



भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

कर परामर्शदाता की नियुक्ति हेतु प्रस्ताव का आमंत्रण

REQUEST FOR PROPOSAL

APPOINTMENT OF TAX CONSULTANT

[निविदा सं. 400/2021/1620/BYO/CAV दिनांक मार्च 22, 2021]

[RfP No. 400/2021/1620/BYO/CAV dated March 22, 2021]

Notice of Confidentiality:

This document, its appendices, and all annexes, are the property of Small Industries Development Bank of India (SIDBI). Use of contents of document, its appendices, and all annexes is, provided to you for the sole purpose of responding to this Request for Proposal. It may not be otherwise copied, distributed or recorded on any medium, electronic or otherwise without SIDBI's express written permission.

Important Clarifications

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

- i. 'The Bank' or 'SIDBI' or buyer means 'Small Industries Development Bank of India'.
- ii. 'Successful Bidder' refers to the bidder who gets selected by the Bank after completion of evaluation process.
- iii. 'Service Provider' refers to the successful bidder who provides the services to the Bank after the contract is awarded by the Bank, also abbreviated as 'SP'.
- iv. 'RfP' or 'Tender' means the Request For Proposal document
- v. 'Bid' may be interchangeably referred to as 'Offer'.
- vi. Bidder/ Applicant/ Consultant" means the eligible entity or firm who is submitting its proposal for providing services to SIDBI.
- vii. "Partner" means a professional sharing profit in the firm/ LLP of Chartered Accountants as defined under Partnership Act and/ or Limited Liability Partnership Act.
- viii. "Personnel/ Professional" means full time staff who is a qualified Chartered Accountant on the payroll of the bidder.
- ix. "Proposal/ Bid" means the Technical Proposal and the Commercial Proposal.
- x. "Assignment /Job" means the work to be performed by the consultant pursuant to the contract.
- xi. "Contract" means the appointment letter /contract signed by the parties and all the attached documents and the appendices.
- xii. "Day" means calendar day
- xiii. "Parties"- party or parties means SIDBI or Bidder / Selected Bidder / Consultant or both as the case may be.
- xiv. Financial Institutions (FIs) means Export Import Bank of India (Exim Bank), National Bank for Agriculture and Rural Development (NABARD), Small Industries Development Bank of India (SIDBI) and National Housing Bank (NHB).

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Critical Information / महत्वपूर्ण सूचना
(RfP No. 400/2021/1620/BYO/CAV dated March 22, 2021)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Purpose/ उद्देश्य	Request for Proposal (RfP) from eligible/ interested bidders for Appointment of Tax consultant	
2	EMD/ Bid Security/ बयाना राशि	All the responses must be accompanied by a refundable interest free security deposit of ₹30,000/- (Rupees Thirty Thousand only).	
3	Application Fee or Bid Price/ आवेदन शुल्क	All the responses must be accompanied by a Nonrefundable application fee or bid price of ₹2,500/- (Rupees Two Thousand Five Hundred only).	
4	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	Clarification, if any, regarding RfP may be asked in writing through e-mail not later than March 30, 2021 on mail id, taxationcell@sidbi.in , vprakash@sidbi.in	5:00pm
5	Pre Bid meeting (<i>no clarifications would be given after pre-bid meeting</i>)/ पूर्व-बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा।)	April 05, 2021	3:00pm
6	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	April 12, 2021	1:00pm
7	Address for Bid Submission/ बोली जमा करने का पता	महाप्रबन्धक (सीएवी) / The General Manager (CAV) Small Industries Development Bank of India Corporate Accounts Vertical, 4th Floor, SWAVALAMBAN BHAVANM, Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), Mumbai- 400 051 Phone: 022-67221518/67221538 Fax: 022-26504797	
8	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	April 12, 2021	3:00pm

9	Bid Validity/ बोली के वैद्यता	180 days from the last date of bid submission. बोली जमा करने की अंतिम तिथि से तीन महीने तक।
10	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा
11	Contact details of SIDBI official सिडबी अधिकारियों के संपर्क विवरण	Shri Ved Prokash, DGM(CAV) 022-67221518, vprakash@sidbi.in
12	Independent External Monitor (IEM) appointed by the CVC	Shri. Nageshwar Rao Koripalli, (IRS ret'd.), 38, The Trails, Manikonda, R.R District, Hyderabad -500089, Mobile:9788919555, Email : knageshwarrao@gmail.com
13	सिडबी की वेबसाइट / Website of SIDBI	www.sidbi.in

Note:

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the SIDBI's website.

2. This bid document is not transferable. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

3. In view of COVID 19 situation,

3.1. Pre-Bid and Bid opening meetings may be decided by SIDBI and to be arranged via Skype/Teams on authorized links to be provided by SIDBI

3.1.2 Application fee and EMD can be paid online

Bank account details of SIDBI for online fund transfer:

Bank: IDBI Bank Ltd.

Branch: Chembur, Mumbai

Account name – Small Industries Development Bank of India

Account type – Current a/c

Account number - 018102000015312

IFSC - IBKL0000018

PAN details of SIDBI: AABCS3480N

GSTIN (Maharashtra) - 27AABCS3480N2ZX

1. Introduction and Disclaimers

1.1 Preface

This Request for Proposal document ('RfP document' or RfP) has been prepared solely for the purpose of enabling SIDBI to select Tax Consultant in the Bank, for taxation related issues and having experience in direct and indirect tax. The RfP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

1.2 Information Provided

The RfP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. Neither SIDBI nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3 For Respondent only

The RfP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder") i.e. Partnership Firm / Limited Liability Partnership / Company registered in India. It should not be Individual / Proprietary Firm / HUF etc.

1.4 Disclaimer

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

1.5 Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

1.6 No Legal Relationship

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

1.7 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

1.8 Evaluation of Offers

The issuance of RfP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RfP document that it has not relied on any idea, information, statement, representation, or warranty given in this RfP document.

1.9 Acceptance of Selection Process

Each Recipient / Respondent having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

1.10 Errors and Omissions

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

1.11 Acceptance of Terms

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

1.12 Requests for Proposal

(a) Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

Contact : Shri Ved Prokash,
Position : Dy. General Manager, Corporate Accounts Vertical
Email : vprakash@sidbi.in, taxationcell@sidbi.in
Telephone : +91 - 22 - 67221518
Fax : +91 - 22 - 26504797

(b) SIDBI may, in its absolute discretion, seek additional information or material from any respondent after the RfP closes and all such information and material provided may be taken to form part of that Respondent's response.

(c) Respondents should provide details of their contact person, telephone, mobile, email and complete addresses to ensure that to RfP could be prompt and without ambiguity.

(d) SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

1.13 Notification

SIDBI will notify all short-listed Respondents in writing or by email as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

2. Information to Bidders

2.1 Bid Price

Non-refundable Bid Price of ₹2,500/- (Rupees Two Thousand Five Hundred only) plus GST by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled commercial bank or through online mode, favoring "Small Industries Development Bank of India", payable at Mumbai must be submitted along with RfP response.

The Bank may, at its discretion, reject any Bidder where the bid price / tender fee has not been furnished with the RfP response.

SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs), as circulated by The Ministry of MSME, GoI. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

Such MSEs would be entitled for exemption from furnishing application fee (bid price) and Earnest Money Deposit (EMD). In case of any issue on the subject matter, the MSEs may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions should submit a copy of proof of Registration as MSEs along with the tender/RfP.

Bidder is required to inform its MSE status as per following definition, if applicable.

Revised Classification applicable w e f 1st July 2020		
Criteria: Investment in Plant & Machinery/equipment and Annual Turnover		
Classification	Micro	Small
Manufacturing Enterprises and Enterprises rendering Services	Investment in Plant and Machinery or Equipment: Not more than ₹1 crore and Annual Turnover; not more than ₹5 crores.	Investment in Plant and Machinery or Equipment: Not more than ₹10 crore and Annual Turnover; not more than ₹50 crores.

2.2 Earnest Money Deposit (EMD)

- All the responses must be accompanied by a refundable interest free security deposit i.e. **Earnest Money Deposit (EMD) of amount of ₹30,000/- (Rupees Thirty Thousand only)**
- EMD should be in the form of Demand Draft / Pay order / Bankers Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai or through online fund transfer to SIDBI as per Bank account details mentioned above.

3. The Demand Draft should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank.

OR

Through online fund transfer to SIDBI as per Bank account details mentioned above.

Request for exemption from EMD / Bid Security will not be entertained. However, Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) would be entitled for exemption from furnishing EMD / Bid Security

4. Any bid received without EMD / Bid Security in proper form and manner shall be considered unresponsive and rejected

5. No interest will be paid on EMD.

6. The EMD amount of all unsuccessful bidders would be refunded immediately upon occurrence of any of the following events, whichever is earlier:

a) Receipt of the acceptance of the contract from the successful bidder.

OR

b) The end of the bid validity period, including extended period (if any),

OR

c) Issue of Letter of Intent /Purchase Order to the successful bidder.

7. Successful Bidder will be refunded the EMD amount after submission of the acceptance of the offer letter/signed contract/documents by the bidder.

8. The EMD may be forfeited if:

a) Bidder withdraws its bids during the period of bid validity.

b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

c) In case of successful Bidder, if the Bidder fails to sign the contract

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

EMD & Application Fee (bid price) Payment :

Considering the lockdown situation due to COVID-19 pandemic, the bidder can make the payment towards EMD & Application Fee (bid price) through Online Mode in the following account of SIDBI (through RTGS / NEFT).

Name of the A/c Holder: Small Industries Development of India (SIDBI)

Current A/c Number: 018102000015312

Bank Name: IDBI Bank Ltd.

Branch Name: Chembur, Mumbai

IFSC Code: IBKL0000018

Upon making necessary payment, the bidder is required to submit the proof of the payment towards Application Fee (bid price) & EMD (Receipt Generated along-with Ref. No.) along-with the proposal. Bidder exempted from the Application Fee (bid price) & EMD (as per the provisions) shall be required to submit the MSE Registration Certificate to support the exemption. It may be mentioned that Non-submission of the requisite document shall lead to rejection of the proposal by SIDBI.

2.3 RfP closing date

RfP Response should be received by SIDBI not later than the time mentioned in 'Critical Information' section above, at the defined address of SIDBI Office premises.

2.4 RfP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period of **180 days** from the date of the submission of bids.

2.4.2. Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from last date for submission of bids as mentioned in 'Critical information' sheet.

2.4.3. 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.

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

2.5 Late RfP Policy

Responses received after the due date / time would be considered late and may not be accepted or opened. Late received bids shall be returned unopened within 02 weeks from the bid submission date.

2.6 Receiving of RfP Response

Receiving of RfP response will be recorded by SIDBI in a '**Tender Receiving Register**' kept for the purpose upon receiving the RfP response. The submission of the response should be in the format outlined in this RfP and should be submitted preferably through hand delivery. If the submission to this RfP does not include all the documents and information required or is incomplete or submission is through Fax/email mode, the RfP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank (even if the bidder does not succeed). The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RfP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

2.7 Requests for information

1. All queries relating to the RfP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.
2. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
3. The Bank may, in its sole and absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to clarify any response.

2.8 Pre-Bid Meeting

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.
2. It would be the responsibility of the Bidders to be present physically at the venue of the meeting (in case of offline meeting).
3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) 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. 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 website (www.sidbi.in) and Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in>) within 03 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
5. 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.

OR

6. The Bank shall hold an Online pre-bid meeting over "Skype For Business" or "Microsoft Team" on the date and time mentioned in 'Critical Information' section above.
7. It would be the responsibility of the Bidders representatives (only one person per bidder) to join the online pre-bid meeting. The interested bidders are advised to submit the details of the Nodal Officer (Name, Official Email ID, Mobile Number) to participate in the pre-bid meeting. While sending the clarifications / queries to SIDBI, the interested bidders can indicate the details of the nodal officers in the same mail also. The Bank shall send meeting invite only to the person whose details have been shared with the Bank. In case, the meeting invite is not received by any of the designated representatives latest by 1500 hrs on previous day of the meeting, he/ she should call or mail to Bank's designated officials whose details are given in 'Critical Information' sheet

2.9 Disqualification

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

2.10 Selection process

Successful Bidder will be selected through three bids evaluation process:

[A]. Eligibility evaluation [B]. Technical evaluation [C]. Commercial evaluation.

2.11 Details of Bids to be Submitted

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

Envelope	Bid Contents	No. of Copies	Label of Envelope
I	<p>Minimum Eligibility Bid</p> <ul style="list-style-type: none"> i. Response to Minimum Eligibility Criteria as per format prescribed in Annexure-D ii. DDs/Instruments towards bid price or proof of online payment iii. DDs/Instruments towards Earnest Money Deposit (EMD) or proof of online payment iv. Declaration regarding clean track record, as per format prescribed in Annexure-E v. Bank Mandate Form as per format prescribed in Annexure-F vi. If exempted, the supporting document for the same to claim and take the benefit of the exemption. vii. Declaration regarding not related to SIDBI - Annexure I. viii. Pre-Contract Integrity Pact as per format prescribed in Annexure-H 	Hardcopy	<p>“Minimum Eligibility - Appointment of Tax Consultant - RfP No. 400/2021/1620/BYO/C AV dated March 22, 2021”</p>
II	<p>Technical Bid</p> <p>The Technical Bid should contain the following information:</p> <ul style="list-style-type: none"> i. Covering letter along with proposal form as per Annexure- A of this document. ii. Bidder’s Profile along with necessary documentary evidence required for the present RfP engagement and all relevant enclosures as detailed in Annexure B of this document. 	Hardcopy	<p>“Technical Bid - Appointment of Tax Consultant - RfP No. 400/2021/1620/BYO/C AV BYO/CAV dated March 22, 2021”</p>

	<p>iii. Any additional information including assumptions that the Consultant team may think fit but not included elsewhere in the proposal, which will help the Bank to assess the capabilities of the consultant.</p> <p>iv. Duly signed authority letter by the competent authority of the bidder, authorizing the executants to sign the bid on behalf of the firm.</p> <p>Note: Technical Bid shall not include any financial information. A technical bid containing information on the commercial bid shall be declared invalid and be rejected.</p>		
III	Commercial Bid Commercial Bid as per format prescribed in Annexure- C	Hardcopy	“Commercial Bid- Appointment of Tax Consultant RfP No. 400/2021/1620/BYO/C AV dated 22, 2021”

Above mentioned three separately sealed envelopes should be put together in another large sealed envelope super-scribing “Appointment of Tax Consultant – RfP No. 400/2021/1620/BYO/CAV dated March 22, 2021”.

The Bid shall be typed and all pages numbered and signed by Authorized signatory of the response.

2. All the individual envelopes must be super-scribed with the following information as well:
 - i. Name of the bidder, Contact Number and mail id.
 - ii. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

2.12 Pre Contract Integrity Pact (IP)

- (a) IP is an agreement between the prospective bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- (b) The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-H** on the letter head of the bidder. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) and applicable at the place of its first execution, before the issue of work Order.

2.13 Non-disclosure Agreement

Selected bidder has to submit Non-disclosure Agreement as per the format at **Annexure – G**.

2.14 Important

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

1. Authorized signatory must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed/emailed copies of any submission are not acceptable and will be rejected by the Bank.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the envelope(s) are not sealed and marked as indicated, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
6. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.
7. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected. However, SIDBI at its sole discretion, has right to call for clarification from any applicant, if required.
8. The RfP is floated on SIDBI website <http://www.sidbi.in>, Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in>. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on SIDBI website and CPPP. Bidders must have close watch on SIDBI website and CPPP during the intervening period before submitting response to RfP.
9. The bidder cannot quote for the project in part.
10. Each bidder shall submit only one proposal.

3. Background

3.1 Introduction

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities. Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions (PLIs), for onward lending to MSMEs and (b) direct assistance to MSMEs including in the niche areas.

SIDBI has reoriented its focus on MSMEs by adopting SIDBI Vision 2.0. It is a strategic initiative by SIDBI aimed at accelerating effort to serve MSME domain by transforming its current role to that of an All India Financial Institution that can create an integrated credit and development support ecosystem for Indian MSMEs, thus promoting their inclusive growth. The initiative is dedicated to meet both, credit and non-credit needs of MSMEs, enabling them to be globally competitive

Broad Objective –

The aim is to strengthen MSMEs by positioning implementing agency, which shall design & implement strategies to: -

- Strengthen the clusters
- Strengthen the access of MSMEs to various services
- Help to make clusters self- sustainable
- Develop the select clusters as Role models with a strong demonstration effect.

Please visit SIDBI website at www.sidbi.in for more information about SIDBI

4. Project Scope

4.1 Objective

The RfP is invited with a view to appoint Tax Consultant. The selected Consultant would advise SIDBI on all the taxation (both direct Tax & indirect tax) related issues, as and when needed, covering the following major areas.

4.2 Project Scope:-

[A]: Direct Tax:

- a. The Consultant shall be primarily responsible for preparing / checking / scrutinizing/ filing of IT returns [(including revised return(s)] in accordance with Income computation and Disclosure Standard (ICDS), (if required), advising / updating the Bank on compliance requirements under direct tax laws applicable to Banks / FIs on regular basis, filing of appeals, refund claims, etc., preparation of documents required to be filed with various tax authorities in addition to the above, attending/appearing to assessments / appeals before CIT(A), income tax appellate authorities and court of law , regular follow up with the Tax Authorities for tax related matters including refunds, etc.
- b. Advising on issues related to Tax deducted at source, professional tax, Withholding tax and any other Tax related issues.
- c. Promptly advising on queries being received from Bank's Branch offices/Regional offices/HO verticals, as referred by the Bank. To the extent possible, queries to be responded within two days. In urgent situation the queries may be responded promptly/ same day on 'best efforts' basis.
- d. Suggest measures for correct computation and payment of Advance Tax etc. and vetting of computation of advance tax.
- e. Advising on accounting issues, suggesting improvement in systems, procedures and accounting records with respect to Taxation and compliance with Accounting Standards and ICDS etc.
- f. Providing training to officers/staff of the Bank in Taxation related matters as and when required by the Bank. In case participation is required from other locations, the training will be held through Video Conference from Mumbai.
- g. To update the Bank about various amendments taking place in tax laws/ rules, regulations, circulars, directions, etc. on fortnightly basis. Besides, guidance regarding applicability of amendments on SIDBI may also be updated without delay.
- h. Review of various circulars to be issued to the branch offices in respect of direct tax and related matters; any other advice to the Bank on any other Direct Tax related issues sought by the Bank on fortnightly basis.
- i. Guide Bank in respect of existing rules/laws as also rules/laws to be introduced or made applicable in future in respect of Direct Tax and assist in making policy for the same.
- j. Impact of Indian Accounting Standard (Ind-As), if any, in compliance with Income tax provisions.
- k. Vetting of quarterly tax / DTA/ DTL computation.
- l. Briefing of counsel for both, existing matter and new, if any.
- m. Any other tax matters as may be referred by the Bank.

[B]: Indirect Tax

- a. Provide opinion to Bank on valuation and taxability of various income streams (interest, service charges, fees and commission, etc.) import and export of services, dealing with related parties like subsidiaries, associates etc.
- b. Availment of CENVAT credit / Input Tax credit of various input services utilized /goods purchased by the Bank.
- c. Accounting of GST (including but not limited to output and input services); opinions/comments/clarifications on various services tax/GST issues raised by the branches and other units.
- d. Review of various circulars to be issued to the branch offices in respect of GST and related matters; any other advice to the Bank on any other GST/ Service Tax related issues sought by the Bank.
- e. Advising on queries promptly being received from Bank's Branch offices/Regional offices/HO verticals, as referred to by the Bank. To the extent possible, queries to be responded within two days. In urgent situation the queries may be responded promptly/ same day on 'best efforts' basis.
- f. Drafting, filing appeals and appearing before the appellate authorities – including but not limited to Commissioner of Service Tax/GST (Appeals) and Custom Excise & Service Tax Appellate Tribunal, or any other Appellate Tribunal including GST for this purpose). All matters related to the appearance before appellate / Tribunal / higher authorities will be handled by the tax consultant. The appointment of the counsel will be as recommended by the tax consultant and approved by the Bank.
- g. Opinion on the issues raised in audit conducted by the various authorities; and drafting reply to queries raised during; briefing Counsel for appearing Appellate Tribunal under Service Tax/GST for this purpose.
- h. For the said agreement, GST/ Service Tax shall mean any other similar law which may be in force in future. In addition to the references received for direct/ indirect taxes, any other tax law, that may be introduced/ announced by the Govt. of India in future is covered as a part of this agreement.
- i. Providing Training to officers/staff of the Bank in Taxation related matters as and when required by the Bank. In case participation is required from other locations, the training will be held through Video Conference from Mumbai.
- j. To update the Bank about various amendments taking place in tax laws/ rules, regulations, circulars, directions, etc. from time to time and assist in making policy for the same.
- k. The consultant shall provide related policies & procedures for the GST compliance and filing of returns.
- l. Briefing of counsel for both, existing matter and new, if any.
- m. Any other tax matters as may be referred to by the Bank.

[C]: The consultant may be required to visit the States / places outside Mumbai, in connection with handling appeals or any other matter. The payment for such visits may be decided separately on case to case basis with mutual understanding.

[D]: Advising, guiding on any other issues related to Compliance with all relevant Rules and provisions related to Direct and Indirect tax other than mentioned at A and B above and any other similar law(s) along with implementation thereof which may be in force in future.

[E]: The above mentioned “Scope of work” is indicative and not exhaustive. Scope of work shall include providing professional assistance for all the activities /matters related to Direct/Indirect Tax.

4.3 General

- a) The Bank shall appoint the applicant as per the needs and requirements of the Bank. The selection will be on the basis of eligibility criteria, past experience, credentials and suitability. However, merely satisfying the eligibility criteria will not entitle an applicant to be selected.
- b) The appointment will be on the basis of Terms of Reference through Local competitive bidding(LCB). The evaluation of the bids will be done by the Bank.
- c) The award of contract shall not normally be more than 2 years, except in barring exceptional cases where it can be awarded for a period not exceeding three years. However, the assignment thus awarded to the consultant, selected on the basis of the evaluation or the LCB will be initially for a period of 12 months, with provision for extension for an additional period of upto 2 years, one year at a time or any period of time within that limit, subject to satisfactory performance at the time of annual review of performance of the consultant and at the Bank’s discretion.
- d) Decision of the Bank in all matters regarding appointment of consultant, their eligibility, the stages at which such scrutiny of eligibility is to be undertaken, the documents to be produced, award of assignment and any other matter relating to this notification will be final and binding on the applicants. No correspondence or personal enquiries shall be entertained by the Bank in this regard.
- e) The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
- f) Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be completed in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder’s failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
- g) Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RfP shall be the governing document for arrangement between the Bank and the Bidders.

5. Minimum Eligibility Criteria

- (1) Proposals not complying with the 'Minimum Eligibility criteria' are liable to be rejected and will not be considered for further evaluation.
- (2) The proposal should adhere to the following minimum eligibility criteria.

S.N	Eligibility Criteria	Documents to be submitted
1.	Should be a Chartered Accountant firm, interalia, engaged in providing services under direct and indirect tax laws.	Registration certificate from ICAI
2.	Should be based in Mumbai.	Profile of firm indicating all such details
3.	Should have minimum 10 partners with at least 4 partners dealing in tax matters (atleast 2 dealing with indirect taxes), with 10 qualified assistants of which 3 should be handling tax matters.	Profile of firm indicating all such details
4.	Should possess a minimum of 20 years experience in the taxation field and 3 partners with at least 10 years experience.	Profile of firm indicating all such details
5.	Preference shall be given to bidders having experience in handling direct & indirect tax-related matters/ providing tax consultancy services to Public Sector Banks/ FIs in the last 3-5 years prior to the date of making application. Central Statutory Audit of Public Sector Banks/ Financial Institutions will be an added advantage.	Profile of firm indicating all such details. Details to be given as per Format I
6.	Should have average gross receipt of more than ₹4.00 crore in the last 3 financial years prior to the date of making applications (i.e. FY 2018 to FY 2020).	Details to be given as per Format II
7.	The Bidder's Firm should not be owned or controlled by any Director or Employee of SIDBI and its subsidiaries/associate institutions	A self-declaration by the Bidder on Bidder's letter head.

(3) Conflict of Interest.

[a] The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract.

[b] The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract. The consultants should provide professional, objective and impartial advice and at all times hold the bank's interests

paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. It is clarified that the bidder shall not undertake any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the bank.

[c] Without limitation on the generality of the fore-goings, the selected bidder and any of their affiliates and member firms, shall be considered to have conflict of interest and shall not be engaged under any of the circumstances set forth below:

(i) Conflict among consulting assignments: Consultants (including their personnel) or any of their affiliates and members shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants to be executed for the same or /and any other employer.

(ii) Relationship with the staff: Consultants (including their personnel) that have a business or family relationship with a member of SIDBI's staff who are directly or indirectly involved in any part of (a) the preparation of the RfP or the contract or terms of reference or assignment, (b) the selection process for such assignment / contract, or (c) supervision of such contract; may not be awarded a contract, unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work because of resolution of conflict stemming from such relationship in a fair and reasonable manner throughout selection process and execution of the contract.

[d] The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of the bank, or that may reasonably be perceived as having this effect. The bidders will disclose in their tender details of any circumstances, including personal, financial and business activity that will, or might, give rise to a conflict of interest if they are awarded contract pursuant to RfP.

[e] If tenderer identify any potential conflict, at any stage of their engagement, they should forthwith inform the bank and state how they intend/plan to avoid such conflicts.

[f] SIDBI reserves the right to reject any tender which, in SIDBI's opinion, gives rise, or could potentially give rise to, a conflict of interest.

6. Evaluation Methodology

6.1 Evaluation process

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

a. *Minimum Eligibility Criteria*

b. *Technical Bid*

c. *Commercial Bids*

2. The Bank shall evaluate first the 'Eligibility Criteria' bids. Technical scores will be given based on the bid submission.

(a) bidders scoring a minimum of 75% marks in the technical bid will qualify for commercial evaluation and their commercial bids will be opened.

(b) For final award of the assignment, a combined evaluation shall be done by applying a weightage of 70 and 30 for the technical and commercial scores respectively, according to the following formula for those found qualified in the technical bidding.

Combined score of Bidder "x" will be computed as follows:

Combined score = 70 * (Technical score of Bidder "x" / Highest Technical Score of all Qualified Bidders)

PLUS

30* (Lowest Commercial Bid of all Qualified Bids / Commercial bid of Bidder "x")

(c) maximum ceiling per annum mentioned in commercial bid shall be considered for commercial bid evaluation.

(d) All marks will be rounding off upto 2 decimal places.

(e) In case of a tie, preference will be given to the bidder having higher technical scoring.

3. The successful bidder will be the one who secures highest combined score. Shortlisted bidders will be ranked on the basis of the above combined score. The bidder securing highest combined score shall be recommended for award of the contract.

4. 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.

5. All the documentary proofs are to be submitted along with the bid in this regard.

6. 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. During evaluation, Bank at its discretion can ask the bidders for clarifications.
8. 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.
9. **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.
10. SIDBI reserves all rights to accept or reject any or all proposals without assigning any reasons thereof.

6.2 Technical Scoring methodology:

The technical scoring of the proposals will broadly be on the following criteria:

Sr. No.	Criteria	Maximum Marks (Weightage)
1	Experience and expertise in carrying out similar assignments	50
2	Previous track record of handling direct/ indirect tax related matters/ providing consultancy services of Public Sector Banks/ FIs in the last 3-5 years prior to the date of making application. Carrying out such assignments or Central Statutory Audit for other Public Sector Banks / Financial Institutions in the past 3 years	20
3	Availability of suitable infrastructural facilities including manpower that are specialized in the area of both direct and indirect tax. Competence and qualification of key professional staff that shall carry out the assignment. Particulars about the firm including details of partners, their qualifications and experience may also be furnished	30
Maximum technical score		100

- a) All bidders scoring more than 75 marks (in Technical Criteria) will be selected as the Technically Qualified Bidder. In case, less than three bidders get more than 75 marks, the top three bidders getting the maximum marks in Technical Capability will be selected as the Technically Qualified Bidder, subject to them getting at least 65 marks.
- b) The successful technically qualified bidders will be informed of the date of opening of the financial bid for appointment as Tax consultant. **The decision of SIDBI will be final in this regard.**
- c) As of now there is no requirement of technical presentation under RFP. The date may be communicated in due course if required.

6.3 Evaluation of Commercial Bid

- (1) The Commercial bid should be submitted strictly in the format given by the Bank as Annexure C of this document and should not have any deviations, restrictive statements, etc. therein. Otherwise, such bids are liable to be rejected at the sole discretion of the Bank. The price shall be quoted in Indian Currency only and shall be all inclusive and shown in commercial bid. No separate fees/reimbursements other than GST, as applicable, at the time of payment shall be made by the Bank.
- (2) Date of opening of Commercial bid would be advised after completion of the process of evaluation of Technical Bid.
- (3) Bidders who score minimum 75 out of 100 marks on the technical evaluation criteria as mentioned above will only be considered. The Commercial bids of the applicants with technical marks less than 75 will not be considered for commercial/financial evaluation.
- (4) In case the number of bidders qualifying in the technical evaluation stage is less than 3, then it is at Bank's discretion, to choose the top 3 scorers subject to minimum 65 out of 100 marks on the technical evaluation or discontinue the evaluation process or re-tender.
- (5) The commercial bid will be evaluated by an In-house Committee constituted by SIDBI.

7. General terms and conditions to contract

Bidder should examine the documents constituting this RfP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.

7.1 Non transferable bid

- a) This bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing.
- b) *The bidder should also submit a declaration on the letter head to the effect that he has not made any modification in the original copy of RfP and his bid would be liable for rejection for any violation of the above.*

7.2 Format and signing of Bid

Each page of the bid shall be made in a legal name of the bidder and shall be signed and duly stamped by the bidder or a person duly authorized to sign on behalf of the bidder.

7.3 Process of Final selection

Bidders who achieve overall score of 75% & above in Technical Evaluation will qualify for the next stage of evaluation (Commercial bid evaluation). The weightage for the technical and commercial scoring will be 70 and 30 respectively.

In respect of all qualified bidders, in whose case the commercial bid has been opened, a combined techno commercial evaluation will be done by the bank as per clause 6 of RfP.

7.4 Award of Contract

In the case of tie between two or more bidders, preference will be given to the bidder having higher technical scoring.

7.5 Clarification of Bids

During evaluation of bids, if found necessary, Bank may seek clarification of the bid from the bidder. The request for clarification and the response shall be in writing.

7.6 Notification of Awards

- a) The acceptance of a bid, subject to contract, technical compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of offer of contract / service order at the address supplied by the bidder in the tender response.
- b) Any change of address of the Bidder, should therefore be promptly notified to:
The General Manager (CAV)
Small Industries Development Bank of India
Corporate Accounts Vertical
Swavalamban Bhavan, 4th Floor,
Plot No. C-11, G Block, Bandra Kurla Complex
Bandra (E), Mumbai- 400 051
- c) The written offer of contract / order issued to the successful bidder would need to be accepted by the bidder in writing within 7 days from the date of issue of the offer.

7.7 Acceptance of Work Order

The successful bidder / consultant will be required to accept the work order issued by the Bank within 7 days of work order and deliver the acceptance copy to the Bank. The failure, delay or evasion on the part of the successful bidder / consultant to accept the work order will result in cancellation of work order and Bank retains its right to issue work order to the next highest scorer or may start the entire RfP process afresh.

7.8 Payment Terms

Bank will release payment of the agreed professional fees to the selected bidder after deduction of applicable taxes at source. The invoice for retainership fee will be settled on quarterly on pro-rata basis, at the end of the each quarter. The settlement of bills in Appeal matters will be considered and settled on the disposal and obtaining and furnishing of order of the appellate authorities within the overall maximum limit.

7.9 Bank reserves the right to the following:

1. Reject any or all proposals received in response to the RfP without giving any reason whatsoever.
2. Reject the proposals received in response to the RfP containing any deviation
3. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
4. Extend the time for submission of proposal.
5. Modify the RfP document, by an amendment that would be notified on the Bank's website.
6. To independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended services for similar assignment.
7. Modify the time period stipulated in Clause 4 above for the assignment during the execution of assignment if it deems fit.

7.10 Other Terms:

a) The proposals and related Annexure should be signed by the authorized representative/s of the successful Consultant. The executants' authority to represent and bind the Consultation Firm must be confirmed by a written authority letter issued by the Competent Authority of the Consultant Firm accompanying the proposal.

b) The proposal should be submitted strictly in the formats provided in this RfP document.

c) The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the Qualification Criteria and preferably should have been involved in a similar assignment. However, the Bank reserves the right to accept / reject / substitute the key personnel allocated for the project. The staff deployed / involved by the service provider shall never be deemed to be appointed by SIDBI nor shall they be under its service conditions.

d) The bidder / consultant selected for the assignment should adhere to the quality standards, all applicable regulatory directions/ guidelines in this regard.

e) The bidder / consultant selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed

assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.

f) The proposal should be free of overwriting/ corrections / alterations.

g) All bids and supporting documentation shall be submitted in English or in Hindi.

h) The Bank will not return the bids/responses to the RfP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

i) The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders / their representatives, who choose to attend. The date and venue for opening the commercial bid shall be separately informed to the bidders who come out successful in the technical evaluation process as per the methodology mentioned in the clause 6.

j) It is hereby clarified that the Bid / response to the RfP should be submitted in the exact format given herein without making any changes/alterations to the RfP document. Any change/alteration made to the RfP document by the participant would make the respective Bid/ response to the RfP void and the same shall be liable to be rejected by the Bank without further going into the merits of the tender.

k) It is also clarified that in case of any difference/change between Bid/ response to the RfP document submitted by the participant and the RfP document maintained by Bank, the RfP document maintained at the Bank, would be considered as authentic and binding on the participant.

l) The bidders are expected to undertake an assignment only in areas of its expertise, and where it has capability to deliver efficient and effective advice / services to the bank. The successful bidder shall perform the services and carry out its obligations with all due diligence, render any opinion with professional integrity, efficiency and economy, as per generally accepted professional techniques, standards and practices, and shall observe sound management practices. The consultant shall always act, in respect of any matter relating to the assignment or to the services, as a faithful adviser to SIDBI, and shall at all times support and safeguard SIDBI's legitimate interests in any dealings with third parties. The consultant's liability under the agreement will be determined by the Applicable Laws and the provisions hereof. The consultant shall, subject to the limitation to be specified in the agreement, be liable to the bank for any direct loss or damage accrued or likely to accrue due to deficiency in services rendered by it or improper discharge of contractual obligations or deviant conduct.

(m) It is clarified that the opinion given or certifications furnished by the successful bidder are going to be utilized/ relied upon by SIDBI. Therefore, the bidders needs to note that in the event its opinion/ certification turns out to be untrue and factually incorrect causing loss to the Bank, it may seek such clarifications as may be required to investigate the matter and fix the responsibility. In the event it is established that there was gross negligence on the part of such bidder or bidder had colluded with any other person in causing pecuniary damage or / and any loss to SIDBI, it may recommend such bidder's name for including in the caution list being maintained by the Indian Banks' Association (IBA) for circulation amongst member banks/ financial institutions. The IBA has been mandated by the Reserve Bank of India to do so. It has also been decided to approach the concerned professional bodies with complaints of professional misconduct, if any, on part of any professional engaged by the bank. Accordingly, the bank may also recommend

bidders name to the concerned body, for suitable action thereon by them. The Bank also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the consultant. The consultant will have to extend necessary co-operation to the legitimately provided / constituted investigative body, conducting enquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligations by the consultant.

(n) During assignment if substitution is necessary (because of ill health or a staff member proves to be unsuitable, or member is no longer working with consultant), the consultant shall propose other staff of at least the same level of qualifications/experience for approval by the bank including the terms and conditions of such replacement.

(o) The bank may, by written notice of suspension to the successful bidder, suspend all payments to the consultant if the consultant shall be in breach of the agreement or shall fail to perform any of its obligations under the agreement, including the carrying out of the services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the consultant to remedy such breach or failure within a period not exceeding 15 (Fifteen) days after receipt by the Consultant of such notice of suspension.

7.11 Compliance Confirmation

The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RfP.

7.12 Assignment

The bidder shall not assign or outsource the works awarded to them under this RfP, whether actually or as the result of takeover, merger or other change of identity or character of the bidder upon any such assignment or transfer the engagement may be forthwith terminated by SIDBI.

7.13 Indemnity

The successful bidder shall exercise reasonable skill, care and diligence in the performance of the assignment and indemnify and keep SIDBI, its officers, directors, employees indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the bidder or it's staff, agents or sub-contractors in relation to the performance or otherwise of the Services to be provided under the Contract.

7.14 Representations and Warranties

a) That the bidder is a Partnership firm/LLP/Company which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RfP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by Bank.

b) That the bidder is not involved in any such litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.

- c) That the representations made by the bidder in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Engagement and the RfP Documents and unless Bank specifies to the contrary, the Applicant shall be bound by all the terms of the RfP.
- d) That the Applicant has the professional skills, personnel and resources/ authorizations/ approvals/ infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RfP and this Engagement.
- e) That the Applicant shall use such assets of Bank as Bank may permit for the sole purpose of execution of its obligations under the terms of the RfP or the Engagement. The Applicant shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- f) That the Applicant shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.
- g) That all the representations and warranties as have been made by the Applicant with respect to its RfP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.
- h) That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- i) That there are –
- (i) No legal proceedings pending or threatened against bidder or any of its partners or its team which adversely affect/may affect performance under this Engagement; and
 - (ii) No inquiries or investigations have been intimated, commenced or pending against the bidder or any of its Partners or its team members by any statutory or regulatory or investigative agencies.
- j) That the Applicant has the corporate power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Engagement.
- k) That all conditions precedent under the Engagement has been complied.
- l) That neither the execution and delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the Engagement:
- (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the bidder.
 - (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject.

7.15 Confidentiality Clause

- a) The bidder shall hold in confidence all information, documentation etc which come to their knowledge ('Confidential Information') and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without prior written consent of bank.
- b) Confidential Information means information which is by its nature confidential or is designated by the bank as confidential and besides being perpetual, includes:
- i) All information marked or otherwise designated as confidential;
 - ii) Information which relates to the financial position; the internal management structure, the Personnel, policies and strategies of bank,
 - iii) Bank Data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank or other information or data whether such data is permanent or otherwise;
 - iv) Any other information which the parties specifically declared as confidential.
- c) The restriction imposed in this clause does not apply to any disclosure of information:
- i) Which at the material time was in the public domain other than by breach of this clause; or
 - ii) Which is required by law to be communicated to a person who is authorized by law to receive that information.
- d) The selected bidder shall execute separate non-disclosure agreement in **Annexure G** format immediately after the selection.

7.16 Termination of Contract

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 of 15 days 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.
2. Bank also reserves its right to terminate the contract in the event of one or more of the following situations:
 - a) Unnecessary or unwarranted delay in execution of the work allotted.
 - b) Delay in providing the requisite manpower.
 - c) Breach of trust is noticed during any stage of the consultancy assignment.
 - d) Services found to be unsatisfactory.
 - e) For any other valid reason

7.17 Publicity

Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicitly written permission of Bank.

7.18 Resolution of Disputes

1. 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.
2. 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 sole Arbitrator shall be chosen by mutual discussion between the Bank and the Bidder. The decision of the arbitrator shall be final.
3. 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.
4. 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.
5. 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.
6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by mail and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
7. A notice shall be effective when delivered or mailed or on the notice's effective date, whichever is later.
8. No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

7.19 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

7.20 Governing Law/Jurisdiction

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

8. Annexures and Appendix

8.1 Annexure A –Proposal Form and Technical Offer

(To be included in Technical Proposal Envelope)

Date: _____

To,

The General Manager (CAV)
Small Industries Development Bank of India
Corporate Accounts Vertical
SWAVALAMBAN BHAVAN, 4th Floor,
Plot No. C-11, G Block, Bandra Kurla Complex
Bandra (E), Mumbai- 400 051

Sir,

RfP –Appointment of Tax Consultant in SIDBI

RfP Reference Number 400/2021/1620/BYO/CAV

With reference to the above RfP, having examined and understood the instructions, terms and conditions forming part of the RfP, we hereby enclose our offer to provide our services as detailed in your above referred RfP. Having examined the RfP Document, we, the undersigned, offer our services to provide Consultancy for all tax related matters direct tax and Indirect tax to SIDBI in conformity with the requirements mentioned in said RfP documents.

We undertake, if our bid / Proposal is accepted, to carry out the work as per the scope of work, deliverables as specified in the RfP document as well as on the payment terms mentioned therein.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We declare that we have not made any alterations/changes whatsoever in the RfP document and we are fully aware that in the event of any change, the RfP document maintained at the Bank will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by the Bank in the event of any alteration made in the RfP document.

We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concern or our CEO, Directors / Partner / Managers / Employees and if it arises we will immediately intimate the Bank of the same.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India including Prevention of Corruption Act, 1988.

Appointment of Tax Consultant	RfP No. 400/2021/1620/BYO/CAV	Page : 33 of 49
	Issued on: March 22, 2021	

We understand that SIDBI is not bound to accept our request for participation in the process or bound to accept our bid, or give any reason for rejection of any bid.

We also agree and confirm that we will not claim any expenses incurred by us in preparing of bid documents and that SIDBI will not defray any expenses incurred by us in proposal.

We are also aware that SIDBI has also right to re-issue / re-commence the bidding process, to which we do not have right to object and have no reservation in this regard; the decision of SIDBI in this regard shall be final, conclusive and binding upon us.

We understand that SIDBI is not bound to accept the lowest, or any other Proposal, SIDBI may receive.

We agree to all the terms and conditions mentioned in the RfP. We hereby submit our Technical Offer in a sealed envelope. The offer shall be binding on us up to 180 days and subject to the modifications resulting from contract negotiations.

Dated this day of 2021

Yours faithfully,

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

8.2 Annexure B TECHNICAL BID: Bidder's Profile
**RfP for appointment of Tax Consultant in SIDBI
RfP Reference Number 400/2021/1620/BYO/CAV**

S.N	Particulars	Details
1	Name of the Consultant / firm/Company with registration /membership number from ICAI/ROC*	
2	Year of establishment of the Consultant firm / Company and Registration thereof.	
3	Year of commencement of consulting assignments	
4	Contact details: (indicate contact person name, address, Telephone No., Fax No., e-mail address, etc.)	
5	Income tax-PAN and GST registration No, (please attach documentary evidence)	
6	Details of each partner / director including experience, qualification etc.	
7	Details of key employees/qualified assistants including their qualification and experience in executing such assignments	
8	Nature of overall experience and notable achievements / recognitions, if any, in taxation related consultancy field (including banks/FI's)	
9	Particulars of infrastructural facilities	
10	Any other related information, not mentioned above, which the audit firm wish to furnish.	

Note : All the relevant details & documentary evidence are to be furnished. The above is only a format. Information may be submitted in additional sheet.

B) Details of past assignments on Tax consultancy provided or experience in handling Central Statutory Auditor in previous 5 years to other Banks / FIs
(i) Direct Tax :

S.N	Client Name	Handling		Work related to	
		From	To	Taxation	Others

(ii) Indirect Tax :

S.N	Client Name	Handling		Work related to	
		From	To	Taxation	Others

(iii) Audit :

S.N	Client Name	Handling		Work related to	
		From	To	Audit	Others

* ICAI – Institute of Chartered Accountants of India / ROC – Registrar of Companies
Dated this day of 2021

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

8.3 Annexure: C COMMERCIAL OFFER

(to be furnished in the Consultant's letter head)

(to be submitted in sealed envelope)

Place

Date

To:

The General Manager (CAV)
 Small Industries Development Bank of India
 Corporate Accounts Vertical
 Swavalamban Bhavan, 4th Floor,
 Plot No. C-11, G Block, Bandra Kurla Complex
 Bandra (E), Mumbai- 400 051

Sir,

We the undersigned offer to provide our services for consultancy for Direct and Indirect tax to SIDBI in accordance with your **RfP No. 400/2021/1620/BYO/CAV**

Our Commercial Offer (overall maximum ceiling for 1 & 2 below) is ₹ _____ per annum (including out of pocket expenses) (amount in words and figures) plus GST thereon. The breakup is given below:

Particulars	Details to be filled in by the offerer
1. All work related to Direct Tax and Indirect Tax as per Scope of work (other than work relating to drafting and preparation of appeal papers and appearing before appellate authorities as mentioned at 2 below)	₹.....per annum plus applicable Taxes on retainership basis. (please write in words also)
2. Fee per appeal	(i) New appeal: ₹.....per appeal plus applicable Taxes. (please write in words also) (ii) Fee for existing pending appeals shall be @30% of the fee quoted for new appeal.

Our Commercial Offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period (180 days) of the proposal.

Yours faithfully,

(Name & designation, seal of the firm)

8.4 Annexure –D: Minimum Eligibility Bid

S.N	Eligibility Criteria	Documents to be submitted	Reference Page No. of relevant document in RfP Response
	Name of the Bidder		
1	Should be a Chartered Accountant firm, interalia, engaged in providing services under direct and indirect tax laws.	Registration certificate from ICAI	
2	Should be based in Mumbai.	Profile of firm indicating all such details	
3	Should have minimum 10 partners with at least 4 partners dealing in tax matters (atleast 2 dealing with indirect taxes), 10 qualified assistants of which 3 should be handling tax matters.	Profile of firm indicating all such details	
4	Should possess a minimum of 20 years experience in the taxation field and 3 partners with at least 10 years experience.	Profile of firm indicating all such details	
5	Preference shall be given to the bidders having experience in handling direct & indirect tax-related matters/ providing tax consultancy services to Public Sector Banks/ FIs in the last 3-5 years prior to the date of making application. Central Statutory Audit of Public Sector Banks/ Financial Institutions will be an added advantage.	Profile of firm indicating all such details- Details to be given as per Form I	
6	Should have gross receipt of more than average ₹4.00 crore for the last 3 financial years prior to the date of making applications (i.e. FY 2018 to FY 2020).	ITR / Financial statement / Certificate i.e. FY 2018 to FY 2020) – Details to be given as per Format II	
7	The Bidder's Firm should not be owned or controlled by any Director or Employee of SIDBI and its subsidiaries/associate institutions	A self-declaration by the Bidder on Bidder's letter head.	

8.5 Annexure E – Declaration regarding Clean Track Record

Date:

The General Manager (CAV)

Small Industries Development Bank of India,
Corporate Accounts Vertical
Swavalamban Bhavan, 4th Floor,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Declaration Regarding Clean Track Record
RfP No. 400/2021/1620/BYO/CAV

I/we have carefully gone through the Terms & Conditions contained in the **RfP No. 400/2021/1620/BYO/CAV** regarding selection of the Tax Consultant in SIDBI. I/we hereby declare that our Firm/LLP has not been debarred/ black listed by any Public Sector Bank, PSU, RBI, IBA or any other Government / Semi Government organizations in India during last 05 years from the date of RfP. I/we declare that there is no disciplinary action initiated by ICAI against partner(s)/Firm during last 3 years. I/we further certify that I am/we are competent officer in my Firm/LLP to make this declaration that my/our bid is binding on me/us and persons claiming through me/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 ...

8.6 Annexure F – Bank Mandate Form

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier/consultant: _____

Vendor Code (if applicable) _____

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

City _____

Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

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

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI/ SBI 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 **RTGS/NEFT**.

Place : _____

Date : _____

Signature of 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.

8.7 ANNEXURE- G Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, (hereinafter referred to as the COMPANY), are agreeable to execute “Consultancy for Direct and Indirect Taxes” as per scope defined in the **Request for Proposal (RfP) No. 400/2021/1620/BYO/CAV** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavalamban Bhavan, 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 activities 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 appoint it as consultant and /or to grant the COMPANY specific access to the BANK’s property/information, etc.;

- i. 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;
- ii. 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;
- iii. The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (RfP) 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. The company shall take all necessary measures to ensure that the information/data obtained under the assignment is not passed on or disclosed.

Yours sincerely,

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

8.8 ANNEXURE-H PRE CONTRACT INTEGRITY PACT

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place__ on _____ day of the month of _____, 2021 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at Swavalamban Bhavan, Plot No. 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 appointment of tax consultant for direct and indirect tax and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and 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.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services 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 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount ₹-----/- (to be specified in RfP) as Earnest Money/Security Deposit, with the BUYER through Bank Draft or a Pay Order in favour of _____.

5.2 The 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 Small Industries Development Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
 - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 - (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - (x) Forfeiture of Security Deposit /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 bank has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Details of Independent Monitor are:

Shri Nageshwar Rao Koripalli, (IRS Retd.),

38, The Trails, Manikonda,

R.R. District Hyderabad - 500089

Mobile No : 9788919555 Mail id : knageshwarrao@gmail.com

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 the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller,

including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER

Name of the Officer

Designation

SIDBI

Witness

1. _____

2. _____

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

ANNEXURE - I

Date:

The General Manager (CAV)
Small Industries Development Bank of India,
Corporate Accounts Vertical,
SWAVALAMBAN BHAVAN BHAVAN, 4th Floor,
Plot No. C-11, G Block, Bandra Kurla Complex
Bandra (E) Mumbai – 400051

Dear Sir,

**Declaration Regarding not related to SIDBI–
Appointment of Tax Consultant**

I/we have carefully gone through the Terms & Conditions contained in the above tender.

I/We hereby declare that I/we has/have are not owned or not controlled by any director/officer/employee of SIDBI or their relatives.

We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by us are true and correct and able to perform this contract as per RfP document.

Thanking you,

Yours sincerely,

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

FORMAT - I
PARTICULARS IN RESPECT OF AGENCY HAVING CONDUCTED ASSIGNMENTS IN THE LAST FIVE YEARS

Sr No.	Name and address of the client with contact numbers	Value of work executed	Date of award of contract	Period of Contract		Details of feedback / appreciation letters (attach proof)
				From	To	
A . Public Sector Banks/ FIs :						
B. Others :						

Please enclose the copies of work order / agreement and completion certificate from the client (employer) for each of the work.

FORMAT - II
FINANCIAL INFORMATION (TURNOVER / PROFIT & LOSS, ETC.) DURING LAST THREE YEARS)

S.No.	Financial Year	Annual Turnover (in Rs. lakh)	Profit / Loss (in Rs.lakh)	Net Worth (in Rs.lakh)	Documents Enclosed as proof
	2018				
	2019				
	2020				

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA.