



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

**एमएसएमई संबंधी ऋणों के लिए आवेदनपत्र जुटाने हेतु प्रत्यक्ष बिक्री एजेंट (डीएसए)
(आरएफई) सूचीबद्ध करने का अनुरोध**

Request for Empanelment (RfE) of Direct Selling Agents (DSAs) for sourcing of Applications for loans to MSMEs

भारतीय लघु उद्योग विकास बैंक
सिडबी टावर, 15, अशोक मार्ग, लखनऊ – 226001
उत्तर प्रदेश

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
SIDBI TOWER, 15 ASHOK MARG, LUCKNOW – 226001
UTTAR PRADESH

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

(निविदासं: 314/2020/1493/HO1/DCV दिनांक जुलाई 05, 2019)
(RfE No 314/2020/1493/HO1/DCV dated July 05, 2019)

Important Information / महत्वपूर्ण सूचना
(RfE No: 314/2020/1493/HO1/DCV)

1.	Name of the Company / Institution	Small Industries Development Bank of India (herein after referred to as "SIDBI")
2	Address for Communication/ Website address of SIDBI	The General Manager Direct Credit Vertical Small Industries Development Bank of India, SIDBI Tower, 15 Ashok Marg Lucknow – 226001 Uttar Pradesh www.sidbi.in

	Activity	Date, Time & Place
3	Date of Issuance of RfE	July 06, 2019
4	Last date for written request for any clarifications	July 13, 2019 till 5.00 p.m.
5	Last date for issue of corrigendum / clarification, if any	July 16, 2019 at 3.00 p.m.
6	Last Date for submission of proposals	July 29, 2019 till 03.00 p.m. at SIDBI, 15, Ashok Marg, Lucknow-226001
7	Opening of proposals	July 29, 2019 at 04.00 p.m. at SIDBI, 15, Ashok Marg, Lucknow-226001
8	Date of Presentation	Date and venue to be intimated through e-mails subsequently to eligible applicants only
9	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 SIDBI'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.

Definitions

- 1 SIDBI / Bank: "Small Industries Development Bank of India".
- 2 RfE: "Request for Empanelment (RfE) Document"
- 3 DSAs: Direct Selling Agents
- 4 Recipient/ Respondent / Service Provider/ DSAs: Respondent to the RfE Document".
- 5 Tender: RfE response documents prepared by the Respondent and submitted to SIDBI
- 6 DCV: Direct Credit Vertical
- 7 MSMEs: Micro, Small and Medium Enterprises
- 8 LLP: Limited Liability Partnership
- 9 RBI: Reserve Bank of India
- 10 IBA: Indian Banks Association
- 11 SCBs: Scheduled Commercial Banks
- 12 FI: Financial Institution
- 13 RRBs: Regional Rural Banks
- 14 NBFC-NDs: Non-Banking Financial Companies – Non-Deposit taking
- 15 PSUs: Public Sector Undertakings

Sl. No.	PARTICULARS	PAGE NO.
1	TERMS OF RfE	5
2	BACKGROUND OF SIDBI	7
3	SCOPE OF WORK	8
4	PROCESS OF SELECTION	11
5	SUBMISSION OF PROPOSALS	15
6	EVALUATION OF PROPOSALS	17
7	GENERAL TERMS & CONDITIONS	19
ANNEXURE I	APPLICATION FORM FOR EMPANELMENT OF DSAS	25
ANNEXURE II	LOCATION OF SIDBI BRANCHES	29
ANNEXURE III	SIDBI MSME LOAN – CUSTOMER INFORMATION	30
ANNEXURE IV	UNDERTAKING REGARDING AGREEMENT OF ALL TERMS OF RfE	31
ANNEXURE V	NOT PENALISED OR FOUND GUILTY IN ANY COURT OF LAW	33
ANNEXURE VI	FORMAT FOR RELEVANT ENGAGEMENTS	34
ANNEXURE VII	NO OWNERSHIP OR CONTROL OF SIDBI DIRECTORS / EMPLOYEES	35

1. Terms of RfE

- 1.1. This Request for Empanelment (RfE) document has been prepared “for empanelment of Corporate entities/Institution to act as Direct Selling Agents (DSAs) for end to end sales of Direct Finance Products of SIDBI for granting loans to MSMEs”. The RfE document is not a recommendation, offer or invitation to enter into 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 respondents as identified by SIDBI after completion of the selection process as detailed in Section 6 of this document.
- 1.2. While this document has been prepared in good faith, neither SIDBI 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.
- 1.3. 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.
- 1.4. The service provider/ respondent shall bear all costs associated with the preparation and submission of the tender including but not limited to additional information required by SIDBI, 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.
- 1.5. The DSA agency / service provider / respondent 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.
- 1.6. This document constitutes no form of commitment on the part of 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 recipients / respondents. The recipients/ respondents unconditionally acknowledge by submitting its response to this RfE document that they have not relied on any idea, information, statement, representation or warranty given in this RfE document.
- 1.7. SIDBI reserves the right to reject any or all the proposals without assigning any reasons thereof without thereby incurring any liability to the service providers / respondents or any obligation to inform the affected service providers / respondents on the grounds for SIDBI’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. The Bank, however, on the receipt of written request of a respondent(s), may furnish the reasons for rejecting the proposal of the prospective respondent.
- 1.8. 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 Bank’s website.
- 1.9. SIDBI also reserves the sole right for carrying out any amendments/ modification / changes including any addendum to this RfE. Such amendments / modifications / changes including any addendum to this RfE shall be notified on SIDBI’s website www.sidbi.in which will be binding on the respondents.
- 1.10. SIDBI reserves the sole right to cancel the RfE at any stage without assigning any reason.

- 1.11. Before submitting the Proposal, the 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.
- 1.12. Any Proposal received by SIDBI after the deadline for submission of proposal prescribed by SIDBI will be summarily rejected and returned unopened to the Respondents. SIDBI shall not be responsible for any delay or non-receipt/ non-delivery of the documents.
- 1.13. 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.
- 1.14. **RfE Validity period:** RfE responses will remain valid and open for evaluation according to their terms for a period of at least 180 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.
- 1.15. The Bank may be notified of any omission / discrepancy in the RFP before the closure of bid. If required, the Bank may thereafter modify the RFP. The modified RFP would be hosted on the Bank's website. Any subsequent modification in the dates/timelines will be at the discretion of the Bank. SIDBI also reserves the sole right for carrying out any amendments/ modification/changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on the Bank's website www.sidbi.in and these will be binding on the Respondents.
- 1.16. **Communication on the RfE:** Recipients are required to direct all communications for any clarification related to this RfE, to the RfE Coordinators mentioned below:

Direct Credit Vertical email : cvg@sidbi.in

Shri Amitabh Mishra, DGM 0522 – 4259693, email : amitabh@sidbi.in

Shri S. Ganesh, AGM, 0522 - 4259762, email : ganesh@sidbi.in

Shri Ajit Kumar Patra, Mgr, 0522 - 4259616, email : ajitpatra@sidbi.in

Queries received up to the date and time specified in the section 'Important Information for RfE' will be responded by hosting the same on SIDBI's website. 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 respondent's response.

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 mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in SIDBI Charter are Financing, Promotion, Development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over time, aim to meet requirements of MSME sector which spans a wide spectrum constituting modern and technologically advanced units at one end and traditional units at the other.

SIDBI provides its services through a network of offices located all over India. Detailed information on the functions of SIDBI is provided on the website www.sidbi.in.

Since its inception, SIDBI has been playing an active role in promoting MSME sector and providing direct and indirect support to entrepreneurs across the journey of setting up and scaling of their enterprises.

SIDBI has played a very active and holistic role in the development of MSME ecosystem in the country. It has all along been endeavoring to bring institutional solutions. In its series of digital delight initiatives involving various portals such as www.sidbi.in, www.smallB.in, www.sidbistartupmitra.in and www.standupmitra.in, SIDBI has positioned www.udyamimitra.in as an universal enterprise loan portal. Besides credit and handholding services, portal enables convergence with aligned agencies thus, offering Credit plus solutions.

3. Scope of Work:

With a view to facilitate increased outreach to deserving MSMEs and to provide finance to such MSMEs at affordable rates, SIDBI invites Request for Empanelment (RfE) from Direct Selling Agent(s) having sufficient experience and proficiency for sale of financial products to eligible MSMEs, under various schemes of SIDBI, for an initial period of **two years** extendable as per the discretion of SIDBI.

MSMEs here would mean MSMEs as defined under the MSMED Act, 2006, as may be amended at any subsequent date. As per the Act, MSMEs are defined, as per details given below:

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to ₹25 lakh	Up to ₹10 lakh
Small	Upto ₹500 lakh	Upto ₹200 lakh
Medium	Upto ₹1000 lakh	Upto ₹500 lakh

Applications as per **Annexure I** are invited from the interested participants

3.1 a) Eligible entities:

Public / Private Limited Companies / NBFC – ND/LLPs/ PSUs / Govt. Organisations. All other entities viz. Proprietorship concerns, Partnership firms and individual DSAs etc. are not eligible to respond.

- The RfE is intended to empanel DSAs having geographical presence in at least two States, as per the location of SIDBI's branches indicated in **Annexure II**.
- Should be empaneled with at least two Banks / FIs
- The empanelled DSA should have office premises/ necessary infrastructure to perform the role envisaged.
- The DSA should have in-house capabilities including necessary infrastructural facilities to deliver the services as per the Scope of this RfE. The DSA shall not outsource / sub-contract any part of this contract / assignment except to its associate concerns where DSA has a direct control and such associate concerns are in specialized activities such as running call centre, data analytics, etc. In case of such associate concerns, the DSAs shall be solely responsible to SIDBI for all deliverables under the assignment including the outsourced / sub-contracted activities, if any.
- SIDBI shall not provide any resources for undertaking the assignment in terms of this RfE other than the fee as defined.
- SIDBI reserves the right to conduct site visit(s) to the offices of the DSA prior to empanelment.

3.1 b) Job Profile, Roles and Responsibilities of DSAs:

The selected / empaneled DSAs would be expected to:

- Understand all the Direct Finance Products of SIDBI and obtain leads on loan requirements of eligible MSMEs from various sources, viz. MSME associations, web

sites, print media, etc.

- Carry out end to end sales, starting from canvassing / publicising various schemes of SIDBI for generation of leads, conversion of leads into prospective customers, help prospective customers of SIDBI in filling up applications including electronic application forms and finally handing over / submitting the completed application forms along with KYC and other necessary documents / annexures to SIDBI, physically or in electronic form, as per requirements of SIDBI. It shall source applications only in respect of SIDBI schemes / products not having any concessional features relating to rate of interest.
- All the applications sourced by the DSA shall be lodged with the Regional Office (RO) of SIDBI under whose jurisdiction the MSME unit is located / proposed to be located. Based on the allocation of the application by SIDBI's RO to one of its branches, all subsequent follow-up and interaction for taking forward the application shall be undertaken by the DSA with that branch. SIDBI's ROs shall have the powers of reallocating the application to any other branch as its discretion at any stage of processing.
- In case of any gaps in the application/ documents found during the processing by SIDBI, it shall be the responsibility of the DSA to address the same to the satisfaction of SIDBI.
- The credit / technical appraisal and legal documentation will be done by SIDBI and sanction / rejection of the proposal will be at the discretion of SIDBI. Once the loan is sanctioned, the customer shall be required to come to the concerned office of SIDBI to execute the loan documentation. Before sanctioning the loan, pre- sanction visit to the unit shall be carried out by SIDBI officials and discussion shall be held with promoters of the unit either at the site /SIDBI's offices or any mutually agreeable location.
- The covering information sheet capturing the summary of application will be shared by the DSA in the format given in **Annexure III**. The DSA should ensure that any critical or sensitive information not captured in the format is separately provided. The completed application forms shall be delivered to SIDBI by the authorised staff/ employee of the DSA itself.
- To the extent possible, the DSAs may source applications from the industries having growth and prospects in their region.
- DSAs are not eligible for any fees, other than the fees as agreed and the DSAs should not accept/give any gratis or commission either from the loan applicants or from the promoters / representatives of MSME units.
- The DSAs shall not knowingly recommend / source the MSME loan proposals rejected by other Banks/ FIs (Financial Institutions) and shall employ the same high standard of care in performing the services as would be employed by SIDBI.
- DSAs should source proposals, only from MSMEs, who are not existing customers of SIDBI. The applications received by SIDBI either directly or applied through online or through any Govt. Sponsored Loans/Schemes/ are not eligible for any fee to DSAs.

- SIDBI reserves its right to change the project / assignment scope as given in this RfE, considering the size and variety of the requirements and the changing business conditions.
- The DSA should ensure that Contingency Plans are in place to ensure business continuity.

3.1 c) Locations

- The scope will cover SIDBI's branches at locations specified in **Annexure II**. The above services will be required across the country or at places as specified by SIDBI. SIDBI, at its sole and absolute discretion, may choose to avail all services or part thereof. Such decision may be taken by SIDBI after empanelment of DSA.

3.1 d) Fees payable

- The DSAs shall be paid service fee of 75% of upfront/processing fee received from MSME subject to maximum of ₹5 lakh per loan application sourced and sanctioned. The loan size shall be minimum of ₹10 lakh and maximum ₹2,000 lakh.
- Before effecting payment of fees, a declaration shall be obtained in writing from the applicant by the DSA and furnished to SIDBI that no fees or any consideration has been paid by the applicant to them.
- All applicable taxes on the fee will be paid by SIDBI. The DSA shall be responsible for deposit of all taxes, duties, levies, fees or charges in respect of the works as required for the assignment to concerned Government authorities. Also, TDS will be deducted from the payments to the DSA as per applicable laws.
- The DSAs shall claim the fees at monthly intervals from SIDBI for the sanctioned loans in which at least one disbursement has been made. While 25% of the fees shall be paid after the disbursement of at least 25% of sanctioned amount, balance 75% would be paid after full disbursement. In the event of any part cancellation of loan after release of first disbursement, the fee payable to the DSA shall be proportionately reduced.
- Payment of fees will be made by way of online credit/NEFT/RTGS to specified bank account of the DSA after deducting the applicable taxes at source.

3.2 Project Timeline

The Service provider should start operations as DSA within **30 days** from the date of award of the Contract. Non- adherence to this schedule may be taken as breach of contract.

4. Process of Selection

This enquiry is in the nature of Request for Empanelment (RfE) intended to result in the selection of a panel of DSAs. The responses received pursuant to this RfE will be evaluated as per the criteria specified in this document and discussion / presentations of the applicants meeting eligibility criteria with Selection Committee. The qualified DSAs will be placed on the panel of DSAs. The empaneled DSAs will be required to source duly filled application for loans to MSMEs under various Direct Finance Schemes of SIDBI.

The panel to be selected in pursuance of this RfE would be utilised **for a period of 2 years from the date of empanelment**, subject to Bank's review from time to time. If on review, it is observed by the Bank that the DSA is not delivering the service to the satisfaction of the Bank, Bank may at its sole discretion, discontinue the services of the DSA without assigning any reason.

This invitation to respond to the RfE is open to registered Private/Public Ltd Companies / NBFC-NDs / LLPs / PSUs / Govt. Organisations, having geographical presence in one or more locations in specified centers with a minimum experience of 2 years as financial product selling agent, consultancy, project planning, etc and complying with the following eligibility criteria.

4.1 Eligibility

List of the qualifying parameters and supporting documents that need to be submitted are given in table below. Along with these documents, the respondent must also submit "Undertaking" as per Annexure IV.

Sl.No.	Eligibility Criteria	Supporting Documents Required									
1	The Respondent / Agency / Service Provider should have been in existence in India since April 01, 2017 or earlier. The Service Provider should be a Private/Public Ltd Company / NBFC-ND / LLP / PSU / Govt. Organisation etc. incorporated in India.	Self-certified copy of Certificate of Incorporation / registration certificate to be furnished along with Memorandum & Articles of Association or equivalent document clearly indicating the function of DSA as one of the main objectives.									
2	Have Net Income not less than ₹200 lakh per annum during last financial year from the activities as DSA.	Audited financial statements for last 2 FYs to be furnished. Wherever, audited financial statement is not available (only for FY 2019), CA certified Provisional Financial Statements should be submitted.									
3	Should have a positive Earnings Before Interest Depreciation, Tax and Amortisation (EBIDTA) for the last 2 financial years.	Self-certified EBITDA statement (i.e earnings before interest, taxes, depreciation, and amortisation- used as an indicator of overall profitability of business) shall be furnished for the last 2 financial years in the following format. Amount ₹ in lakh <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th>FY 2018</th> <th>FY 2019_</th> </tr> </thead> <tbody> <tr> <td>Sales / turnover</td> <td></td> <td></td> </tr> <tr> <td>EBITDA</td> <td></td> <td></td> </tr> </tbody> </table>		FY 2018	FY 2019_	Sales / turnover			EBITDA		
	FY 2018	FY 2019_									
Sales / turnover											
EBITDA											

		If financial statements for FY 2018-19 are CA certified provisionals, the DSAs shall furnish audited financial statements latest by October 31, 2019. In case of adverse variance beyond 20% or negative EBITDA in the above figures between the provisional and audited financials, SIDBI reserves the right to remove the DSA from its panel.
4	The Respondent / Agency / Service Provider must have a direct experience of providing DSA services to at least two Scheduled Commercial Bank (excluding Co Operative & Regional Rural Banks) / Financial Institutions/NBFCs-NDs. Sub-contracted services will not be considered as experience.	Copy of all the work orders and / or certificate of work mentioning the name of the Bank / Financial Institution/NBFCs-ND to be furnished.
5	The DSA should have sufficient number of executives/ persons to cover all branches of SIDBI proposed to be covered under the arrangement and team size should be commensurate with the business assurance made by the DSA.	A Self certified letter to the effect to be furnished.
6	The Respondent / Agency / Service Provider should be operating in similar service / business at least for the past 12 months.	Copy of work orders and / or Certificate of completion of the work for last 12 months to be furnished.
7	The Respondent / Agency / Service Provider should have presence in the locations where the agency proposes to operate.	List of Offices, Contact Person & contact details may be furnished.
8	The Respondent / Agency / Service Provider should have received fees / consideration for the services rendered in respect of sourcing, sanction and disbursement of loans under MSME segment for the FY ending March 31, 2019 from lending agencies.	(i) Copy of the bills charged to the existing clients to be furnished indicating the particulars MSME customer(s). (ii) Documentary evidence in respect of at least three customers being MSME viz. copy of balance sheet extract of plant & machinery or Udyog Aadhar Memorandum to the satisfaction of SIDBI. (iii) Details of relevant engagements as per Annexure VI
9	The Respondent / Agency / Service Provider should have well trained staff with minimum banking & finance knowledge.	A Self certified letter along with supporting evidence thereof for the resources to be furnished. The Service Provider has to ensure that Direct Selling Agents (DSAs) should adhere to the guidelines issued by RBI / IBA as may be applicable from time to time.
10	The Respondent / Agency / Service Provider and their Directors should not have been penalised or found guilty in any court of law and the service provider shall not have been blacklisted /	Self-Certification by the Service provider on Company's letter head to be provided. However, SIDBI shall have the right to

	debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impact or compromise the delivery of services required.	independently verify the same. (Annexure V)
11	The Respondent / Agency / Service Provider and their Directors have not defaulted to any Banks/FIs, etc. within the jurisdiction of India	A self-certified letter along with latest CIBIL commercial / consumer report to be submitted.
12	The respondent Should have fulfilled its tax obligation to the Govt (other than disputed). The agency / respondent should have a valid i) PAN, ii) GST Registration No. & iii) TIN/CIN as applicable	A certificate issued by Company Secretary or CA to be furnished. Attested copies of all certificates & KYC need to be submitted.
13	The Respondent / Agency / Service Provider should submit a declaration validating that the Outsourced persons deployed by the respondent do not have any negative track record (non-performance / fraudulent activities)	Self-Declaration by the Service provider on Company's letter head to be furnished.
14	The Respondent / Agency / Service Provider should submit a certificate to the effect that the respondent is not owned or controlled by any director/officer/employee of SIDBI or their relatives.	Self-Declaration by the Service provider on Company's letter head (Annexure VII) .

4.1 c) Terms of Empanelment for DSA agency:

I. Business target: DSAs are required to source at least two applications worth ₹200 lakh per month in aggregate. The services of DSA could be reviewed for termination if the DSA fails to bring in minimum business as above consecutively for 6 months.

II. Terms of Empanelment:

1	DSA to ensure due diligence of its employees, who would be performing the DSA functions.
2	DSAs and its employees / executives should follow code of conduct of IBA or any other codes set by Bank in this regard from time to time.
3	DSA should be a Private/Public Ltd Company / NBFC-NDs / LLPs / PSUs / Govt. Organisations etc. incorporated in India
4	DSA should not been penalised for an offence connected with any proceeding under the Income Tax Act 1961, Gift Tax Act 1958, etc.
5	The DSA shall furnish a list of employees to be deployed for SIDBI's assignment along with their experience / period of association with the DSA.
6	Empanelment of DSAs will be purely on contractual basis.
7	Independent report may be obtained from the Banks / FIs at SIDBI's discretion, where the DSA is already empaneled.
8	KYC compliance of DSAs and its Directors / Partners will be done.
9	The names of DSAs and its directors / partners / promoters, etc should not appear in the latest list of CIBIL / RBI / Caution Advice and Terrorist Organisations, etc.
10	The approval for appointment of DSAs shall be for two years. The same shall be reviewed after 2 years for fresh agreement based on the guidelines that prevail at the time of renewal.
11	Performance of DSAs will be reviewed periodically by HO of SIDBI.

12	Local offices of DSA will be under the administrative control of various Regional Offices (ROs) covering the centres of their presence.
13	Regional Offices of SIDBI will issue a Photo ID Card to marketing executives of DSAs to carry / display while visiting prospective clients on behalf of the Bank.
14	Employees of DSAs, assigned for SIDBI's work should not have been removed / dismissed from service (previous employment) earlier. For this purpose, appropriate relieving certificate to be provided wherever applicable.
15	The DSAs shall not employ any person who has been convicted of any offence and / or sentenced to a term of imprisonment
16	DSAs should not have been black listed or penalised for any misconduct in professional capacity by any of the Banks / FIs / Statutory authorities.

4.2 Role of SIDBI:

SIDBI shall familiarise the employees / officials of the DSAs on SIDBI's loan products to be handled by the DSAs. This would consist of familiarisation with (i) norms and financial parameters of each scheme / product, (ii) filling up of the application forms, both electronically and otherwise and (iii) general guidelines governing the loan process.

4.3 Selection:

The selection of eligible DSA shall be purely based on the highest score obtained. SIDBI reserves the right to suitably reduce the minimum score required to empanel atleast ten numbers DSA or to enure that all its specified branches are covered under the arrangement.

4.4 Disqualification:

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) Been declared ineligible by the Government of India /State / UT Government / regulator 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 the Head Office of SIDBI on or before the timeline mentioned in the Important Information for RfE given at beginning of this RfE.

5.2 RfE response documents:

-

The Respondent shall submit the sealed application as detailed below:

- The sealed envelope shall be marked clearly: Proposal for – “Empanelment of DSAs (Direct Selling Agents)”;
- The envelope shall contain the application along with all annexes and forms / letters and copies of documents duly marked “Original”.
- The e-mail address and phone/fax numbers of the Respondent should also be indicated on the sealed envelope;
- All correspondence will be in Hindi/English. All forms may please be filled in Arial 12 Font in double spacing format. The application shall be typed in indelible ink and shall be signed by the Respondent or a person or persons duly authorised by the respondent to bind the respondent to the process. The person or persons signing the Proposals shall initial all pages of the application. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the application. The Bank reserves the right to reject the application not conforming to the above.
- The Respondent shall submit the application properly in a file ensuring that the papers are not loose. All the pages of the application 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.
- The envelope should also contain a softcopy of the application with all the annexes and forms / letters in pdf format in a pen drive.
- It should be noted that in case of any discrepancy in information submitted by the Respondent in hard-copy and soft-copy, the hard-copy will be given precedence. The application should not contain any pricing information whatsoever on the services offered.
- The Bid must be submitted to the Bank at the following address:

The General Manager
Direct Credit Vertical
Small Industries Development Bank of India
SIDBI Tower, 15 Ashok Marg
Lucknow – 226001
Uttar Pradesh

5.3 Rules for responding to this RfE

- 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. The Bank reserves the rights to undertake steps to verify the contents of the offers received in response to this RfE including undertaking of due diligence exercise on the applicant Respondents at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming 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.
- vii. All submissions, including any accompanying documents, will become the property of the Bank. The Respondent 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, to disclose the contents of the submission to other respondents 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 Respondent in the submission or accompanying documents.

* * *

6 Evaluation of Proposals

6.1 Opening of Proposals

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 at SIDBI, Head Office, Lucknow. During the opening of the proposals, the Respondents can depute an authorised 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 respondent, authorising him to represent and attend the Proposal opening on behalf of respondent 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.

6.2 Preliminary Scrutiny

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.

6.3 Evaluation Committee

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.

6.4 Conformance to eligibility criteria:

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.

6.4 (a) Evaluation will be based upon the following criteria:

S No	Criteria	Sub Parameter for score distribution	Maximum score
1	Constitution of the DSA	Private / Public Ltd. Company / LLP firm	5
		NBFC-ND / Govt. Organisation / PSU	10
2	The Respondent / Agency / Service Provider should have been operational in its present corporate form for at least 2 years, as on June 30, 2019	Upto 2 Years	5
		More than 2 upto 5 years	10
		More than 5 upto 10 years	15
		More than 10 years	20
3	The Respondent should have presence in at least 2 States with branch offices at the specified locations	Offices in 2 to 5 states	5
		Offices in 6 to 10 states	10
		Offices in 11 or more states	15

4	Directly Empanelled on the panel of Scheduled Commercial Banks (other than Co Operative Banks / RRBs) / Financial Institutions / NBFC-NDs	1 organisation	5
		Between 1 and 3 organisations	10
		More than 3 organisations	20
5	Average turnover for the FYs 2017-18 and 2018-19 from operations as DSA	₹200 lakh upto ₹250 lakh	5
		More than ₹250 lakh upto ₹400 lakh	10
		More than ₹400 lakh upto ₹500 lakh	15
		More than ₹500 lakh	20
6	Presentation by eligible applicants	Business Plan / Marketing Strategy	8
		Evidences presented for past performance and demonstration of ability to source eligible applications	4
		Any other impressive or innovative feature not covered above	3

The respondent with minimum score of **40** shall only be considered for empanelment.

Documentary proof needs to be provided for all the parameters of evaluation viz. constitution, existence, geographical presence, empanelment with SCBs (other than Co Op Banks / RRBs) / FIs /NBFC-NDs, etc

6.5 Notification of Outcome

Bank will notify the Respondents who have been empaneled 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.

* * *

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 empaneled DSA (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 Lucknow only.

7.4 Single Point of Contact

The Respondent selected for empanelment should have local offices in India and should provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no. etc. for all its offices handling SIDBI assignments. The local representative of the DSA shall however directly co-ordinate with the respective branch / Regional Office of SIDBI.

7.5 Authorised Signatory

The selected DSA (s) shall indicate the authorised signatories who can discuss and correspond with the Bank, with regard to the obligations under the process. The selected DSA (s) shall submit with application, a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director, authorising an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with the Bank. The DSA (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 by email and / or through SIDBI website.
- 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 on SIDBI's website.
- SIDBI may, at its discretion, extend the deadline for submission of proposals by issuing a corrigendum by way of hosting on SIDBI's website (www.sidbi.in).
- 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.

7.7 Erasures & Alterations

All details as required must be completely filled up for submitting the application by the respondents. All the corrections or alterations, if any, should be authenticated. There should be no hand-written material.

7.8 Confidentiality

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 DSA, premature termination of the empanelment, and / or legal action against the DSA for breach of trust. Empaneled DSA (s) shall have to sign a legal non-disclosure agreement with SIDBI before starting any assignment.

The DSA (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 of the respondent shall maintain strict confidentiality.

The DSA (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 Authorised personnel, except for purposes of performing the contract award. In case of breach, SIDBI shall take such legal action as it may deem necessary. The DSA has to maintain strict confidentiality even after completion/ termination of the empanelment.

7.9 Publicity

Any publicity by the DSA (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 except for conducting the assignments under the present RfE.

7.10 Responsibilities and Related Conditions of respondent DSAs

- a. Attention of respondents is drawn to the relevant and extant instructions of GoI, General Financial Rules (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 DSA 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 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 should 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 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 project, only in the areas of 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.
- i. The employees appointed by the DSAs shall abide by the guidelines as contained in the "Code of Conduct for DSAs" as prescribed by the Indian Banks Association (IBA) from time to time.
- j. The DSA shall ensure that, if so required, its employees deployed for SIDBI assignment under the RfE shall have qualified any course/skills training etc. as may be required in compliance of RBI or any other regulatory authority's stipulation at any point of time.

7.11 Expenses

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. in connection with submission of application/ clarifications and presentations by the respondent.

7.12 Dispute Resolution

SIDBI and the empaneled DSA 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 DSA 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 Lucknow. 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.

7.13 Statutory authority obligations, notices, fees & charges

The DSA shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or byelaw of any relevant authority which has any jurisdiction with regard to the assignment. The DSA would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the laws of India.

7.14 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Respondent recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.15 Assignment

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 empaneled DSA, 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 empaneled DSA undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. the agreement, if any, executed with the DSA after award of work shall be considered to be assigned to the new entity and such an act shall not affect the rights of SIDBI under the executed agreement, if any.

7.16 Representations and Warranties

The service provider hereby represents and warrants with SIDBI as of the date hereof, the following:

- k. That the service provider is not involved in any major litigation and no litigation or investigation is threatened against the service provider **OR** that the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the RfE.

- l. That the representations made by the service provider in its offer 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 RfE and unless SIDBI specifies to the contrary, the service provider shall be bound by all the terms of the RfE / contract. The service provider shall not suppress any information, which is within the knowledge of the service provider.
- m. That the service provider meets the requisite eligibility criteria as set out in RfE and has the requisite professional skills, personnel and resources/authorisations that are necessary for providing / rendering all such service(s) as are necessary to perform its obligations under the RfE.
- n. That all the representations and warranties as have been made by the service provider with respect to RfE are true and accurate, and shall continue to remain true and accurate through the term of the Contract.
- o. That the service provider has necessary power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary authorisation for execution, delivery and performance of the Contract.
- p. That neither the execution and delivery by the service provider of the Contract nor the service provider's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the service provider (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the service provider is a party.

7.17 No Agency

The Service(s) of the successful Respondent herein shall not be construed as any agency of SIDBI and there shall be no principal agency relationship between SIDBI and the empanelled Respondents in this regard.

7.18 Indemnification

Selected DSAs irrevocably and unconditionally hereby indemnifies and undertakes to keep SIDBI and /or its directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by SIDBI and or its directors, officers, employees, agents and representatives due to reason of (a) breach, misconduct, omission, or (b) negligence on the part of the Service providers and or its directors, employees, in the performance of the Services including, but not limited to, any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right. The Indemnification shall survive the expiry or termination of the agreement between the Service providers and the SIDBI.

7.19 Conflict of Interest

The service provider empanelled should ensure that there is no conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of the SIDBI while rendering services.

7.20 Termination

- a. In case the Respondent DSA is found to have misrepresented any of the facts in its application or subsequent to empanelment or has violated any of the terms set out in the RfE / subsequent agreement, if any, SIDBI shall have the right to remove such DSAs from its panel and initiate further action, including legal, as deemed necessary.
- b. Either side can terminate the contract by providing 30 days notice to the other party at their respective registered address without any reasons whatsoever.

8. Annexure(s)

Annexure – I: Application form for empanelment of DSA agency for sourcing MSME loan proposals

1. Name of Organisation :

2. Constitution : Private/Public Ltd Companies / NBFC-NDs / LLPs /
PSUs / Govt. Organisations

[Please enclose Registration Certificate, M&AOA in case of Private /Public Limited Companies etc. and RBI Registration Certificate (in case of NBFC-NDs) as applicable]

3. Business Address :

CITY State PIN CODE -

Telephone No. Fax No.

Mobile No of Key Person

Email Address: Website:

4. PAN NO / TAN NO /DIN NO / GST No:
(Enclose Copy of relevant ID)

5. Nature of Business : (Profile to be attached separately)

6. No. of years in the business :

7. States with DSA Offices : [Documentary evidence – Copy of latest phone /
electricity bill in the name of the company, lease agreement or title document(s), Bank
account statement, etc.]

8. No. of employees :
(including contractual)

9. No. of clients in your database: (give list separately)

10. Estimated business proposed to SIDBI (number of customers / Quantum of loans) in case
of empanelment in one FY

11. Give Your Brief Business Plan / Strategy for marketing MSME loans:

(Attach separate sheet, if necessary no exceeding 2000 words)

12. Premise Ownership (for Registered Office) : Owned / Rented / Carpet Area

13. CEO / Managing Directors' Residential Address:

CITY PAN NO –

Address Proof –

State

PIN CODE -

(Enclose Copies of PAN / Address Proof) (Use additional sheets if required)

14. Profile of CEO / Managing Director

15. Details of Main promoters / Directors

Sl. No.	Name	Qualification	Age / Experience (in years)	Shareholding in the applicant DSA (%)	Responsibilities in the applicant DSA

16. Financial Standing:

[₹ in lakh]

Particulars	31.03.2018 Audited	31.03.2019 Audited / Prov. (CA Certified)
Gross Fee income		
Net Profit after Tax		
Fixed Assets		
Depreciation		
Cash Accruals		
Tangible Net Worth		

(Enclose copies of Audited Balance Sheet/Profit & Loss Statement for the last 2 years)

17. Details of experience as DSA of Other Banks'

- Name of Bank/FI/ Pvt Bank/NBFC-FD :

Since When empaneled :
 Line of business :
 MSME Loan Proposals mobilised during last two years:
 Average Ticket Size :
 Commission rate :

Name of Bank/FI /Pvt Bank /NBFC-ND :

Since When empaneled :
 Line of business :
 MSME Loan Proposals mobilised during last two years:
 Average Ticket Size :
 Commission rate :

(Applicant must be empaneled with minimum two Bank/FI. If empaneled with multiple Bank/FI/NBFC-ND enclose additional sheets and supporting documents)

18. Details of Associate Concerns, if any

a) Name of the associate concern: Constitution:

Line of Business :

Name & telephone number of contact person :

b) Name of the associate concern: Constitution:

Line of Business :

Name & telephone number of contact person :

19 (a) Total No of Employee Details of DSA:

Sales / Marketing Executives	Tele Calling Employees	Others	Total Staff
------------------------------	------------------------	--------	-------------

19 (b) Total No. of Employees proposed to be deployed for our Bank in the following format.

Sales / Marketing Executives	Tele Calling Employees	Others	Total Staff
------------------------------	------------------------	--------	-------------

20 Any other information:

21 Declaration:

I/we hereby declare that the above information and the documents submitted in this regard are true, complete and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein immediately.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/we am/are aware that I/we will be held liable, at any stage my / our application is liable to be rejected and if already empaneled, the empanelment is liable to be terminated.

I / We, further declare that no criminal proceedings are pending against me/us.

(Seal and Signature of Managing Director/CEO)

I / We enclose the self-attested copies of the following documents along with above application and shall submit further documents required if any.

- 1.
- 2.

Signature of the applicant

Annexure – II: Location of SIDBI Branches

This invitation to respond to the RfE is open only to reputed and well established Private/Public Ltd Companies / NBFC-NDs / LLPs / PSUs / Govt. Organisations etc. incorporated in India having geographical presence in two or more States -

Regional Office	Location of SIDBI Branches	
AHMEDABAD RO	AHMEDABAD	GANDHIDHAM
	ODHAV	VADODARA
	MORBI	RAJKOT
	SURAT	VATVA
CHANDIGARH RO	CHANDIGARH	JALANDHAR
	YAMUNANAGAR	LUDHIANA
CHENNAI RO	AMBATTUR	KANCHIPURAM
	CHENNAI	COIMBATORE
	ERODE	KOCHI
	MADURAI	PUDUCHERRY
	TIRUPUR	
GUWAHATI RO	GUWAHATI	KOLKATA
HYDERABAD RO	BALANAGAR	BENGALURU
	BHUBANESWAR	HOSUR
	VISAKHAPATNAM	HYDERABAD
	MYSURU	PEENYA
	RAIPUR	VIJAYAWADA
JAIPUR RO	BHILWARA	JODHPUR
	JAIPUR	UDAIPUR
	KISHANGARH	BHIWADI
LUCKNOW RO	VARANASI	BHOPAL
	DEHRADOON	KANPUR
	LUCKNOW	PATNA
	RANCHI	RUDRAPUR
NEW DELHI RO	BAHADURGARH	FARIDABAD
	GURUGRAM	KUNDLI
	NEW DELHI	NOIDA
	BALLABGARH	
PUNE RO	AURANGABAD	INDORE
	KOLHAPUR	NAGPUR
	PUNE	PANAJI
	CHINCHWAD	VASAI
	THANE	NASIK

Annexure III - SIDBI MSME Loan - Customer Information

1. Name of the applicant unit:
2. Unit is proprietorship concern / partnership firm / Pvt Ltd Co./LLP/others:
3. Activity of the unit:
4. Name of the Main Promoter:
5. Mobile Number:
6. Email ID Address:
7. Application for Term Loan / Working Capital / Others:
8. Purpose of Loan:
9. Project Cost:
10. Means of Finance:
11. Brief Financials

Particulars	[₹ in Lakh]		
	31.03.2017 Audited	31.03.2018 Audited	31.03.2019 Audited / Prov. (CA Certified)
Turnover / Net Sales			
Net Profit after Tax			
Gross Fixed Assets			
Depreciation			
Cash Accruals			
Tangible Net Worth			

Signature of DSA & Date

Enclosures:

1. Application form
2. KYC documents
3. Annual accounts
4. Memorandum & Articles of Association / Partnership Deed, etc. as applicable
5. List / Index of other documents attached

Annexure – IV: Undertaking regarding agreement of all terms of RfE

(To be submitted on Respondent letter head)

Date:

To,
The General Manager
DCV,
SIDBI, HO, Lucknow

Dear Sir,

- 1) Having examined the RfE including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned qualify under the minimum eligibility criteria and offer to supply, 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 Respondent / Service provider / Agency	
2.	Registered Address	
3.	Website address	
4.	Nature of entity (private/ public etc.)	
5.	Name of Directors	
6.	Date of Incorporation	
7.	Details of authorised 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 on our own and not through any associate.
- 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 SIDBI in the format requested for. The information provided is correct and true to the best of our knowledge. 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 empaneled, we undertake to complete and deliver the whole of the works comprised in the RfE; comply with the delivery schedule as mentioned in the RFE and agree to abide by the General Terms and Conditions.

- 7) We agree to that RfE responses will remain valid for a period of 180 days from the date of RfE opening and our Offer shall remain binding on us and may be accepted by SIDBI 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 Request for Empanelment (RfE) does not commit SIDBI to reimburse the respondents for any costs incurred in submission of this proposal. All statements in this RfE and any pre-contract negotiations, understandings and agreements resulting from this RfE are preliminary; consequently, SIDBI has no obligation to us until a written contract is executed.
- 10) We agree that SIDBI is not bound to accept any proposal that 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 Participants
 - d. Not award the assignment to any of the Participants and / or recommence the entire process.
 - e. Contract with one or more Participants for any reasons whatsoever.
 - f. Modify the requirements and terms of this RfE and request revised proposals from some or all of the Participants.
- 12) We undertake to keep you informed of any events or happenings which would make us/me ineligible for empanelment or to continue thereon as a DSA.

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

Seal of Respondent

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

(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 M/s. (DSA) has not been penalised or found guilty 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 in India and abroad.

Further, this is to certify that / _____(name of company) and its directors / _____(name of LLP) and its designated and others partners do/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. On behalf of the(name of the company), the following is also undertaken :

- a. In case our company is empaneled, we undertake to complete the project within the scheduled time frame.
- b. We undertake that if empaneled, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Name:

Designation:

Date:

Annexure – VI: Format for Relevant Engagements

Please use the format below to provide information for which your Company was / is contracted for sourcing of applications for granting loans to MSMEs.

Name of the Client [Scheduled Commercial Bank (SCB) (other than Co Op Bank, RRB, etc) / FI / Pvt Bank / NBFC-ND]	
Description of the Major sourcing of applications for granting loans to MSMEs (Attach copy of the letters)	

Signature of Authorised Person of respondent

Full Name & Designation of Authorised Person

Date:

Seal of Respondent

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

(On letterhead of the respondent)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that _____ (name of Company) and its directors _____ (name of LLP) and its designated and other partners is/are not a related party to SIDBI as per the provisions of Companies Act 2013.

Name:

Designation:

Date: