



विधि परामर्शदाता के  
सूचीबद्ध के लिए प्रस्ताव हेतु अनुरोध

Request for Empanelment [RfE]  
of  
Legal Consultant

RfE No. :T00076011/HO/LV dated: November 20, 2017

**Small Industries Development Bank of India,**

**Legal Vertical,**

MSME Development Centre  
Plot No. C-11, G Block,  
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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

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**Important Information / महत्वपूर्ण सूचना**

(RfE No. :T00076011/HO/LV dated November 20, 2017)

1	Name of the Organisation	Small Industries Development Bank of India (hereinafter referred to as "SIDBI" or "the Bank")
2	Address for Communication Website address of SIDBI	The General Manager (Legal) Small Industries Development Bank of India, Legal Vertical, MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 <a href="http://www.sidbi.in">www.sidbi.in</a>

	Activity	Date, Time & Place
3	Date of Issuance of RfE	November 20, 2017
4	Pre-Proposal Meeting	November 27, 2017 at 3:00 p.m. SIDBI, MSME Development Centre, Bandra Kurla Complex, Bandra East, Mumbai – 400051. [In case the respondent intends to join the pre- proposal meeting from any other location, they may pre-register for pre- proposal meeting on or before November 24, 2017 at email id <a href="mailto:legalvert@sidbi.in">legalvert@sidbi.in</a> or <a href="mailto:mchand@sidbi.in">mchand@sidbi.in</a> ]
5	Last date for written request for any clarifications	November 24, 2107 at 5:00 p.m.
6	Last date for issue of corrigendum/clarification, if any.	November 30, 2017.
7	Last Date for submission of proposals	December 11, 2017 at 3:00 p.m. [ It should be received at SIDBI, MSME Development Centre, Bandra Kurla Complex, Bandra East, Mumbai – 400051 on December 11, 2017 on or before 03:00 p.m.]

8	Opening of Proposals	December 11, 2017 at 3:30 p.m. SIDBI, MSME Development Centre, Bandra Kurla Complex, Bandra East, Mumbai – 400051
9	Discussion / Presentation of eligible respondents with the selection committee	Will be informed to the eligible respondents in due course.
10	Independent External Monitor (IEM) appointed by the CVC	Shri. Ashok Sinha, (IAS retd.) 13 Yayati, Sect-58A, Nerul (West), Palm Beach Road, Navi-Mumbai 400706 Mob : 9821844044 e-mail : asinha51@gmail.com

**Note:**

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website
2. This proposal document is not transferable.
3. If a holiday is declared on the dates mentioned above, the proposals shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

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## **1. Term of RfE**

This Request for Empanelment (RfE) document has been prepared solely to solicit proposals for empanelment of one or more Law firms to act as Legal Consultant for handling and attending court cases, drafting legal documents, rendering legal opinions on matters referred by SIDBI, on turnkey basis, either in full or for specific assignment (s). The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Respondent as identified by the Bank after completion of the process as detailed in **Section 6** of this document.

**1.2.** SIDBI will release the EOI/TOR/ Request for Proposal (RfP) to the empanelled respondents only for specific scope of work as and when required as outlined in the RfE document.

**1.3.** While this document has been prepared in good faith, neither the Bank nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.

**1.4.** This document is meant to provide information only and upon the express understanding that the recipients / respondents will use it only for the purpose set out herein.

**1.5.** The consultancy firm / respondents shall bear all costs associated with the preparation and submission of the proposal including but not limited to additional information required by the Bank, attendance of meeting etc and SIDBI will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

**1.6.** The consultancy firm / respondents must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfE document and the meaning and impact to that information.

**1.7.** This document constitutes no form of commitment on the part of the Bank. The issuance of RfE 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 material for any investigation or review to be carried out by the consultancy firm / respondents. The consultancy firm / respondents unconditionally acknowledge by submitting its response to this RfE document that they have not relied on any idea, information, statement, representation or warrant given in this RfE document

**1.8.** SIDBI reserves the right to reject any or all the proposals without assigning any reasons thereof without thereby incurring any liability to the consultants / respondents or any obligation to inform the affected consultants / respondents on the grounds for the Bank's

action or without assigning any reasons, whatsoever. The decision of SIDBI shall be final, conclusive and binding on all the Respondents/parties directly or indirectly connected with the proposed process and the same shall not be questioned / challenged

**1.9.** The Bank may be notified of any omission / discrepancy in the RfE before the closure of proposal. If required, the Bank may thereafter modify the RfE. The modified RfE would be hosted on the Bank's website.

**1.10.** SIDBI also reserves the sole right for carrying out any amendments/ modifications / changes including any addendum to this RfE. Such amendments / modifications / changes including any addendum to this RfE shall be notified on the Bank's website [www.sidbi.in](http://www.sidbi.in) and these will be binding on the respondents.

**1.11.** SIDBI reserves the sole right to cancel the RfE at any stage without assigning any reason.

**1.12.** Before submitting the Proposal, the consultancy firm/ respondents are requested to carefully examine the Proposal Documents, Terms & Conditions of RfE, Specifications and if there is or appears to be any ambiguity therein, they should immediately refer the matter to SIDBI, for clarification.

**1.13.** Any Proposals received by SIDBI after the deadline for submission of proposal prescribed by SIDBI will be summarily rejected and returned unopened to the consultancy firm/ Respondents. SIDBI shall not be responsible for any delay or non-receipt/ non-delivery of the documents.

**1.14.** From the time the proposals are opened to the time of appointment, respondents should not contact the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the proposals.

**1.15.** Recipients are required to direct all communications for any clarification related to this RfE, to the RfE Coordinator mentioned below:

**Legal Vertical, (email- [legalvert@sidbi.in](mailto:legalvert@sidbi.in))**

**Mukesh Chand, GM, Legal (email- [mchand@sidbi.in](mailto:mchand@sidbi.in)), Phone - 022 67531399**

**S R Shinde, AGM, Legal (email- [srshinde@sidbi.in](mailto:srshinde@sidbi.in)), Phone - 022 67221472**

Queries received upto the date and time specified in the section 'Important Information for RfE' will be responded to in the pre proposal meeting.

Bank may, in its absolute discretion seek, but being under no obligation to seek, additional information or material from any respondents after the closure of RfE and all such information and material provided will be taken to form part of that respondents response.

**1.16. RfE Validity period:** RfE responses will remain valid and open for evaluation according to their terms for a period of at least 90 days from the RfE opening date. In exceptional circumstances, the Bank may solicit the Respondent's consent to an extension period of validity without any modification in proposals.

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## 2. Background of SIDBI

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities.

The Bank provides its services through a network of offices located all over India. Detailed information on the functions of the Bank is provided on the website [www.sidbi.in](http://www.sidbi.in).

During the course of implementation of various programmes and initiatives of SIDBI, it encounters new challenges engulfing various laws/legislations and interpretations thereof. It is also encountering with the various court cases filed by the Bank, implementing agencies, borrowers, companies on various matters in different courts of the country. At present, SIDBI is contesting large number of court cases in different courts. Major categories of cases involve – (i) financial matters such as non-release of loans, subsidies etc. (ii) Service matters, (iii) recovery matters, (iv) Company matters and (vii) other miscellaneous matters.

With a view to facilitate appointment of consultants for specific tasks in SIDBI which may be taken up, SIDBI invites Request for Empanelment (RfE) from the Law Firm(s) having sufficient experience and proficiency in mercantile laws, IPR laws, banking Laws, property laws, insolvency and bankruptcy laws, corporate laws, service laws relating to employees and other statutes, Rules, Regulations, Govt. Guidelines relating to Micro, Small and Medium Enterprises etc. for the engagement as '**Legal Consultants**' to deal with commercial/corporate matters, loan recovery matters, service matters and civil/criminal/consumer protection matters, etc, for SIDBI for an initial period of **three years** subject to satisfaction of SIDBI on review at the end of each year and which shall be extended for further period on mutually agreed terms .



### 3. Scope of Work

The RfE is intended to empanel Legal Consultants/Law Firms/ Advocates at **Mumbai, Delhi, Chennai** and **Lucknow**. This empanelment would be in addition to and not in substitution of the existing panel of Advocates/Law consultants. Empanelled Law firm may be assigned the works, inter alia, mentioned as under from time to time by SIDBI. The list below is only indicative and not exhaustive. The payment towards the services rendered shall be made on the basis of invoice/bill raised for each assignment.

- (i) Rendering legal opinion on matters related to interpretation of various statutes affecting SIDBI, Competition/Anti-trust cases, consumer protection cases, Corporate and commercial matters, Banking Law matters, IBC Matters, Trademarks and Intellectual property matters, Mergers and acquisitions/Dispute resolution, property related cases, commercial agreements, MoUs, service matters and on Taxation matters etc.,
- (ii) Drafting of commercial agreements, MoUs, Shareholders Agreements, Share Subscription Agreements, Contribution Agreements, Guarantees, franchising/licensing agreements/Distribution agreements, notices, including vetting/drafting of various types of legal Documents.
- (iii) To handle and supervise the court case/s in the Supreme Court, High Courts and civil courts in different parts of the Country and also arbitration proceedings either directly or through their associates and furnish updated information from time to time.
- (iv) Drafting applications/miscellaneous applications, petitions, plaints, replies, rejoinders, written statements, etc, for the purpose of filing before various judicial forums.
- (v) Handling matters under Insolvency and Bankruptcy Code, 2016 before National Company Law Tribunal.
- (vi) Any other related matter assigned by SIDBI.

#### **4. Eligibility Criteria for Empanelment of Legal Consultant**

This enquiry is in the nature of Request for Empanelment (RfE) intended to result in the selection of a panel of Consultants. The responses received pursuant to this RfE will be evaluated as per the criteria specified in this document and the qualified Consultants will be placed on the panel of Consultants. Adequate number of empanelled Consultants will be invited, as and when work arises in SIDBI, to submit their Proposals based on detailed EOI/Terms of Reference (TOR) / RFP on a case-to-case basis.

The nature, quantum and Scope of work for specific assignments will evolve depending upon the requirements of the Bank. Under these circumstances, the panel to be selected in pursuance of this RfE would be utilized for a period of 3 years from the date of formation of the Panel subject to satisfaction of Bank on review from time to time. If on review, it is observed by the Bank that Firm is not delivering the service to the satisfaction of the Bank, Bank may on its sole discretion, discontinue the services of the firm. Further, the empanelment of the firm by the Bank does not guarantee assignment of any work to it.

This invitation to respond to the RfE is open only to reputed and well established registered companies/partnership firms/LLPs/ Individual, proprietary concern. Legal Consultancy firms, satisfying the following criteria are eligible to submit Proposal for RfE:

- i) Advocates/ Law Firms should have at least 10(Ten) years of practice experience in the Supreme Court/high courts / DRTs /Civil Courts/Consumer Forums etc, as on the date of responding to this RfE. The experience as retired law officer of a Bank/PSU or as a Judicial Officer may also be considered for the purpose.
- ii) Advocates/ Law firms practicing in specialized areas such as income tax matters, Labour Law matters, Cyber Law, MRTP etc will also be considered for empanelment.
- iii) Advocates/ Law firms should be on the panel of Banks/ Financial Institutions/Government Departments / PSUs / Statutory Bodies / Autonomous Bodies, etc., at the time of responding to this RfE (supporting documents to be attached).
- iv) Annual Turnover of the Law Firm/ Advocate should not be less than 2 Crores per annum during last financial year. Copy of Annual Financial Statement alongwith audit report or copy of IT return to be attached.

- v) Advocate/Law Firm should have well established office at the place of practice and Law firm/advocate having offices at more than centre amongst Delhi, Mumbai, Chennai and Lucknow would be awarded preferential marks in evaluation criteria.
- vi) Advocates/Law Firms should be proficient in drafting various legal documents such as commercial agreements, MoUs etc.
- vii) Advocates/ Law Firm should not have been black-listed/debarred by any institution of the Central or State Govt. or Banks/ Financial Institutions or any Bar Council of any State during the preceding 5 years.
- viii) Advocates/ Law Firms may send their presentations giving the background of their experience in the relevant field etc. in soft copy as well as in hard copy in support of information furnished with the Application.

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#### **4.1. Disqualification:**

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The Bank may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Respondent, if the Respondent has:

- a) Submitted the Proposal documents after the response deadline;
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c) Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- d) Failed to provide clarifications related thereto, when sought;
- e) Submitted more than one Proposal;
- f) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted;

\* \* \*

## 5. Submission of Proposals

### 5.1. The response to the RfE:

The response to the RfE should be submitted in sealed envelopes giving full particulars in the manner specified in the points below. The envelope should reach on or before the timeline mentioned in the Important Information for RfE given at beginning of this RfE.

### 5.2. RfE response documents:

- The Respondents should submit 2 printed copies of the proposal containing the Proposal along with all annexes and forms/letters.
- All pages of the proposal must be sequentially numbered and shall be initialled by the Authorized Representative of the Respondent.
- The proposal should not contain any pricing information whatsoever on the services offered.
- The Respondent shall submit the sealed Proposal as detailed below:

The sealed envelope shall be addressed to:

**The General Manager (Legal)**

Small Industries Development Bank of India,  
Legal Vertical,  
MSME Development Centre  
Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E),  
Mumbai - 400 051

- Marked clearly: Proposal for – “Empanelment of Legal Consultants” ;
- The envelope shall contain the Proposal with 2 hard copies duly marked “Original” and “Copy”;
- The e-mail address and phone/fax numbers of the Respondent should also be indicated on the sealed envelope ;
- All correspondence will be in English. All forms may please be filled in Arial 12 Font in double spacing format. The Proposal shall be typed in indelible ink and shall be signed by the Respondent or a person or persons duly authorized by the respondent to bind the respondent to the process. The person or persons signing the Proposals shall initial all pages of the Proposals. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Proposals. The Bank reserves the right to reject the Proposals not conforming to the above.
- The Respondent shall submit the Proposal properly in a file ensuring that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as “Page #”.

- Only one submission of the RfE response by each respondent will be permitted.
- Submission by Fax transmission or emails is not allowed and will be considered invalid.

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### 5.3. Rules for responding to this RfE

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- i. The Respondents should use the formats prescribed by the Bank in submission of the RfE Response which are attached as **Annexures** with this RfE.
- ii. All responses received after the due date/ time as per schedule mentioned in the 'Important Information for RfE' given in the beginning of the RfE would be considered late and would be liable to be rejected.
- iii. Documents not required as part of the RfE should not be provided.
- iv. Unsigned responses would be treated as incomplete and are liable to be rejected. The proposals once submitted cannot be withdrawn/ modified after the last date for submission of the proposals unless specifically permitted by the Bank.
- v. The Bank reserves the right to not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- vi. Respondents at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RfE circulated by the Bank. Respondents shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RfE.

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## **6. Evaluation of Proposals**

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### **6.1. Opening of Proposals**

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The proposals received within the prescribed date and time will be opened as per schedule mentioned in the 'Important Information for RfE' given in the beginning of the RfE. During the opening of the proposals, the Respondents can depute an authorized representative (only one) to attend the proposal opening process. No separate information will be given in this regard to the respondents for deputing their representatives. The representative has to submit an authority letter duly signed by the Consultancy firm, authorizing him to represent and attend the Proposal opening on behalf of Consultancy firm. The authorised representative, having photo identification, shall sign a register of attendance. However, proposals would be opened even in the absence of any or all representatives of the respondents.

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### **6.2. Preliminary Scrutiny**

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Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Proposals are complete, whether the documents have been properly signed, whether any computational errors have been made, and whether the Proposals are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.

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### **6.3. Evaluation Committee**

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The proposals will be evaluated by Bank's Evaluation Committee based on the proposal submitted by the Respondents. The evaluation committee shall evaluate the responses to the RfE and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence would lead to rejection of the proposal.

The decision of the Evaluation Committee in the evaluation of responses to the RfE shall be final.

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### **6.4. Conformance to eligibility criteria:**

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Proposals conforming to preliminary scrutiny requirements will be checked by a Committee for conformance with the eligibility criteria stated in the Chapter 4. Non-conforming Proposals will be rejected.

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Evaluation will be based upon the following criteria :

S No	Criteria	Marks
1	Relevant Experience of the Professionals (Maximum 20 marks)	(i) 10 Years – 5 marks (ii) More than 10 years to 15 years-10 marks. (iii) More than 15 years-20 marks.
2	The Law Firms/Advocate having well established office at Mumbai, Delhi Chennai and Lucknow, (Maximum 20 marks)	(i) At one centre- 5 marks (ii) At two centres-10 marks (iii) At three centres-15 marks (iv) At four centers- 20 marks
3	Empanelled on the panel of Banks/FIs/Government Department/PSUs/Statutory Body/Autonomous Bodies (Maximum 20 marks)	(i) Upto 5 organisations- 5 marks (ii) More than 5 and upto 10 organisations- 10 marks (iii) More than 10 and upto 15 organisations- 15 marks (iv) More than 15 organisation – 20 marks
4	Annual Turn Over of the Law Firm/Advocate (Maximum 10 marks)	(i) Minimum 2 crores-5 marks (ii) More than 2 crores-10 marks
5	Number of associate legal professionals in the team of Law Firm/ Advocate. (Maximum 10 marks)	(i) Upto 5- 5 marks (ii) More than 5-10 marks
6	Relevant assignments undertaken and completed for various organizations /public sector banks/FIs/clients in last financial year. (Maximum 20 marks)	(i) Upto 10 Assignments- 5 Marks (ii) Upto 20 assignments- 10 marks (iii) Upto 40 assignments-15 marks (iv) Upto 60 assignments-20 marks

The respondent with score of 60 shall only be considered for empanelment. If there are no such respondents who meet the minimum score, SIDBI may, at its sole discretion, reduce the minimum score as it may deem fit.

## 6.5. Notification of Outcome

Bank will notify the Respondents who have been empanelled either in writing or by email as soon as practicable. Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of SIDBI shall be final, conclusive and binding on all the Respondents/parties directly or indirectly connected with the RfE process and the same shall not be questioned / challenged.

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## **7. General Terms and Conditions**

### **7.1. Adherence to terms and conditions**

Respondents who wish to submit their responses to this RfE should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RfE. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

### **7.2. Statutory authority obligations, notices, fees & charges**

The empanelled Consultant (s) would comply with all Applicable Laws as they relate to its performance under this RfE. This RfE shall be governed, interpreted by and construed in accordance with the laws of India.

### **7.3. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at Mumbai only.

### **7.4. Single Point of Contact**

The Respondent selected for empanelment should have a local office in India and has to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no.etc.

### **7.5. Authorised Signatory**

The selected Consultant (s) shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the process. The selected Consultant (s) shall submit at the time of submitting the proposal, a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with the Bank. The Consultant (s) shall furnish proof of signature identification for above purposes as required by the Bank.

### **7.6. RIGHTS OF SIDBI**

- At any time, SIDBI may, for any reason, modify the RfE Document by an amendment.
- The amendment will be intimated to all Respondents who confirm their intention to participate by email.



- In order to accord prospective Respondents reasonable time to take the amendment into account, SIDBI may, at its discretion, extend the last date for the receipt of Proposals.
- The Respondents are allowed to resubmit their proposal, if required, after such amendments.
- If SIDBI deems it appropriate to revise any part of this RfE or to issue additional data to clarify an interpretation of provisions, it may issue supplements to this RfE
- SIDBI may, at its discretion, extend the deadline for submission of proposals by issuing a corrigendum through email to all confirmed Respondents, in which case all rights and obligations of the assignment and the Respondents previously subject to the original deadline will thereafter be subject to the deadline as extended.
- SIDBI may terminate the RfE process at any time without assigning any reason.
- SIDBI reserves the right to accept or reject any proposal, and to annul the short listing process and reject all responses at any time without thereby incurring any liability to the affected Respondent or Respondents or any obligation to inform the affected Respondent or Respondents of the grounds for SIDBI action.

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### **7.7. Erasures & Alterations**

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All details must be completely filled up. All the corrections or alterations, if any, should be authenticated. There should be no hand-written material.

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### **7.8. Confidentiality**

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Disclosures of receipt of this RfE or any part of the information contained in the RfE, to parties not directly involved in providing the services requested, could result in the disqualification of the consultants, premature termination of the empanelment, and / or legal action against the consultants for breach of trust.

Empanelled Consultant (s) shall have to sign a legal non-disclosure agreement with SIDBI before starting any assignment.

The Consultant (s) (and its employees) shall not, unless SIDBI gives permission in writing, disclose any part or whole of this RfE document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by SIDBI (including the users), in connection therewith to any person other than a person employed by the respondent in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of

such performance. The employees or the third party engaged by the respondent shall maintain strict confidentiality.

The Consultant(s), its employees and agents shall not, without prior written consent from SIDBI, make any use of any document or information given by SIDBI or its Authorized personnel, except for purposes of performing the contract award. In case of breach, SIDBI shall take such legal action as it may be advised. The Consultants has to maintain confidentiality even after completion/ termination of the empanelment.

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## **7.9. Publicity**

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Any publicity by the Consultant (s) in which the name of the Bank is to be used should be done only with the explicit prior written permission of the Bank.

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## **7.10. Professionalism**

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- a. Attention of respondents is drawn to the relevant and extant instructions of GoI, GFR issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the consultant and are required to be complied with.
- b. The respondent shall, subject to the provisions of the Assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.
- c. The respondent shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of SIDBI.
- d. The respondent shall provide professional, objective, un-biased and impartial inputs, recommendation and advices at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct and honesty while executing the assignment.
- e. The respondent carries with him/her/it a certain degree of accountability for any advice or /and any services rendered to the bank, keeping in view norms of ethical business, professionalism and the fact that such advice or service is rendered for a consideration. The bank may enforce such accountability in case of improper discharge of contractual obligations / deviant conduct by / of any of the parties to the contract. In this, share of bank's responsibility, for accepting advice / and services provided by the respondent, will also be taken into consideration.
- f. The respondent must act, at all times, in the interest of the bank and render any advice / service with professional integrity. The respondent shall always keep in view transparency, competitiveness, economy and efficiency in regard with matters related to the subject of the contract or assignment.
- g. A respondent is expected to undertake an assignment/project, only in the areas of his/its expertise and where it has capability to deliver efficient and effective advice /services to the client. h. The respondent will have to cooperate fully with any 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 respondent.

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**7.11. Expenses**

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It may be noted that SIDBI shall not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the fees as per the final price of the successful Consultant mentioned in the commercial proposal stage of any intervention. The commercial proposals will be invited at the Request for Proposal (RfP) stage.

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**7.12. Dispute Resolution**

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SIDBI and the empanelled Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the empanelment. If after 30 days from the commencement of such informal negotiations, SIDBI and the Consultant have been unable to resolve amicably an empanelment dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the empanelment, shall be referred to Arbitrator(s) and decided as per the provisions of the Arbitration and Conciliation Act, 1996 and amendments, if any, thereof. The venue of the arbitration shall be at Mumbai. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.

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**7.13. Assignment**

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Neither the empanelment nor any rights granted under the empanelment shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the empanelled consultant, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the prior written consent of SIDBI.

If an empanelled consultant undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. the service level agreement executed with the consultant after award of purchase order shall be considered to be assigned to the new entity and such an act shall not affect the rights of SIDBI under the executed service level agreement.

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## 8. Annexure(s)

### Annexure – I : Proposal Format

(To be submitted on Respondents Company/Partnership Firm/LLP/Individual/  
Proprietary concern's letter head)

Sr No.		
1.	Name	
2.	Contact	
	<ul style="list-style-type: none"> <li>a. Address</li> <li>b. Telephone Number</li> <li>c. Fax</li> <li>d. Mobile</li> <li>e. Email</li> <li>f. Website</li> </ul>	
3.	Locations and Addresses of office	
	<ul style="list-style-type: none"> <li>a. Indian(Mention different locations)</li> <li>b.Overseas</li> </ul>	
4.	Details of Authorized Person	
5.	Name of Bar Council, Month/Year of Enrolment & Enrolment Number of each of the associate legal professional in the team (enclose Bar council enrolment certificates &IDs)	
6.	Whether willing to undertake Bank legal work's on Bank's terms	
7.	Whether belonging to SC/ST/OBC	
8.	PAN Number issued by Income Tax Department.(Attach photocopy of PAN card)	
9.	Period of Practice, Place of Practice, Court of Practice.	
10.	List of Banks/Financial Institutions/PSUs where empanelled (use tabular form)	
	<ul style="list-style-type: none"> <li>a.Name of Organization</li> <li>b.Address</li> <li>c. Contact Person</li> <li>d. No. of assignment in last FY</li> </ul>	
11.	Annual turnover of last FY(enclose necessary document in support)	
12.	Any other relevant information	

Signature of the Advocate/Law firm

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**Annexure – II : Undertaking regarding agreement of all terms of RfE**


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(To be submitted on Respondents company/Firm/LLP/Individual/ Proprietary concern's letter head)

Date:

To,

The General Manager(Legal)  
Small Industries Development Bank of India,  
Legal Vertical,  
MSME Development Centre  
Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E),  
Mumbai - 400 051

Dear Sir,

- 1) Having examined the RfE including all Annexes and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned qualify under the minimum eligibility criteria and offer to provide, deliver, implement and commission ALL the items mentioned in the "Request for Empanelment" and the other schedules of requirements and services for SIDBI in conformity with this RfE.

Sr No	Particulars	Details
1.	Name of Legal Consultant	
2.	Registered/ Head/Corporate Office Address	
3.	Website address	
4.	Nature of entity (partnership/ private/ public etc)	
5.	Name of Partners / Directors/Proprietor	
6.	Date of Incorporation/ Enrolment in Bar Council	
7.	Details of authorized contact person	
	Name	
	Designation	
	Telephone nos	
	Mobile no	
	Email Address	
	Fax no	

- 2) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RfE.
- 3) We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RfE.
- 4) We hereby certify that we have provided all the information requested by the Bank in the format requested for. The information provided is correct and true to the best of our knowledge and belief. In case at any stage, it is found that the information

given by us is false / not correct or in a different format, SIDBI shall have the absolute right to take any action as deemed fit without any prior intimation to us.

- 5) We agree to abide by the terms of this RfE from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- 6) If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised as and when assigned in the RfE/RFP; comply with the delivery schedule as mentioned in the RfE/RFP and agree to abide by the General Terms and Conditions.
- 7) We agree to abide by this Proposal for 90 days from the date of the Proposal opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 8) Unless and until a formal Agreement is prepared and executed, this RfE together with our written acceptance thereof shall constitute binding Terms and Conditions between SIDBI and us.
- 9) We understand that the RfE does not commit SIDBI to reimburse the Respondents for any costs incurred in submission of this proposal. All statements in RfE and any pre-proposal negotiations, understandings and agreements resulting from RfE are preliminary; consequently, SIDBI has no obligation to us until a written contract is executed.
- 10) We agree that the Bank is not bound to accept any proposal that the Bank may receive.
- 11) We understand that SIDBI has the right, without assigning reasons thereof, to
  - a. Reject, amend, and modify any condition contained in the RfE
  - b. Terminate this RfE
  - c. Negotiate with one or more Respondents
  - d. Not award the assignment to any of the Respondents and / or recommence the entire process.
  - e. Empanel one or more Respondents for any reasons whatsoever.
  - f. Modify the requirements and terms of this RfE and request revised proposals from some or all of the Respondents.

Signature of Authorised Person of respondent
Full Name& Designation of Authorised Person
Date:

**Seal of Respondent**

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**Annexure – III : Format for Relevant Engagements**

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Please use the format below to provide information for which your firm was legally contracted for carrying out Legal Consultancy assignments.

Name of the Client(Banks/FIs/PSUs)	
Description of the Major assignments(Attach copy of the letter of assignment)	

**Signature of Authorised Person of respondent**

Full Name & Designation of Authorised Person

Date:

**Seal of Respondent**

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**Annexure – IV : Declaration: No Ownership or Control of SIDBI Directors/ Employees(or relatives)**

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(On letterhead of the respondent)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that \_\_\_\_\_ (Name of respondent) is not a related party to SIDBI as per the provisions of Companies Act 2013, as amended from time to time.

Name:

Designation:

Date:



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**Annexure – V : Not penalized or Found Guilty in any Court of Law**

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(On letterhead of the respondent duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that the Consulting Firm/Company /LLP/ Proprietary concern has not been penalized or found guilty by any bar council or in any court of Law, tribunal and the firm/ company has not been blacklisted / debarred by any Central Government Ministry / Bank / RBI/ IBA / any regulatory authority since April 2012 till the date of submission of the Proposal

Further, this is to certify that \_\_\_\_\_ does not have any legal, civil, criminal, taxation and other cases pending against \_\_\_\_\_ that may have any impact affecting or compromising the delivery of services required.

Name:

Designation:

Date: