

**Pre-bid Queries and clarifications**  
**RFP No.400/2018/1298/BYO/CAV dated December 22, 2017**  
**RFP for appointment of Consultant to review, recommend and implement**  
**a smooth closing process for the Bank**

<b>Sr. No.</b>	<b>Query received from bidders</b>	<b>Clarification of SIDBI</b>
Page 21 - Eligibility Criteria No. 7 of clause 4.2	This is a very wide declaration. Request you to limit the declaration to Directors of SIDBI. You will appreciate that we do not have access to the list of employee and their relatives of SIDBI.	The composition of ownership of the bidder firm is already available with it. Based on that and also to the best of bidder firm's knowledge and available information on the date of submission of the quote, a self declaration to this effect may be furnished on bidder's letter head.
Page 32 and 43 - and clause 8.2 Annexure – B.	We request you to delete the word “contemplated by court” as it is not possible for any person to give a declaration about what is being contemplated.	The word ‘contemplated by Court’ stands deleted.
Page 35 - clause 7.15 (i) (2)	We request you to delete the word “threatened” as it is not possible to define the same. Also this is a wide declaration, so we request you to limit the same to Bidder or any of its Partners.	The word ‘threatened’ is to be seen according to the best of bidder's knowledge and available information on the date of submission of the quote.
Page 33 - clause 7.14	We request you to replace this clause with the following:  “Client (and any others for whom Services are provided) shall not recover from consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services”	This is a general indemnity clause which is incorporated in all RfP. Hence the original para stands.
Page 36 - clause 7.16	We request you to add the following clause:  "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or	The clause in the RfP already provides for circumstances under which ‘confidentiality’ will not apply. Therefore, no further addition is possible to be incorporated.

**Pre-bid Queries and clarifications**  
**RFP No.400/2018/1298/BYO/CAV dated December 22, 2017**  
**RFP for appointment of Consultant to review, recommend and implement**  
**a smooth closing process for the Bank**

Sr. No.	Query received from bidders	Clarification of SIDBI
	<p>becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement"</p>	
<p>Page 37 - clause 7.17</p>	<p>We request you to add the following clause:</p> <p>Either Party may terminate this Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations. Upon termination Consultant shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination</p>	<p>The para 7.17 is further revised as follows :-</p> <ol style="list-style-type: none"> <li>1. SIDBI may at its sole discretion and at any time terminate the contract and inform the consultant by written instructions. Normally there will be notice period for termination. In the event of the contract being so terminated the consultant shall take such steps, as are necessary to bring the services to an end in a cost effective, timely and orderly manner.</li> <li>2. Bank also reserves its right to terminate the contract in the event of one or more of the following situations: <ol style="list-style-type: none"> <li>a) Unnecessary or unwarranted delay in execution of the work allotted.</li> <li>b) Delay in providing the requisite manpower at the Bank's site.</li> <li>c) Delay in submission of reports beyond the stipulated periods.</li> <li>d) Breach of trust is noticed during any stage of the consultancy assignment.</li> <li>e) Poor quality of / unsatisfactory services.</li> </ol> </li> </ol> <p>In addition to the cancellation of order, the order shall be passed to next qualified bidder.</p>
<p>Page 38 - clause 7.20</p>	<p>Request you to delete this clause</p>	<p>Original clause in RfP remains unchanged.</p>
<p>Page 26 - Point 3 of Technical</p>	<p>Please clarify what supporting documents can be provided for following clauses Point 3 of Technical Scoring Methodology:</p>	<p><b>Years of experience</b> – to be counted from the date your firm was constituted / commenced the operations whichever</p>

**Pre-bid Queries and clarifications**  
**RFP No.400/2018/1298/BYO/CAV dated December 22, 2017**  
**RFP for appointment of Consultant to review, recommend and implement**  
**a smooth closing process for the Bank**

Sr. No.	Query received from bidders	Clarification of SIDBI
Scoring Methodology – clause 6.2	(a) Years of Experience (b) Experience in Audit/ Balance sheet preparation exercise etc. (c) Experience in imparting training to staff	is later and number of years spent on this line.  <b>Experience in Audit etc</b> – to be counted from your earliest assignment completed.  <b>Experience in training</b> - to be counted from your earliest assignment completed and number of years spent on this line.  A self attested declaration covering all the above points can be submitted for the same.
	Please add the following clause in the RFP:  “Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report”	You may incorporate this clause in the covering letter to be enclosed along with your report / draft report, in the event of your getting the assignment.
Annexure C – clause 8.3, page 45	We understand that we need to submit GST Registration number instead of Service tax Registration number. Please confirm.	Agreed. You have to submit GST registration number.
	Bidder is required to assist the Bank in preparation of the financial statements for the year ending 31 March, 2018 only	Yes. The selected consultant will facilitate and supervise the preparation of annual accounts, while the same will be prepared by the Bank's internal staff.  However, depending upon performance, the period of contract could be extended solely at the sole discretion of SIDBI, which would inter alia, require the Consultant to assist the Bank in preparation of the financial results for three months ending June 30, 2018 and for six months ended September 30, 2018 on similar terms and conditions except the professional charges which may be decided and agreed mutually by the parties.
	Financial statements for the year ending 31 March, 2018 will be in conformity of IGAAP	Yes. The financial statements of the Bank for the year ended March 31,

**Pre-bid Queries and clarifications**  
**RFP No.400/2018/1298/BYO/CAV dated December 22, 2017**  
**RFP for appointment of Consultant to review, recommend and implement**  
**a smooth closing process for the Bank**

Sr. No.	Query received from bidders	Clarification of SIDBI
	only which will be the relevant Accounting Standard for FY 2017-18 for the Bank.	2018 are to be prepared as per IGAAP.
	Bidder is required to assist the Bank in preparation of the financial statements as above will pertain to Standalone Financials of SIDBI only and neither for the Consolidated one nor any of Bank's Subsidiaries.	The successful bidder will assist the Bank in preparation of financial statements for the year ended March 31, 2018 for SIDBI on standalone basis only.
	As per the above referred RFP under the Para 4 <u>Project Scope</u> and sub para 4.1 <u>Objective</u> & 4.2 <u>Scope of work and Requirement</u> , we presume that the Bidder is to assist the Bank in preparation of financial statements for SIDBI only. However as per Para 8.4 <u>Annexure D Commercial Offer</u> , the Bidder is required to provide the Commercial Offer for Three of the subsidiary companies of SIDBI namely MUDRA, SVCL & STCL. Please clarify in the matter.	
	After the successful review and recommendations and drawing a road map to smoothly closing process for the Bank, by the successful Bidder, the Bank/SIDBI will prepare the final set of Financial Statements and Notes to Accounts.	The Consultant will guide the officials of the Bank and also supervise and facilitates preparation of the final set of the financial statements and notes to the accounts.
	The successful Bidder will not be held liable for any of the Numbers/Computations/Disclosures provided by the Bank/SIDBI.	
	Please provide the details of Deliverables if any by the successful Bidder.	As per scope of work indicated in the RfP.
	With respect to training, the selection of key line items will be mutually decided by the Bank/SIDBI and the successful Bidder.	Immediately after the bidder is shortlisted, the work related to imparting of training to officials of SIDBI shall have to be undertaken. Dates can be decided mutually by SIDBI and the bidder.
<b>FURTHER CLARIFICATIONS</b>		
Page No. 6 of RfP	Last date of submission of bids	Extended to January 09, 2018 (Tuesday) on or before 1700 hrs.
Para 6.2 , page 25	Technical scoring methodology - 1	As regards weightage to be given for any additional assignment in any Bank / FI / PSU, it is clarified that the bidder having undertaken the maximum number of additional assignments in any Bank / FI / PSU shall be awarded the maximum marks of 15 and based on the number of additional assignments undertaken by other bidders, marks under this head shall be awarded on proportionate / pro rata basis i.e. [number of additional

**Pre-bid Queries and clarifications**  
**RFP No.400/2018/1298/BYO/CAV dated December 22, 2017**  
**RfP for appointment of Consultant to review, recommend and implement**  
**a smooth closing process for the Bank**

Sr. No.	Query received from bidders	Clarification of SIDBI
		assignments undertaken by the bidder / maximum number of additional assignment undertaken by any bidder]*15
Para 6.2, page 26	Technical scoring methodology - 2	As regards weightage to be given for every additional Partner and Professional Staff in India, it is clarified that the bidder having maximum number of additional partners and professional staff in India shall be awarded the maximum marks of 10 and based on the number of additional partners and professional staff in India of other bidders, marks under this head shall be awarded on proportionate / pro rata basis i.e. [number of additional partners and professional staff in India of the bidders / maximum number of additional partners and professional staff in India of any bidder]*10
Para 6.2, page 26	Technical scoring methodology - 3	Regarding scoring method under this head, it is clarified that the bidder having (i) maximum years of experience, (ii) maximum years of experience in Audit / Balance sheet preparation exercise etc, (iii) maximum years of experience in imparting training to Staff and (iv) maximum association of firm / company in Committees of ICAI/MCA/RBI/SEBI/IRDA etc, shall be awarded the maximum marks indicated against respective heads in the RfP and other bidders shall be awarded proportionate / pro rata marks against these heads.
Para 8.4, page 48	Annexure D – Commercial Offer	Commercial offer to be quoted for SIDBI only, as the assignment is restricted to preparation of financial results of the SIDBI on standalone basis for FY 2017-18.

\*\*\*\*\*