nam of the Bank	State Bank of India
Branch	Bandra Kurla Complex (04380)
Type of Account	Current
Account No	37823159064
IFSC	SBIN0004380

- 4.3.2. The bidder to submit proof of payment (Payment Receipt Generated and Ref No) along with the bid.
- 4.3.3. The Bank 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.

4.4. Public Procurement Policy for MSEs

- 4.4.1. 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.
- 4.4.2. Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 4.4.3. 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.
- 4.4.4. MSEs are exempted from paying tender form cost & EMD, subject to furnishing of valid registration certificate issued by relevant registration authority for claiming exemption.

4.5. 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.

4.6. Pre-Bid Meeting

- 4.6.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in **'Critical Information'** section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 4.6.2. Clarification sought by bidder should be as per format given in **Section 4.6.7**, 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. Bank has discretion

to consider any other queries raised by the bidder's representative during the pre-bid meeting.

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

4.6.4. The bidders can attend pre-bid meeting online through Microsoft Teams, due to current Covid-19 situation. In-order to schedule the meeting and forward invitation the bidders are required to communicate the following details addressed to Bank officials:

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

4.6.5. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and Central Public Procurement Portal (CPPP) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

4.6.6. 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.

4.6.7. The format for submission of pre-bid clarifications is as under:

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

4.7. Amendment to the bidding document

4.7.1. The Bank reserves the right of discretion to:

- a. Amend, rescind or reissue the RfP, at any time prior to the deadline for submission of bids
- b. Change, modify, add or alter any or all of the provisions of this RfP and / or the bidding process, without assigning any reasons whatsoever.

4.7.2. The Bank, 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.

- 4.7.3. All such Changes /Corrigendum's/ Addendums and clarification, if any, related to RfP will be posted/uploaded on the bank website (www.sidbi.in) and Central Public Procurement Portal (eprocure.gov.in) only and it will become part and parcel of RfP. No individual communications would be made in this respect.
- 4.7.4. Interested Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the '**Critical Information**' Section and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications/changes/addendums, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder.
- 4.7.5. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 4.7.6. 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 addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

4.8. Period of Validity of Bids

- 4.8.1. 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.
- 4.8.2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. Any extension of validity of Bids or price (if applicable) will not entitle the Bidder to revise / modify the Bid document.
- 4.8.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.9. Deadline for submission of Bids

- 4.9.1. The bids must be received by the Bank at the specified address not later than the date & time specified in "**Critical Information**".
- 4.9.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received upto the appointed time on the next working day.
- 4.9.3. The Bank may, at its discretion, extend the deadline for submission of bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.10. Late Bids

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

4.11. Language of Bid

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

4.12. Modification And/ Or Withdrawal of Bids

4.12.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.

4.12.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent to bsrfp@sidbi.in and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

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

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

4.13. Details of Bids to be submitted

4.13.1. The bid shall consist of Pre-qualification / minimum eligibility criteria, Technical Bid and Commercial Bid.

4.13.2. Bidders are required to submit their responses in non-window sealed envelopes and duly marked the **tender number and the content details**.

Envelop 1 - Minimum Eligibility Bid (four hard copies and one soft copy in pen drive)		
Sr	Cover Contents	
a.	Tender form cost	DD / proof of direct transfer through NEFT / RTGS
b.	Bid Forwarding letter	Annexure - I
c.	Pre-qualification / minimum eligibility criteria	Annexure - II
d.	Self-Declaration for non-backlisting	Annexure IV
e.	Letter of Competence	Annexure V

f.	Power of Attorney	Annexure VI
g.	Letter of Conformity	Annexure VII
h.	EMD / Bid Security Form	Annexure VIII or DD / Proof of direct transfer
i.	Non-Disclosure Agreement	Annexure IX
j.	Bank Mandate Form	Annexure X
k.	Pre-Contract Integrity Pact	Annexure XIV
l.	Land Boarder Sharing Declaration	Annexure XVI
Envelop 2 – Technical Bid (Four hard copies and one soft copy in pen drive)		
	Technical Bid with all relevant Annexures and proof	Annexure III
Envelop 3 – Commercial Bid (One hard copy)		
	Commercial Bid	Annexure XII

- 4.13.3. All the three individual sealed envelopes should be kept in one large envelop (outer cover) and super scribed **“RfP for Appointment of Management Consultant for formulation of Business Strategy Tender No.400/2022/1666/BYO/Corporate Strategy”**. The company and contact details of bidder to be written on the envelop. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- 4.13.4. 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.
- 4.13.5. Any deviations from the specifications should be clearly brought out in the bid.
- 4.13.6. 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.
- 4.13.7. The Bid shall be typed, all pages numbered and shall be signed by the Bidder authorized signatory and supported by rubber stamp impression. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 4.13.8. The Bid document shall be bound or filed.
- 4.13.9. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial

Bid in Minimum Eligibility / Technical Bid covers will make bid liable for rejection.

4.13.10. Each of the envelope(s) shall be addressed to the Bank at the address given below:

Chief General Manager
Corporate Strategy & Communication
Small Industries Development Bank of India
Swavalamban Bhavan,
Plot No. C-11, G Block, Bandra Kurla Complex
Bandra (E), **Mumbai - 400 051**
Phone: 022-67531100

4.14. Pre-Contract Integrity Pact (IP)

4.14.1. 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.

4.14.2. 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.

4.14.3. 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.

4.14.4. 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.

4.14.5. 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.

4.14.6. The Integrity pact shall be signed by the person who is authorised to sign the bid along with witness.

4.14.7. The details of IEM are:

Name	Shri Nageshwar Rao Koripalli, IRS (Retd.)
Email ID	knageshwarrao@gmail.com
Contact Number	97889 19555
Address	38, The Trails, Manikonda, R R District, Hyderabad 500089

4.15. 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. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable

4.16. 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.

4.17. Authorised Signatory

4.17.1. 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, 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 the Bank, raise invoice and accept payments and also to correspond.

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

4.17.3. The bid signed by authorized signatory would be binding on the bidder company.

4.18. Opening of Bids

4.18.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present in the meeting shall sign a document evidencing their attendance.

4.18.2. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.

4.18.3. The Bidder name and presence or absence of requisite EMD, tender form cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.

4.18.4. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

4.19. Sub-contracting

The Bank 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.

4.20. 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 XVI** 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 3 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 and OEM must submit an undertaking (format enclosed in the **Annexure - XVI** of RfP) along with the eligibility bid duly signed by authorized signatory.

4.21. No Commitment to Accept Any Offer / Bid

- 4.21.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 4.21.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 4.21.3. The bids received and accepted will be evaluated by the Bank as per the evaluation process mentioned in this document. However, the Bank 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.
- 4.21.4. The Bank reserves the right to re-tender or cancel the bidding process at any stage of the bidding process.

4.22. Contacting the Bank

- 4.22.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 4.22.2. Any effort by the Bidder to influence the bank in its decisions on Bid evaluation, bid comparison may result in the rejection of the Bidder's Bid.

4.23. Right to Reject Bids

- 4.23.1. The Bank 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 the Bank in the matter.
- 4.23.2. 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 received through Telex / telegram / fax / e-mail.
 - e. It is received after expiry of the due date and time.
 - f. It is incomplete including non-furnishing of the required documents.
 - g. It is evasive or contains incorrect information.
 - h. There is canvassing of any kind.
 - i. It is submitted anywhere else other than the place mentioned in the RFP.

5. Background

5.1. Introduction

5.1.1. Small Industries Development Bank of India (SIDBI) was established under an Act of Parliament in 1990. SIDBI is the Principal Financial Institution engaged in Promotion, Financing & Development of the Micro, Small and Medium Enterprises (MSME) sector and in coordinating the functions of various institutions engaged in similar activities. The bidders can visit www.sidbi.in for more information.

The statutory mandate of the Bank is broadly divided into two segments viz Financing Role and Promotional & Developmental Role

5.2. Financial Role

The statutory mandate of the Bank is fulfilled through following activities.

5.2.1. Indirect Finance

The Bank provides refinance support to create a multiplier effect or a deeper and wider reach in financing of the MSME sector, which is undertaken through Banks, SFBs, NBFCs, New age FinTech's and MFIs.

- **Refinance to Banks (including SFBs & SFCs):** The Bank, through its refinance operations, facilitated flow of funds to MSEs by suitably augmenting PLIs resources. The portfolio outstanding stood at Rs 1,31,664 crore as on March 31, 2021, a decline of 8.1% as compared to FY2020, on account of lower MSE credit offtake and the presence of surplus liquidity in the system. The Bank has 31 commercial banks and 10 SFBs as live customers as on FY2021.
- **Assistance to NBFCs:** Assistance to NBFCs increased by 8.8% to Rs 11292 crore as on March 2021 from Rs 10375 crore as on March 2020. During FY2021, the Bank onboarded 35 new NBFCs and the total number of live NBFCs as of March 2021 stood at 71. The Bank introduced pilot scheme for assistance to Fintech NBFCs, considering their potential reach to NBFCs. Under this scheme, the Bank onboarded 8 New age Fintech NBFCs, disbursing Rs 75 crore in FY2020. The scheme has graduated into a mainline scheme during the fag end of FY2021 to cover more Fintech NBFCs.
- **Assistance to MFIs:** Assistance to MFIs stood at Rs 1672 crore as on March 2021, a decline of 8.2%. The Bank has onboarded 18 new MFIs during FY2021 and total number of live MFIs as of March 2021 stood at 78.

5.2.2. Direct Finance

SIDBI provides direct credit to MSMEs mainly to fill credit gaps in the MSME sector through demonstrative and innovative lending products, which can be further scaled up by the Banking system. Direct Finance portfolio outstanding stood at Rs 11581 crore as of March 2021, as

compared to Rs 9867 crore as of March 2020. During FY2021, the Bank focused on ensuring uninterrupted flow of credit to MSMEs, especially to those engaged in fighting the pandemic and in implementation of relief measures announced by RBI.

Operational set up for direct finance operations is as given under:

Regional Offices	10
Branch Offices	74 including 8 branches of North East Region.
XBOs (Single Man Branches)	5
Express Loan Service Centres (Loan Processing Cell)	6
Stressed Asset Recovery Branches (SARB)	3

Further, the Bank has taken steps like widening reach, diversifying base, faster delivery and retention of good customers to increase the direct lending portfolio.

Business enablers under Direct Finance

- **Tie-ups with OEMs / Industry Associations:** The Bank has entered in Credit Delivery Arrangements (CDA) with 58 machinery suppliers and six industry Associations to accelerate Credit delivery to MSMEs.
- **Promoting Renewable energy usage:** to give impetus to adoption of cleaner energy among MSMEs, the Bank has entered into partnership with three OEMs in the solar power sector.
- **Launch of New & Quick Deliverable Products:** The Bank launched four new products, mainly focused on helping MSMEs fight the pandemic. These products catered mainly to small borrowers, with average TAT of five days.
- **Sustainable Development:** The Bank has been operating focused lending schemes for promoting investment in clean production and energy efficient technologies / production processes under bilateral line of credit from international agencies such as JICA, AFD and KfW.

5.2.3. Fund of Funds:

Under Fund of Funds operations, the Bank contributes to the corpus of SEBI-registered Venture Funds / Alternative Investment Funds. The VCFs / AIFs supported by the Bank are required to invest a specified amount of their corpus in MSMEs / Start-ups as per the mandate of the scheme. Fresh investments are being committed to AIFs out of three funds of funds being operated by the Bank as operating manger / fund manager on behalf of respective Ministry / State Government namely, Fund of Funds for Start-up (FFS) (a programme of DPIIT, Ministry of Commerce and Industry), ASPIRE Fund (Ministry of MSME) and UP Start-up Fund (on behalf of Government of Utter Pradesh)

The entire process from application submission by AIFs and drawdown requests to real time portfolio management of VCF has been digitised.

5.2.4. Micro Lending

The Bank has launched the PRAYAAS scheme to facilitate enterprise promotion and to bring down the cost of credit to borrower at the bottom of the pyramid. Scheme leverages the outreach of Partner Institutions like MFIs / SHPIs / NBFCs / FinTech's and other entities in extending affordable finance to the budding micro entrepreneurs. The customers have end to end mobile application based digital journey for fast and efficient credit delivery process encompassing on boarding, sanction process, digital document execution and disbursement.

5.3. Promotional and Developmental (P & D) Support

5.3.1. P&D initiatives of the Bank are woven around Mission Swavalamban, which is an umbrella framework for stimulating the entrepreneurship culture and supporting various livelihood and entrepreneurship programmes. Mission Swavalamban has four distinguishing pillars viz **Sampark, Samwad, Suraksha and Sampreshan (4S)**. A fifth pillar viz **Sangam** confluence of these four pillars.

➤ **Sampark – Connect with MSMEs and Entrepreneurs**

Swavalamban Connect Kendras (SCKs)	SCKs working as Counselling centres in 100 districts of UP, Bihar, Jharkhand, Telangana and Odisha to guide and handhold aspiring entrepreneurs
E-Udyam Sangyan	Webinars for MSE on digital platforms viz TreDs and GeMs. Sessions from representatives of Medium and Large Industries on domain knowledge and corporate governance
Swavalamban Digi-Gyanshala	Partnered with Centre for Digital Financial Inclusion. Launched an interactive Voice Response (IVR) and webapp, Swavalamban Digi-Gyanshala to spread business literacy.
ASOMI Saras Fair 2021	Supported Assam State Rural Livelihood Mission (ASRLM) to organise ASOMI SARAS Fair 2021.

➤ **Samwad – dialogue to strengthen the relations among various stakeholders of the MSME sector.**

- ✓ Setup Swavalamban Crisis Responsive Fund (SCRF) with the support of FCDO Govt of United Kingdom, to support free onboarding of MSMEs on the TreDS Platform.
- ✓ Digital Bouquet: Virtual ecosystem with Udyami Mitra / Stand Up India Portal which has converged all important stakeholders in the MSMEs ecosystem.

- **Suraksha - to create an enabling environment for the growth of MSMEs**
 - ✓ **COWEMART:** Designed as medium for digital connect through a user friendly, one click buyer seller connect via WhatsApp

- **Sampreshan: Constructive engagement with policy makers & MSME entrepreneurs**
 - ✓ **Project Management Unit (PMU):** set up in 11 states. Aimed at strengthening the MSME ecosystem and transferring the good practices through learning lessons.
 - ✓ **Swavalamban Info Series:** Created digital bouquet of knowledge products like knowledge series, info series, radio jingles, videos etc

- **SANGAM - “confluence” traits of more than one pillar**

Following programmes / initiatives have been carrying out by the Bank.

 - ✓ Swavalamban Silai Schools
 - ✓ Micro Enterprise Promotion Programme (MEPP)
 - ✓ EU Switch Asia Bamboo Project
 - ✓ Sanitation & Hygiene Entrepreneurs SHEs
 - ✓ Swavalamban Assistance for Financial Literacy, Adoption of villages and credit and market linkages SAFAL
 - ✓ Swavalamban Swabhiman

5.3.2. In addition to these SIDBI is also running following programmes

- ✓ Gramin Navonmesh Protsahan
- ✓ Bank Sakhi Programme
- ✓ Swavalamban Divyangjan Assistive Tech Market Access (ATMA)
- ✓ SIDBI Assistance for Harnessing Aspiring Swavalambis – SAHAS
- ✓ SIDBI Centre for Innovation in Financial Inclusion / SCIFI
- ✓ Central Institute of Medicinal & Aromatic Plants – CIMAP
- ✓ Swavalamban Livelihood Enhancement and Awareness Programme – LEAP in Leh
- ✓ Social Enterprises & Impact Investment
- ✓ SIDBI Innovation & Incubation Centre- IIT Kanpur (SIIC)

5.3.3. Thought Leadership and Structural Initiatives

The Bank has undertaken various initiatives, as mentioned below, to address information and provide directional support to policy makers.

- ✓ MSME Pulse

- ✓ CriSidEx
- ✓ Microfinance Pulse
- ✓ Industry Spot Light
- ✓ Fintech Pulse

5.3.4. **Aggregator:** The Bank is also playing role of aggregators

- ✓ Udyamimitra Portal
- ✓ PSBLoansin59minutes

5.3.5. **Facilitator:** The Bank is facilitator in the following schemes / Initiatives

- ✓ Interest Subvention Scheme (ISS) for Incremental Credit to MSMEs
- ✓ Interest Subvention Scheme for Mudra – Shishu Loans
- ✓ Extended Partial Credit Guarantee Scheme (PCGS 2.0)
- ✓ PMSVA Nidhi Scheme
- ✓ Animal Husbandry Infrastructure Development Fund (AHIDF) Scheme
- ✓ Micro & Small Enterprises – Cluster Development Programme (MSE-CDP)
- ✓ Nodal Agency for Government Subsidy Scheme

5.4. Subsidiaries and Associates

5.4.1. SIDBI Venture Capital Limited (SVCL),

The venture capital arm of SIDBI, presently acts as the investment manager for eight funds with outstanding corpus of Rs 794 crore as of March 31, 2021.

5.4.2. Micro Units Development & Refinance Agency (MUDRA)

The wholly owned subsidiary of SIDBI working on the agenda of 'funding the unfunded' provided refinance support of Rs 12303 crore during FY2021. The portfolio outstanding as on March 31, 2021 stood at Rs 13627 crore.

5.4.3. Receivables Exchange of India Limited (RXIL)

SIDBI-NSE joint venture operating the MSME online trade Receivable Discounting Platform (TreDS) had a registered base of 629 buyers (including 107 CPSUs), 7134 MSME vendors and 42 financiers as on March 31, 2021.

5.4.4. Credit Guarantee Fund Trust for MSEs (CGTMSE) branded as UDAAN

Operates the Credit Guarantee Scheme (CGS) for MSEs in respect of credit facilities up to Rs 2 crore extended by member lending institutions that are not backed / partially backed by collateral security and / or third-party guarantees.

5.4.5. **Acuite Ratings & Research Limited (Acuite)**

Has assigned 50000 plus SME ratings and 8700 plus Bank Loan Ratings up to March 31, 2021.

5.4.6. **India SME Asset Reconstruction Company Limited (ISARC)**

An ARC with a special focus on the NPAs of MSME Sector, recorded Asset Under Management of Rs 398.76 Crore as on March 31, 2021.

5.4.7. **PSBLoansin59minutes**

This is a fintech foray of five PSBs led by SIDBI. As on March 31, 2021, 3.97 lakh MSMEs have obtained in principle approval from the lender, out of which 3.15 lakh MSMEs have obtained final sanction.

6. Scope of Work

6.1. Objective

The objective of the assignment is to engage management consultant to formulate Business Strategy for next 10 years. Business Strategy includes a roadmap for SIDBI's vision, both financial and non-financial interventions to reach out to a substantially larger number of MSMEs and make a difference to them as is expected from DFI and correspondingly, a fresh set of Key Performance Indicators (KPIs) for assessing the performance of SIDBI.

6.2. Scope of work

The scope of work and deliverable for the bidder includes, but not limited to, the following:

6.2.1. Review SIDBI's performance since inception vis-à-vis

- a. its mandate in the SIDBI Act,
- b. Highlight key achievements and draw lessons therefrom,
- c. Review high level contributions in terms of
 - i. sustainable operations,
 - ii. financial performance,
 - iii. impact, additionalities created and
 - iv. Resource raising
 - v. institution building in last three decades.
- d. identify lessons to be learnt and submit prescriptive suggestions;

6.2.2. Undertake comparison with the DFIs in India and also 4-5 key nations (Global DFIs engaged in MSME lending),

- a. identify lessons to be learnt and submit prescriptive suggestions;
- b. Review the international experience of Sovereign support / backstop,
- c. sources of financial resources,
- d. non-financial Performance measurement framework for DFIs (input, output, outcome and impact);
- e. conflict management with commercial lenders;
- f. Look at MSME centric DFI models;
- g. Identify lessons to be learnt from domestic and Global DFI experience

- 6.2.3. **Examine the extant MSME credit scenario in India as also vision of USD 5 trillion-dollar economy** across all segments (informal, organised, services) and entire lifecycle. Conduct a stakeholder¹ survey on credit / non-credit facilitation requirements at enterprise and ecosystem level, identify gaps in the spectrum and role of DFIs, especially SIDBI, to play a more holistic role for the MSME sector.
- 6.2.4. **Examine the evolving start-up ecosystem** in India and other peer countries and examine the role possible for DFIs for augmenting the availability of equity and risk capital for MSMEs / Start-ups.
- 6.2.5. **Based on the above Suggest / recommend framework for strategy and prescribe business strategy to meet the objectives of the Government nad the needs of the Indian MSMEs and Startups, in terms of interalia**
- a. Strategy for SIDBI to enhance its relevance as India's DFI for MSMEs and Start-ups
 - b. Suggestions on existing activities / lending programmes of SIDBI (should be continued or scaled up or discontinued or could be spun off to separate associate companies / subsidiaries for better efficiency and optimal utilisation of available resources)
 - c. Suggestion to start new lending programmes / non-financial / developmental activities
 - d. Possible role for SIDBI (both direct & indirect) for augmenting specialised/ structured financing schemes like equity and risk capital for MSMEs/ start-ups, Green financing, etc
 - e. 4 to 5 mega financial / non-financial impact themes to be pursued by SIDBI in next 10 years in line with national goals and needs
 - f. Innovation management and capability to initiate new interventions where market imperfections exist.
 - g. Detailed implementation strategy with important milestones.
 - h. Resource raising plan (both domestic and international avenues)
 - i. Organisation structure and manpower requirement

¹ Stakeholders include, but not limited to, Various Ministries of GoI, Major VCFs, Key MSME Associations, State Governments, Financial Institutions, etc.

- j. Performance measurement matrix for financial and non-financial / developmental interventions
- 6.2.6. **Review the organizational structure** / organogram and manpower **requirements** in the light of the recommended business strategy and submit prescriptive suggestions.
- 6.2.7. Proposed role of SIDBI in global alliances of DFIs.

6.3. Phase wise Deliverables

6.3.1. The selected Bidder is expected to deliver specified outcomes within a period of **four (4) months** after the start date. The indicative time frame is as given under:

Phase	Time Frame	Milestones	Deliverables
Phase 1	6 weeks from start date	Review of SIDBI's Operations	<p>The bidder should submit first Interim Status Report (ISR1) which includes</p> <ol style="list-style-type: none"> 1. Study done <ol style="list-style-type: none"> i. Review of SIDBI's performance since inception vis-à-vis its mandate in the SIDBI Act ii. Key achievements, additionalities, Impact and Institution Building iii. Financial performance iv. Impact of SIDBI on MSME/Start-up ecosystem (both financial and non-financial) v. Resource Raising by SIDBI 2. Key Findings / Lessons learnt through the study 3. Overall progress and status to complete the assignment in time.
Phase 2	10 weeks from start date	Comparison with other DFIs, Study of Start-ups & MSME Ecosystem etc	<p>The bidder should submit Second Interim Status Report (ISR2) which includes</p> <ol style="list-style-type: none"> 1. Study done <ol style="list-style-type: none"> i. Comparison of SIDBI with Domestic and Global DFIs in terms of financial and non-financial impacts, Organisation structures, resource raising, Products and services, conflict management with commercial banks, Performance measurement etc. ii. Lessons to be learn from domestic and global DFIs. Prescriptive suggestions for SIDBI iii. Stakeholder survey on credit/non-credit facilitation requirements at

			<p>enterprise/ecosystem level</p> <ol style="list-style-type: none"> a. Gaps in the MSME ecosystem (financial and non-financial) and how SIDBI can fill the gap b. Review of evolving start-up ecosystem in India and other peer countries. c. Possible role for SIDBI for augmenting the availability of equity and risk capital availability. <p>2. Overall progress and status to complete the assignment in time.</p>
Phase 3	13 weeks from start date	Draft Final Report of	<p>The bidder should submit draft of final report which includes</p> <ol style="list-style-type: none"> a. Strategy for SIDBI to enhance its relevance as India's DFI for MSMEs and Start-ups b. Suggestions on existing activities / lending programmes of SIDBI (should be continued or scaled up or discontinued or could be spun off to separate associate companies / subsidiaries for better efficiency and optimal utilisation of available resources) c. Suggestion to start new lending programmes / non-financial / developmental activities d. Possible role for SIDBI (both direct & indirect) for augmenting specialised/ structured financing schemes like equity and risk capital for MSMEs/ start-ups, Green financing, etc e. 4 to 5 mega financial / non-financial impact themes to be pursued by SIDBI in next 10 years in line with national goals and needs f. Innovation management and capability to initiate new interventions where market imperfections exist. g. Detailed implementation strategy with important milestones. h. Resource raising plan (both domestic

			<p>and international avenues)</p> <p>i. Organisation structure and manpower requirement</p> <p>j. Performance measurement matrix for financial and non-financial / developmental interventions</p> <p>k. to SIDBI and make presentation to SIDBI management / Board, as may be required by SIDBI</p> <p>l. SIDBI shall provide detailed feedback on the draft final report.</p>
Phase 4	16 weeks from the start date	Final Report	The bidder should submit detailed final report after taking into account the feedback provided by SIDBI.

6.3.2. **Presentation to Management / Board**

The consultant will be expected to make a comprehensive presentation, at end of each phase, to SIDBI. It is expected that the consultant will deliver the output as per the time schedule. **It may also be noted that progress on deliverables would in any case be on parallel rather than sequential basis.**

7. Evaluation Methodology

7.1. Evaluation process

- 7.1.1. The Bank has adopted a three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
- a) Eligibility Criteria
 - 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 by the Bank 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.

- 7.2.2. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
- 7.2.3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, bank at its discretion will proceed further with opening of the technical bids in their absence.
- 7.2.4. The Bidder name, presence or absence of requisite EMD and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of bid opening.
- 7.2.5. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

7.3. 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.

S.N	Eligibility Criteria	Supporting Documents Required to be Submitted
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 3 years as on RFP issuance date.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.
2	Bidder should have experience of at least 2 completed assignments for Organization transformation, formulation of business strategy for Development Financial Institutions (both Indian or Global), Indian Public Sector Banks having asset size of more than Rs 200,000 crore or Regulatory Bodies in Financial Sector (both Indian / Global). The assignments should have been completed in last 5 years. 5 years will be counted from date of completion of Assignment.	Only completed assignments will be considered for evaluation. Completion Certificate or a Self-Declaration to be furnished by the Bidder on its letter head. A bidder should submit brief description of the assignment and duration of the assignment. The Bank reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of evaluation.
3	The Bidder should have annual	Copy of relevant audited financial

S.N	Eligibility Criteria	Supporting Documents Required to be Submitted
	<p>revenue of at least Rs 125 crore from Advisory fee in any three of the previous five financial years starting from FY2017.</p> <p><i>Revenues refer to revenues that the bidder has earned as advisory fees in India on topics such as strategy / operations / sales / performance / transformation / turnaround / organization design / digital transformation.</i></p>	<p>statements. Auditors Certificate stating revenues from management consulting business in relevant financial years.</p>
4	<p>The bidding company, as on the date of submission of bid, should not have been censured / blacklisted/ banned / barred / disqualified / prohibited by Gol or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.</p>	<p>Self-declaration to this effect on the company's letter head should be submitted.</p>

7.5.3. Bidder must comply with all 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.

7.5.4. Those who fulfil all the eligibility criteria as mentioned above would be eligible to take part in this bid exercise.

7.5.5. 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.

7.5.6. Successful bids out of this stage would be considered for technical evaluation.

7.6. Evaluation of Technical Bids

7.6.1. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification (minimum eligibility) criterion.

7.6.2. 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.

7.6.3. 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 60 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.

7.6.4. Technical bids would be evaluated based on the following parameters:

S.N	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology
1	Existence	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 3 years as on RFP issuance date.	5	<p>Only the period / years having operational income will be considered for evaluation.</p> <ul style="list-style-type: none"> ✓ 3 years of existence – 2 Marks ✓ More than 3 years of existence but less than 5 years– 3 Marks ✓ More than 5 years of existence – 5 Marks <p><i>Copy of relevant audited financial statements.</i></p> <p><i>Auditors Certificate stating operation income in relevant financial years.</i></p>

S.N	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology
2	Annual Revenue of the bidder	<p>The average of annual revenue (best of three in the five financial years starting from FY2017) of the bidder.</p> <p><i>Revenues refer to revenues that the bidder has earned as advisory fees in India on topics such as strategy / operations / sales / performance / transformation / turnaround / organization design / digital transformation.</i></p>	10	<p>Average Turnover revenue (best of three in the five years financial years starting from FY2017) :</p> <ul style="list-style-type: none"> ✓ Equal to or more than Rs 125 crore but less than Rs 200 Crore- 2 marks ✓ Equal to or more than Rs 200 crore but less than Rs 350 Crore- 4 marks ✓ Equal to or more than Rs 350 crore but less than Rs 500 Crore- 6 marks ✓ Equal to or more than Rs 500 crore - 10 marks <p><i>Copy of relevant audited financial statements.</i></p> <p><i>Auditors Certificate stating revenues from management consulting business in relevant financial years.</i></p>
3	Bidders Experience	<p>Experience in providing management consulting services at Development Financial Institutions (both Indian / Global) / Indian Public Sector Banks having asset size of more than Rs 200,000 crore / Regulatory Bodies in Financial Sector (both Indian / Global) for a minimum tenure of 3 months, in the areas of organisational transformation / formulation of business strategy in the last 5 years. 5 years will be counted from date of completion of Assignment. Experience with Development Financial Institutions would be an added advantage</p>	15	<p>5 Marks for each completed eligible assignment.</p> <p>Only completed assignments will be considered for evaluation.</p> <p>Completion Certificate or a Self-Declaration to be furnished by the bidder on its letter head. A bidder should submit brief description of the assignment and duration of the assignment.</p> <p>The Bank reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of technical evaluation.</p>

S.N	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology
4	Suitability of key resource -Project Head	<ul style="list-style-type: none"> ✓ Experience in the capacity of Project Head in providing management consulting services at Development Financial Institutions (both Indian / Global) / Indian Public Sector Banks / Regulatory Bodies in Financial Sector (both Indian / Global) for a minimum tenure of 3 months, in the areas of organisational transformation / formulation of business strategy (Completed projects only). 5 years will be counted from date of completion of Assignment. ✓ Minimum experience of 15 years in providing management consultancy services 	15	<p>CV should cover</p> <ul style="list-style-type: none"> ✓ Educational Background and overall experience including management consulting experience ✓ Experience of relevant engagements in detail. <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>
5	Domain Expert -1 (Indian Financial system)	<p>Domain expert with experience across the following areas:</p> <ul style="list-style-type: none"> ✓ Minimum experience of 10 years in providing management consultancy services ✓ Experience of providing management consulting (in organisation transformation/ business strategy) to financial services clients in India like DFIs, AIFIs, Commercial Banks, Regulatory bodies, etc. 	7.5	<p>CV should cover</p> <ul style="list-style-type: none"> ✓ Educational Background and overall experience including management consulting experience ✓ Experience of relevant engagements in detail. <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>

S.N	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology
6	Domain Expert - 2 (Global DFI experience)	<p>Domain expert with</p> <ul style="list-style-type: none"> ✓ Minimum experience of 10 years in providing management consultancy services ✓ Experience of providing management consulting to Global DFIs. Experience with DFIS engaged in MSME lending will be preferred. 	7.5	<p>CV should cover</p> <ul style="list-style-type: none"> ✓ Educational Background and overall experience including management consulting experience ✓ Experience of relevant engagements in detail. <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>
7	Team Composition & suitability (excluding the Project Head and Domain experts)	<p>Composition of rest of the team, quality and suitability – includes number and experience of professionals deployed for duration of assignment, other experts / capabilities proposed to be drawn, etc</p>	05	<p>CV should cover</p> <ul style="list-style-type: none"> ✓ Educational Background and overall experience including management consulting experience ✓ Experience of relevant engagements in detail. <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>
8	Presentation	<ul style="list-style-type: none"> ✓ Understanding of the scope of the assignment ✓ Understanding of Domestic Financial Institutions, Regulatory environment/Bodies and Global Financial Institutions ✓ Understanding of MSME/ Start-up sector and their financial and nonfinancial requirements financing (Both in India and Outside India) ✓ Understanding of deliverables of the engagement 	15	<p>Assessment by Evaluation Committee based on the presentation and interaction during the presentation to the Evaluation Committee</p>

S.N	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology
9	Approach and Methodology	<ul style="list-style-type: none"> ✓ Proposed approach and methodology for the entire scope of work for evolving the Business Strategy for the Bank ✓ Relevance and robustness of project plan created by the bidder in terms of delivering outcomes and meeting timelines. 	20	Assessment by Evaluation Committee based on the written submission and interaction during the presentation to the Evaluation Committee

7.7. Commercial Evaluation

7.7.1. Only technically shortlisted bidders would be invited for opening of commercial bids, the date and time for opening of commercial bids would be separately advised by the Bank. The bidders are required to depute their representative for the same.

7.7.2. 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, $T = \text{Marks of B} / \text{Marks of highest scorer A} * 100$.

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 = 70.0	(10/18) *30=16.96	70.0+16.9=86.9 (H-3)
B	90	13	(90/95) *70=66.31	(10/13) *30=23.07	66.31+23=89.31 (H-1)
C	80	10 (C - 1)	(80/95) *70=58.94	(10/10) *30=30.00	58.94+30=88.94 (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.

7.8. Commercial Bid

- 7.8.1. All prices should be quoted in (INR) only. The Total cost will be exclusive of GST and other applicable taxes. However, GST and other applicable taxes will be paid as per actuals.
- 7.8.2. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
- 7.8.3. In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
- 7.8.4. 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.

7.9. Arithmetic errors correction

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

- 7.9.1. 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.
- 7.9.2. 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.
- 7.9.3. 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 **4(four) 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, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be adopted by the Consulting Agency for carrying out the assignment may be modified depending after mutual discussions with SIDBI. The work plan as indicated by the Consulting Agency may also get modified accordingly.
- p. "Vendor" or "Shortlisted Bidder" 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 / Lol / 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 from time to time may be amended, modified, supplemented, extended or re-enacted;
- 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.

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 8.2.6,** 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 Covid-19 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 this **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 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 the 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 judgment 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.

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 and not subject to dispute

pursuant to Clause 8 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 hereof.

8.2.9.3. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses 8.2.6.1 or 8.2.6.2** 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 the SIDBI.

8.2.9.5. Disputes about Events of Termination

If either Party disputes whether an event specified in **Clause 8.2.6.1 or in Clause 8.2.6.2** 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.

8.3.5. Insurance to be taken out by the Consulting Agency

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 the 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.

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

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

- a. appointing such members of the Personnel as are listed in **Appendix XV** herein below 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.

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 are made known by the Consulting Agency to any person or organisation without 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**

The 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. 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 are described in **Appendix XV**.
- b. Any adjustments shall only be made with the SIDBI approval.
- c. 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.
- d. Subject experts and Project Leader should be available for interaction with the SIDBI, as and when required by the SIDB. SIDBI will give adequate notice for 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 in **Appendix XV** are hereby approved by the SIDBI. In respect of other Key Personnel which the Consulting Agency propose 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 the 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 as specified in **Appendix XV**, 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. The Consulting Agency shall be responsible for verifying and interpreting all data or information provided by SIDBI to the Consulting Agency. The SIDBI shall have not responsibility for the accuracy, sufficiency or completeness of such data.
- c. All deliverables submitted by the Consulting Agency shall be considered to have been completed when such deliverable is 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**

- a. Payment would be settled on the completion (sign off) of each milestone as per the schedule given below

Sr No	Particulars	% age of the Contract Value
1	Submission of draft final report under Phase 3 and sign off by SIDBI	50%
2	Submission of final report under Phase 4 and sign off by SIDBI	50%

- b. Payments will be made by the SIDBI within thirty days of its approval of the quality of the deliverable as specified in **Clause 6.3** above, from the consulting agency against each milestone scheduled mentioned at **Clause no 8.5.3 (a)** and receipt of the corresponding invoice from the Consulting Agency specifying the amount due.
- c. First payment to the consulting agency will be payable only after submission of Performance Bank Guarantee for an amount equivalent to 10% of the contract value.
- d. Subsequent payments will be released on submission of deliverables and acceptance of the same by SIDBI.
- e. All the payments will be made by SIDBI, Mumbai electronically through RTGS/NEFT. Bidder is required to submit Bank Mandate form alongwith cancelled cheque in original with technical bid.
- f. 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.
- g. TDS, if any, will be deducted while releasing the payment
- h. All payments will be made to the Bidder in Indian Rupee only
- i. No advance payment will be made in any case.
- j. 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 DFI equivalent to 10% 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 **4 months**.

- b. The PBG is to be submitted after the issue of the Offer Letter and before release of first or any payment under this Contract. 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 reserve 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 should 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 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.

8.5.4. 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 is 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 , at all times, further indemnify SIDBI against any damages, cost, expenses and/or claims occasioned by any infringement(s) of Copyrights or Intellectual property (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 at all times 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**

8.9.3.1. **Arbitration**

- a. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- b. In case of Dispute or difference arising between the Bank and a Bidder relating to any matter arising out of or connected with

this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

- c. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- d. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- e. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- f. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- g. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- h. No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

8.9.3.2. Jurisdiction

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

8.10. Representation and Warranties

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

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

- 8.10.2. it has the power and authority to enter into and perform its obligations under this Contract;
- 8.10.3. this Contract has been duly authorised, executed and delivered by it and constitutes the legal, valid and binding obligation of it;
- 8.10.4. there is no pending or threatened litigation or claim which would materially impair its ability to perform its obligations under this Contract; and
- 8.10.5. 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. 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.
- 8.11.2. 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.
- 8.11.3. 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 indemnity obligations shall be contingent upon Consulting Agency 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.

8.11.4. 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.

8.11.5. 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 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 []; and
- b. the use of intellectual property by (or on behalf of) the 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 company letter head)

Date:

The Chief General Manager
Corporate Strategy and Communication
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,

Appointment of Management Consultant for Formulation of Business Strategy
Tender No: 400/2022/1666/BYO/Corporate Strategy dated October 23, 2021

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 180 days from the date of last day for submission of offer (bid)

Thanking you,

Yours sincerely,

Date:

Signature of Authorised Signatory:

Place:

Name of the Authorised Signatory:

Designation:

Name of the Organization:

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.		
5.	Constitution of bidder	
6.	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)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 3 years as on RFP issuance date.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.	
2	Bidder should have experience of at least 2 completed assignments for Organization transformation, formulation of business strategy for Development Financial Institutions (both Indian or Global), Indian Public Sector Banks having asset size of more than Rs 200,000 crore or Regulatory	Only completed assignments will be considered for evaluation. Completion Certificate or a Self-Declaration to be furnished by the Bidder on its letter head. A bidder should submit brief description of the assignment and duration of	

S.N	Eligibility Criteria	Supporting Documents Required to be Submitted	Bidders response (pl also indicate Reference Page No. of relevant document in RfP response)
	Bodies in Financial Sector (both Indian / Global). The assignments should have been completed in last 5 years. 5 years will be counted from date of completion of Assignment.	the assignment. The Bank reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of evaluation.	
3	The Bidder should have annual revenue of at least Rs 125 crore from Advisory fee in any three of the previous five financial years starting from FY2017. <i>Revenues refer to revenues that the bidder has earned as advisory fees in India on topics such as strategy / operations / sales / performance / transformation / turnaround / organization design / digital transformation.</i>	Copy of relevant audited financial statements. Auditors Certificate stating revenues from management consulting business in relevant financial years.	
4	The bidding company, as on the date of submission of bid, should not have been censured / blacklisted/ banned / barred / disqualified / prohibited by Gol or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.	Self-declaration to this effect on the company's letter head should be submitted.	

D. EMD and Tender Form Cost

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	
2	Tender Form Cost 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	

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal ...

1.3. Annexure –III: Technical Bid

S.N	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders response (pl also indicate Reference Page No. of relevant document in RfP response)
1	Existence	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 3 years as on RFP issuance date.	5	<p>Only the period / years having operational income will be considered for evaluation.</p> <ul style="list-style-type: none"> ✓ 3 years of existence – 2 Marks ✓ More than 3 years of existence but less than 5 years– 3 Marks ✓ More than 5 years of existence – 5 Marks <p><i>Copy of relevant audited financial statements. Auditors Certificate stating operation income in relevant financial years.</i></p>	
2	Annual Revenue of the bidder	<p>The average of annual revenue (best of three in the five financial years starting from FY2017) of the bidder.</p> <p><i>Revenues refer to revenues that the bidder has earned as advisory fees in India on topics such as strategy / operations / sales / performance / transformation / turnaround / organization design / digital transformation.</i></p>	10	<p>Average Turnover revenue (best of three in the five years financial years starting from FY2017) :</p> <ul style="list-style-type: none"> ✓ Equal to or more than Rs 125 crore but less than Rs 200 Crore– 2 marks ✓ Equal to or more than Rs 200 crore but less than Rs 350 Crore– 4 marks ✓ Equal to or more than Rs 350 crore but less than Rs 500 Crore– 6 marks ✓ Equal to or more than Rs 500 crore – 10 marks <p><i>Copy of relevant audited financial statements. Auditors Certificate stating revenues from management consulting business in relevant financial years.</i></p>	

S.N	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders response (pl also indicate Reference Page No. of relevant document in RfP response)
3	Bidders Experience	<p>Experience in providing management consulting services at Development Financial Institutions (both Indian / Global) / Indian Public Sector Banks having asset size of more than Rs 200,000 crore / Regulatory Bodies in Financial Sector (both Indian / Global) for a minimum tenure of 3 months, in the areas of organisational transformation / formulation of business strategy in the last 5 years. 5 years will be counted from date of completion of Assignment.</p> <p>Experience with Development Financial Institutions would be an added advantage</p>	15	<p>5 Marks for each completed eligible assignment.</p> <p>Only completed assignments will be considered for evaluation.</p> <p>Completion Certificate or a Self-Declaration to be furnished by the bidder on its letter head. A bidder should submit brief description of the assignment and duration of the assignment.</p> <p>The Bank reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of technical evaluation.</p>	

S.N	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders response (pl also indicate Reference Page No. of relevant document in RfP response)
4	Suitability of key resource -Project Head	<ul style="list-style-type: none"> ✓ Experience in the capacity of Project Head in providing management consulting services at Development Financial Institutions (both Indian / Global) / Indian Public Sector Banks / Regulatory Bodies in Financial Sector (both Indian / Global) for a minimum tenure of 3 months, in the areas of organisational transformation / formulation of business strategy (Completed projects only). 5 years will be counted from date of completion of Assignment. ✓ Minimum experience of 15 years in providing management consultancy services 	15	<p>CV should cover</p> <ul style="list-style-type: none"> ✓ Educational Background and overall experience including management consulting experience ✓ Experience of relevant engagements in detail. <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>	

S.N	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders response (pl also indicate Reference Page No. of relevant document in RfP response)
5	Domain Expert -1 (Indian Financial system)	<p>Domain expert with experience across the following areas:</p> <ul style="list-style-type: none"> ✓ Minimum experience of 10 years in providing management consultancy services ✓ Experience of providing management consulting (in organisation transformation/ business strategy) to financial services clients in India like DFIs, AIFIs, Commercial Banks. Regulatory bodies, etc. 	7.5	<p>CV should cover</p> <ul style="list-style-type: none"> ✓ Educational Background and overall experience including management consulting experience ✓ Experience of relevant engagements in detail. <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>	
6	Domain Expert - 2 (Global DFI experience)	<p>Domain expert with</p> <ul style="list-style-type: none"> ✓ Minimum experience of 10 years in providing management consultancy services ✓ Experience of providing management consulting to Global DFIs. Experience with DFIS engaged in MSME lending will be preferred. 	7.5	<p>CV should cover</p> <ul style="list-style-type: none"> ✓ Educational Background and overall experience including management consulting experience ✓ Experience of relevant engagements in detail. <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>	

S.N	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders response (pl also indicate Reference Page No. of relevant document in RfP response)
7	Team Composition & suitability (excluding the Project Head and Domain experts)	Composition of rest of the team, quality and suitability - includes number and experience of professionals deployed for duration of assignment, other experts / capabilities proposed to be drawn, etc	05	<p>CV should cover</p> <ul style="list-style-type: none"> ✓ Educational Background and overall experience including management consulting experience ✓ Experience of relevant engagements in detail. <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>	
8	Presentation	<ul style="list-style-type: none"> ✓ Understanding of the scope of the assignment ✓ Understanding of Domestic Financial Institutions, Regulatory environment/Bodies and Global Financial Institutions ✓ Understanding of MSME/ Start-up sector and their financial and nonfinancial requirements financing (Both in India and Outside India) ✓ Understanding of deliverables of the engagement 	15	Assessment by Evaluation Committee based on the presentation and interaction during the presentation to the Evaluation Committee	

S.N	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders response (pl also indicate Reference Page No. of relevant document in RfP response)
9	Approach and Methodology	<ul style="list-style-type: none"> ✓ Proposed approach and methodology for the entire scope of work for evolving the Business Strategy for the Bank ✓ Relevance and robustness of project plan created by the bidder in terms of delivering outcomes and meeting timelines. 	20	Assessment by Evaluation Committee based on the written submission and interaction during the presentation to the Evaluation Committee	

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal ...

Note:

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

1.4. Annexure -IV: Self Declaration for non blacklisting

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

Date:

The Chief General Manager
Corporate Strategy and Communication
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
Appointment of Management Consultant for Formulation of Business Strategy
Tender No: 400/2022/1666/BYO/Corporate Strategy dated October 23, 2021

I have carefully gone through the Terms & Conditions contained in the RFP Tender No: 400/2022/1666/BYO/Corporate Strategy dated October 23, 2021 for Appointment of Management Consultant for Formulation of Business

We hereby declare that our company 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 officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

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

(Tender No: 400/2022/1666/BYO/Corporate Strategy dated October 23, 2021)

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 _____, 2021, 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: 400/2022/1666/BYO/Corporate Strategy dated October 23, 2021 for 'Appointment of Management Consultant for Formulation of Business Strategy' 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 company letter head)

Date:

To,
The Chief General Manager
Corporate Strategy and Communication
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,

**Appointment of Management Consultant for Formulation of Business Strategy
(Tender No: 400/2022/1666/BYO/Corporate Strategy dated October 23, 2021)**

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: 400/2022/1666/BYO/Corporate Strategy dated October 23, 2021 for **Appointment of Management Consultant for Formulation of Business Strategy** (Herein after called the 'the RFP') to you.

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

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

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

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

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

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

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

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

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

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

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

.....

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 "Appointment of Consultant for ISO 27001 Certification of Data centre and DR Site" as per scope defined in the Request for Proposal (RfP)

Tender No: 400/2022/1666/BYO/Corporate Strategy dated October 23, 2021 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 the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

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

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

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

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

Yours sincerely,

Date	Signature of Authorised Signatory ...
------	---------------------------------------

Place	Name of the Authorised Signatory ...
	Designation ...
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 MICR¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE ²	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

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

Place : _____
Date : _____

Signature of the party / Authorized Signatory

.....
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 company letter head)

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

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

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

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 company letter head)

Commercial Format for the full duration of Four (4) months, fixed price contract – no other expenses / monies will be payable beyond this amount but for applicable GST.

Item	Amount in (INR) excluding GST	Amount in words (excluding GST)
Total Consulting fees For a period of 4 months	xxxxxx	xxxxxx

Terms and Conditions

1. In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
2. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
3. 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.
4. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
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.
6. All prices should be quoted in (INR) only. The Total cost will be exclusive of GST and other applicable taxes. However, GST and other applicable taxes will be paid as per actuals

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 "**formulation of Business Strategy**" 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 10% 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 Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ` _____ (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 "**formulation of Business Strategy**" 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 agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____
6. The liability under this guarantee is restricted to ` _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the 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 of2014.

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 submitted on Letter Head of the Company)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of -----, 2015 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/“SIDBI”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to appoint management consultant for formulation of Business Strategy of the Bank and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

2 Commitments of the BUYER

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

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

3 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such

individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

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

5 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of **Rs.5,10,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

- vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7 Fall Clause

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

8 Independent Monitors

8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, in case BIDDER is unsuccessful (unsuccessful bidder), this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER

BIDDER

Name of the Officer

Designation

Authorized Signatory

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

1.15. Annexure XV: Proposed Team Profile

The details of each team members including Project Head, Domain Experts, Project Manager, other team members should be provided in the format given below. This appendix must be filled up in respect of all the team members who will directly associated with the proposed assignment.

Sr No	Name	Present Position	Management Consulting Experience in No of years	Area of Expertise	Task / Role in Proposed Assignment	Nationality	Engagement in the proposed assignment (in Man days)
					Project Head		
					Domain Expert 1		
					Domain Expert 2		
					Member		
					Member		
					Member		

[Add more rows if required.](#)

1. The bidder should also submit detailed CVs / Resume of each team members including Project Head, Domain Experts, Project Manager, other team members, to work on the proposed assignment.
2. The CV / Resume should cover name, nationality, educational qualification, language known, years in the present firm / company, total work experience, total experience in management consultancy, Areas of expertise relevant to proposed assignment, Role in proposed assignment, experience of relevant engagement in detail (name of assignment, period of assignment, his / her role in assignment, detailed scope / task etc), etc.
3. The CVs / Resume should be of maximum 5 pages each and signed by the respective person confirming that the information given in the CV / resume is correct.

Date

Place

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

1.16. Annexure XVI : Land Boarder Sharing Declaration

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

To,
The Chief General Manager
Corporate Strategy and Communication
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,

Appointment of Management Consultant for Formulation of Business Strategy Tender No: 400/2022/1666/BYO/Corporate Strategy dated October 23, 2021

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 OEM is not from such a country or, if from such a country, has been registered with the competent authority.

We certify that this OEM 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:

END OF RFP