एमएसएमई के लिए प्रासंगिक विषय पर अध्ययन हेतु एजेंसी / संस्था के

सूचिकरण के लिए अनुरोध [**RfE**]

Request for Empanelment [RfE] of agencies/ Institutions for Carrying Out

Studies on Topics Relevant to MSMEs

**निविदा सं. :** **2020DEC26/T002184782** **दिनांक 27 दिसंबर, 2019**

**Tender No. : 2020DEC26/ T002184782 dated December 27, 2019**

**भारतीय लघु उद्योग विकास बैंक**

**संवर्द्धन एवं विकास उद्-भाग**

**3री मंजिल, आत्मा राम हाउस**

**1, टोलोस्टोय मार्ग, क्नाट प्लेस, नई दिल्ली – 110001**

**Small Industries Development Bank of India**

Promotion & Development (P&D) Vertical,

3rd Floor, Atma Ram House,

1 Tolstoy Marg, Connaught Place, New Delhi - 110001

वेबसाइट / Website: https://[www.sidbi.in](http://www.sidbi.in)/

**दस्तावेज़ की कीमत /Price of the document:** Rs.1,000**/-**

***यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (SIDBI) की संपत्ति है। यह सिडबी की लिखित अनुमति के बिना किसी भी माध्यम, इलेक्ट्रॉनिक या अन्यथा, पुनर्प्रस्तुत, वितरित या अभिलिखित नहीं किया जा सकता है। इस दस्तावेज़ में उल्लिखित सामग्री के उपयोग, यहाँ तक कि निर्दिष्ट उद्देश्य के अतिरिक्त, किसी भी अन्य उद्देश्य के लिए अधिकृत कर्मियों / एजेंसियों के लिए भी कड़ाई से निषिद्ध है, क्योंकि इसे कॉपीराइट का उल्लंघन समझा जाएगा और इस प्रकार यह भारतीय कानून के अंतर्गत दंडनीय होगा।***

***This document is the property of Small Industries Development Bank of India (SIDBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without SIDBI’s written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.***

**बोली हेतु आमंत्रण / INVITATION TO BID**

## प्रस्तावना एवं आवश्यकताएँ / Introduction and Requirement:

भारतीय लघु उद्योग वि कास बैंक अधिनियम, 1989 के माध्यम से स्थापित निगम भारतीय लघु उद्योग विकास बैंक (सिडबी) एमएसएमई क्षेत्र के संवर्द्धन, वित्तपोषण और विकास के लिए प्रमुख वित्तीय संस्थान के रूप में कार्य करता है और यह इस प्रकार की गतिविधियों में संलग्न संस्थाओं के कार्यों में समन्वय भी करता है। सिडबी की भूमिका और इसके प्रकार्य इसकी वेबसाइट https://[www.sidbi.in](http://www.sidbi.in)/ में विनिर्दिष्ट हैं।

Small Industries Development Bank of India [SIDBI], a corporation established by the Small Industries Development Bank of India Act, 1989, acts as the principal Financial Institution for promotion, financing and development of the MSME sector and also to coordinate with institutions engaged in similar activities. The role and function of SIDBI are given in its website https://[www.sidbi.in](http://www.sidbi.in)/ .

बैंक, अवधि और शर्तों के पैरा 6 (कार्य का दायरा) के अनुसार सिडबी की आवश्यकता के अनुसार एमएसएमई के लिए प्रासंगिक विषय पर अध्ययन हेतु एजेंसी / संस्था के सूचिकरण के लिए आवेदन आमंत्रित करता है।

The Bank invites request for empanelment / bid from agencies / Institutions for carrying out studies on the topics relevant to MSMEs as per SIDBI requirement as per para 6 (Scope of Work) of Term and Conditions.

आपसे अनुरोध है कि आप अपनी बोली संलग्न अनुलग्नकों और प्ररूपों में उल्लिखित अनुसूची तथा नियमों और शर्तों के समनुरूप विधिवत रूप से प्रस्तुत करें।

You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in Annexures and formats attached.

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## 2. महत्वपूर्ण सूचना / Critical Information:

|  |  |  |
| --- | --- | --- |
| **S.No.****क्र.सं.** | **कार्यक्रम / Events** | **विवरण/ Particular / दिनांक और समय/ Date & Time**  |
| 1 | उद्देश्य / Purpose  | एमएसएमई के लिए प्रासंगिक विषय पर अध्ययन हेतु एजेंसी / संस्था के सूचिकरण के लिए अनुरोध (RfE)Request for Empanelment [RfE] of agencies/ Institutions for Carrying Out Studies on Topics Relevant to MSMEs |
| 2 | आवेदन शुल्क / Application Fee  | All the responses must be accompanied by a Nonrefundable application fee of Rs. 1,000/- (Rupees One Thousand only) for empanelment of Agency/ institutions. |
| 3 | बोली-पूर्व बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting/  | 31 **दिसंबर**, 2019 को अपराह्न 5.00 बजे / December 31, 2019 by 05:00 pm |
| 4 | बोली-पूर्व बैठक / Pre Bid meeting | 03 जनवरी, 2020 को अपराह्न 15.00 बजे / January 03, 2020 at 15:00 pm (SIDBI New Delhi office) |
| 5 | Last date for submission of bids/ बोली जमा करने की अंतिम तिथि | 17 जनवरी, 2020 को अपराह्न 5.00 बजे / January 17, 2020 at 05.00 pm |
| 6 | Address for Bid Submission / pre-bid / बोली जमा करने का पता | उप महाप्रबन्धक (पीएंडडी वर्टिकल)भारतीय लघु उद्योग विकास बैंक,संवर्द्धन एवं विकास उद्-भाग3री मंजिल, आत्मा राम हाउस 1, टोलोस्टोय मार्ग, क्नाट प्लेस नई दिल्ली – 110001 दूरभाष: 011-23448403Deputy General Manager (P&D Vertical)Small Industries Development Bank of IndiaPromotion & Development Vertical3rd Floor, Atma Ram House, 1 Tolstoy Marg, Connaught Place, New Delhi - 110001Ph: 011-2344840 |
| 7 | न्यूनतम व तकनीकी बोली खोलने की तिथि व समय / Date & Time of Opening of Minimum Eligibility bid  | 20 जनवरी, 2020 को अपराह्न 3.30 बजे / January 20, 2020 at 03.30 pm |
| 8 | बोली के वैद्यता / Bid Validity | बोली जमा करने की अंतिम तिथि से 180 दिन तक|**180 days** from the last date of bid submission. |
| 9 | बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ /Presentations to be made by bidders | बोलीदाताओं को प्रस्तुति देने का प्रबंध करना होगा। जिसकी तिथि बोली प्रस्तुत करने के बाद सूचित की जाएगी। The bidders are required to arrange for Presentation. Date would be intimated after bid submission. |
| 10 | **सिडबी अधिकारियों के संपर्क विवरण / Contact details of SIDBI officials** |
|  |

|  |  |  |
| --- | --- | --- |
| रचना गुप्ता Ms Rachana Gupta | श्री देव कुमारShri Dev Kumar | श्री अभिजीत दासShri Abhijit Das |
| 011-23448409/rachanag@sidbi.in  | 011-23448403/ devkumar@sidbi.in | 011-23448352/abhijitdas@sidbi.in |

 |
| 11 | स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) केंद्रीय सतर्कता आयोग द्वारा नियुक्त / Independent External Monitor (IEM) appointed by the CVC | श्री अशोक कुमार सिन्हा, (आईएएस, सेवानिवृत्त)13 ययाति, सेक्ट.58ए, नेरुल (पश्चिम),पाम बीच रोड, नवी मुंबई – 400706मोबाइल: 9821844044asinha51@gmail.comShri. Ashok Sinha, (IAS retd.)13 Yayati, Sect-58A, Nerul (West),Palm Beach Road,Navi Mumbai - 400706Mobile : 9821844044asinha51@gmail.com |
| 12 | सिडबी की वेबसाइट / Website of SIDBI | https://[www.sidbi.in](http://www.sidbi.in)/ |

## Instruction to Bidders

## Information Provided

##  The RfE document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RfE document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RfE document.

## Disclaimer:

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

## Costs to be borne by Respondents

##  All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

## No Legal Relationship

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

## Recipient Obligation to Inform Itself

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

## Evaluation of Offers

##  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 any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFE document that it has not relied on any idea, information, statement, representation, or warranty given in this RFE document.

## Acceptance of Empanelment Process

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

## Errors and Omissions

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

## Acceptance of Terms

##  Recipient will, by responding to SIDBI for RfE, be deemed to have accepted the terms as stated in this RfE.

## Requests for Empanelment

## Recipients are required to direct all communications (including pre-bid queries) related to this RfE, through the Nominated Point of Contact persons.

## SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfE closes and all such information and material provided will be taken to form part of that Respondent’s response.

* + 1. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfE could be conveyed promptly.
		2. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
		3. SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfE closes to improve or clarify any response.

## Notification

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

## Information to Bidders

## Bid Price:

## Non-refundable Bid Price of Rs.1,000/- (Rupee One Thousand only) by way of Banker’s Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring ‘Small Industries Development Bank of India’, payable at Delhi, must be submitted along with RfE response.

## The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RfE response.

## Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) are exempted from bid price.

* 1. **Public Procurement Policy for MSEs:**
		1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of Micro, Small and Medium Enterprises (MSME), GoI. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
		2. Such MSEs would be entitled for exemption from furnishing tender fee . In case of any issue on the subject matter, the MSE’s may approach the tender inviting authority to resolve their grievances. Agencies/ Institutions desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFE.
		3. Bidder is required to inform its MSME status as per following definition, if applicable.

|  |  |  |
| --- | --- | --- |
| EnterpriseCategory | Manufacturing(Original Investment in P&M) | Services(Original Investment in Equipment) |
| Micro | Up to Rs 25 lakh | Up to Rs 10 lakh |
| Small | Up to Rs 500 lakh | Up to Rs 200 lakh |
| Medium | Up to Rs 1000 lakh | Up to Rs 500 lakh |

* 1. **Pre Bid Meeting:**
		1. The Bank shall hold a pre-bid meeting on the date and time mentioned in ‘Critical Information’ section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RfE being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
		2. It would be the responsibility of the Bidders to be present at the venue of the meeting.
		3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the ‘Critical Information’ section. Bank has discretion to consider any other queries raised by the bidder’s representative during the pre-bid meeting.
		4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (https://[www.sidbi.in](http://www.sidbi.in)/) website and Central Public Procurement Portal (CPPP) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
		5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
	2. **Amendment to the bidding documents:**
		1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
		2. The amendment will be posted on Banks website https://[www.sidbi.in](http://www.sidbi.in)/ and CPPP (eprocure.gov.in).
		3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
		4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

## Bid validity:

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

## In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

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

* 1. **Language of Bid:**

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

* 1. **Submission of Bids**
		1. The bids must be received by the Bank at the specified address not later than date mentioned in ‘Critical Information’, given in the beginning of this document.
		2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
		3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## Modification And / Or Withdrawal of Bids:

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

## The Bid modification or withdrawal notice must be on bidder’s letterhead, signed and sealed. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

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

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

# Request for information:

# Recipients are required to direct all communications for any clarification related to this RfE, to the nominated officials and must communicate the same in writing by the time mentioned in ‘Critical Information’ section before. No query / clarification would be entertained over phone.

# All queries relating to the RfE, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

# However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

# The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RfE closes and all such information and material provided must be taken to form part of that Respondent’s response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

# The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfE closes to clarify any response.

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

* 1. **Disqualification**

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

* 1. **Pre Contract Integrity Pact (IP)**

IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-XV** on the letter head of the Company. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Letter of Intent for awarding of contract.

* 1. **Important**

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

* + 1. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
		2. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
		3. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
		4. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
		5. The RfE is floated on SIDBI website https://[www.sidbi.in](http://www.sidbi.in)/ and Central Public Procurement Portal (CPPP) at eprocure.gov.in. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfE will be posted on SIDBI website and CPPP. Bidders must have close watch on SIDBI website and CPPP during the intervening period before submitting response to RfE.
		6. The bidder cannot quote for the project in part.
		7. Each bidder shall submit only one proposal.
	1. **Details of Bids to be submitted**
		1. Bidders are required to submit their responses in one envelope, with contents of each as under:

| **Envelope****No.** | **Bid Contents** | **No. of Copies** | **Label of Envelope** |
| --- | --- | --- | --- |
| **I** | **Minimum Eligibility Bid/ Technical Proposal**1. Bid Covering letter / request for empanelment as per format prescribed in **Annexure-I**
2. Response as per Application in **Annexure-II**
3. Response to Minimum Eligibility / technical proposal as per format prescribed in **Annexure-III.**
4. Declaration regarding clean track record, as per format prescribed in **Annexure-IV.**
5. Letter of competence as per format prescribed in **Annexure-V.**
6. Letter of Conformity as per format prescribed in **Annexure-VI**
7. Statement of deviations as per **Annexure-VII**
8. Non-disclosure Agreement as per **Annexure-VIII**
9. Bank Mandate Form as per format prescribed in **Annexure – IX**
10. DDs/Instruments towards bid price **Annexure X**
11. Conformity of Hardcopies in **Annexure - XI**
12. Power of Attorney as per format prescribed in **Annexure - XII**
13. Pre-Contract Integrity Pact as per format **Annexure – XIII**
14. Format in respect of work with Govt./ semi-Govt/ autonomous bodies/ multilateral agencies for last three years – **Format I**
15. Format in respect of work with Private organization/ other institutions for last three years – **Format II**
16. Format in respect of empanelment with Govt./ semi-Govt/ autonomous bodies/ multilateral agencies– **Format III**
17. Format for satisfactory conduct – **Format IV**
18. Format for financial information – **Format V**
 | Hardcopy – 1 and Soft copy on pen drive | “Minimum Eligibility – Empanelment of Agencies/ Institutions for carrying out studies on topics relevant to MSMEs, **RfE No.: 2020 DEC2020/ T002184782 dated December 27, 2019**  |

* + 1. The Bid shall be typed or written in indelible ink, all pages numbered and signed by Authorized signatory of the response.
		2. Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
		3. The Bidder shall seal the bids in non-window envelopes, super-scribing the nature of bid (i.e. pre-qualification/minimum eligibility). All the individual envelopes must be super-scribed with the following information as well (i) Nature of Bid, (ii) Name of the bidder, (iii) Contact Name, (iv) Contact Number and (v) e-mail id.
		4. If the envelope(s) are not sealed and marked as indicated, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
		5. The RfE is hosted on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfE will be posted on Bank web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfE.
		6. Each of the envelope(s) shall be addressed to the Bank at the address given below:

The Deputy General Manager (P&D Vertical)

Small Industries Development Bank of India

Promotion & Development Vertical

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# Background

About 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. Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions (PLIs), such as, banks, State Financial Corporations (SFCs), etc. for onward lending to MSMEs and (b) direct assistance in the niche areas with thrust on MSEs.

SIDBI has reoriented its focus on MSEs by adopting SIDBI Vision 2.0. It is a strategic initiative by SIDBI aimed at accelerating effort to serve MSME domain by transforming its current role to that of an All India Financial Institution that can create an integrated credit and development support ecosystem for Indian MSEs, thus promoting their growth.

SIDBI envisions to strengthen enterprise ecosystem through interventions and engagements, which are innovative, inclusive and impactful. While SIDBI has initiated a host of new measures on policy advocacy, reducing the landed cost to unserved segments, enterprise contact and exposure programmes, and promoting micro enterprises at rural/unserved areas, it has unleashed Mission Swavalamban to foster entrepreneurship culture in the country. SIDBI is conducting or participating in national/regional events/advertisements/exhibitions on regular basis to disseminate its promotion & development engagements as also initiatives taken along with its associate/subsidiaries.

Mission Swavalamban and need for assignment

MSME play an important role in the economy growth. MSMEs got a major emphasis in the latest Budget though various provisions like interest subvention, creating payment platform, pension benefit to retailers/ shopkeepers etc. These initiatives enhances Ease of Doing Business for MSMEs. MSMEs have to enhance their governance standards including complying with environmental and social compliance norms. The operative environment keep changing with international trade practices and decisions. Acclimatization and balancing /strategizing their strategy is need of the hour.

MSMEs, as they are evolving, have to align with local, regional and national operative environment. When they graduate from Micro to Small or Small to Medium, they have to compete with better governed entities. Those who are not complying with change management requirement end up in losses or closing down. Particularly, challenge lies with MSEs and those in handloom, traditional, artisanal clusters.

The report of the Expert Committee on Micro, Small and Medium Enterprises, chaired by Shri U. K. Sinha identified Policy and institutional interventions, accelerating growth and enabling formalization, addressing infrastructural bottlenecks, facilitating capacity building, facilitating access to credit and risk capital, Technological interventions, enabling market linkage with public procurement platforms etc. for strengthening MSME Ecosystem. Accordingly, it is required to further engage in these areas by FIs/ other stakeholder actively participating in the growth of MSMEs.

For the growth of the MSMEs, it is important to address emerging issues/ problems of MSMEs on real time basis and provide solutions. Doing so shall help in replicating good practices of some, in other areas.

It has been observed that easing access to information / knowledge shall be key to evolving of competitive MSEs. As MSEs operate in an ever changing and challenging situations, it is important that timely assessment of pains (if any) or leveraging opportunities around that is attended. A study / paper taking stock of the situation, finding practical solutions/strategy (even for preparing them in advance) and building capacity of the eco system is warranted.

# Scope of Work:

# In order to continue the efforts aimed at improving the work environment of MSMEs, we are planning to empanel national level institutions for developing need-based policy papers/ studies/ assessment reports on various emergent topics (to be identified/ shared from time to time).The subject for studies shall be decided on the basis of requirement of the sector and in consultation with Government / policy makers / stakeholders / agency, etc. on quick disposal basis with low cost model.

**6.2** Partner institution shall be responsible for undertaking following activities:

* Assess MSME eco-system and identify areas for development and growth of MSMEs.
* Prepare & finalize term of references for studies on specific topics (as advised by SIDBI) in consultation of SIDBI.
* Study will be carried out mainly based on secondary data. However, primary sources to be invariably used to validate the same.
* Undertake brainstorming sessions/ roundtable/ workshops among key stakeholders (including Govt., policy makers/industry association/ networks/ beneficiaries) and finalize the policy prescriptions.
* analyze international good practices available for addressing the identified issues and suggest how those practices may be recommended in Indian scenario
* Suggest plan of action for attending the issues at different levels viz. policy level/ institutional level/ MSME level.
* Draft report shall be shared for inputs and finalized in consultation with SIDBI
* The report should be in digital format (e-book) and in case SIDBI decides for sharing the printed report, the print quality of document shall be of international publication standards.

# Deliverables:

* Carry out quick studies following methodology as agreed mutually.
* Submit Report within stipulated timeframe.
* Report should contain recommendations/ action plan at MSME level, Financial Institution / stakeholders Level and Policy level.
* Deliver printed copies of document and Pen Drive to SIDBI within 7 days from the date of approval of the final report by SIDBI.
* Agencies/ Institutions are required to complete the assignment within shortest possible time (generally 3 months) as agreed mutually.

6.4 Minimum Eligibility criteria:

**MINIMUM ELIGIBILITY AND EVALUATION CRITERIA**

The Bank has fixed the minimum eligibility requirement and the process of selection in the RfE. The Tender applications of the Bidders will first be evaluated against the stipulated eligibility criteria of the Bank as mentioned below:

|  |  |
| --- | --- |
| **Eligibility Criteria** | **Supporting documents required for compliance** |
| The agency should have been in existence in India for atleast 3 years (April 01, 2016). The agency should be a Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC (Multi National Company) / Public Limited Company / Society / Trust / Section 8 company registered or incorporated in India/ autonomous body etc. (It should not be an Individual / Proprietary Concern / HUF etc.) | Self-certified Certificate of Incorporation / Constitutional Documents to be furnished. |
|  |  |
| Minimum 3 years of demonstrated experience in carrying out studies relevant to MSMEs/ related fields. | A Self certified letter along with details of the project undertaken in the mentioned areas (also share the soft copies of the reports in Pendrive). |
| * Knowledge of MSMEs ecosystem/ policies/ practice
* Should have experience of designing and carrying out market research using both quantitative and qualitative methodologies
* ability to undertake research on a national basis, to manage a range of sub-contractors and forge effective partnerships at national level.
* Proven professional experience in undertaking policy review and analysis
* Ability to work with diverse stakeholders in international development including multilaterals, private sector, think tanks and development organizations
 | * A letter with a write-up of around 500 words along with supporting evidence thereof including mention of minimum 5 studies undertaken (value of those studies should also need to be mentioned) and minimum 5 studies undertaken on the topics related to MSME domain
 |
| * Value/time of assignment
 | * Mention minimum 3 assignments of lowest value and 3 assignment of highest value alongwith time taken for these studies in last 5 years
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| * Existing team working on MSME specific projects/ studies (Team leader with minimum 10 years of experience, subject matter expert, other team members, field persons etc.)
 | * The team may comprise of subject matter experts / Government sector experience / industry experts having similar experience.
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1. **Evaluation Methodology and Process**

#  OPENING OF MINIMUM ELIGIBILITY Bid

* + 1. Bids received within stipulated time, shall be opened as per schedule given in the ‘Critical information’ sheet.
		2. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder’s representative to be present at the time, on the date and at the place specified in the tender document. The bidders’ representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
		3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, bank at its discretion will proceed further with opening of the bids in their absence.

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

* 1. **PRELIMINARY EXAMINATION:**
		1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
		2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
		3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
		4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
		5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
	2. **EVALUATION OF ELIGIBILITY CRITERIA:**
		1. The Screening Committee shall evaluate the capabilities of the agencies/ institutions based on their profile and the criteria mentioned in point no. 6.4.
		2. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the ‘Eligibility Criteria’ section. Bids not complying with any of the eligibility criteria are liable to be rejected.
		3. Successful bids out of this stage would be considered for empanelment.
		4. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won’t be considered as credentials towards satisfying eligibility criteria.
	3. **EVALUATION OF ELIGIBILITY CRITERIA**
		1. SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
		2. Bid on Eligibility Criteria cum technical proposal would be evaluated on the parameters as below.

**First stage of evaluation (bid document )**

|  |  |  |
| --- | --- | --- |
|  | **Information** | **Weightage/ scores** |
| **Eligibility Criteria cum technical valuation (75 marks)** |
| 1 | Competency and expertise Knowledge of MSMEs ecosystem/ policies/ practice  | 15 |
| Demonstrated experience in carrying out studies relevant to MSMEs/ related fields.  (5 Studies – 5 marks, one additional mark for each additional study, maximum 10) | 10 |
| 2 | Understanding of terms of references (ToRs) | 20 |
| 3 | Experience and composition of team (Team leader with experience of 5 yrs – 5 marks,  Team leader with experience of upto 10 yrs – 8 marksTeam leader with experience of more than 10 yrs – 10 marks) | 10 |
| 4 | Similar studies / research carried out for Government / semi-government / autonomous bodies / multilateral organizations (3 Studies – 5 marks, 5 studies – 8 marks,  More than 5 studies – 10 marks)  | 10 |
| 5 | Similar studies / research carried out for private organizations / other institutions  (3 Studies – 2 marks, More than 5 studies – 5 marks) | 5 |
| 6 | Empanelment with Government / semi-government / autonomous bodies / multilateral organizations(3 organizations – 3 marks, More than 3 organizations – 5 marks) | 5 |

**Second Stage of Evaluation :**

|  |  |  |
| --- | --- | --- |
| **S.** **No.**  | **Criteria Description**  | **Maximum Marks**  |
| **1**  | Presentation on capability statement / prior experience / understanding of scope / offered methodology  | 25 |

The Bank would request the Service providers to present and demonstrate their capability / prior experience / understanding of scope / offered methodology. Further the Bank's officials may visit Service provider sites provided by the Service provider, if deemed necessary. The purpose of the visits will be to understand and validate the functional, technical, project implementation and management, service delivery capabilities of the service providers.

The Bank at its discretion may reject the proposal of the Service provider, without giving any reason whatsoever, if in the Bank's opinion the Service provider could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the site visited are negative.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered or permitted.

The Bank's reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

*Note:*

* + 1. Documentary evidence must be submitted for each criteria and undertaking or declaration made by the service provider must be on the company letter head and is to be signed by an authorized signatory.
		2. Completion Letter / Reference Letter from relevant Senior Executive of the Service Provider to be attached for each engagement reference mentioned.
		3. The agencies scored at least 70% marks (49 marks) in first stage of evaluation shall only be called for second stage of evaluation, i.e. presentation before the evaluation team
		4. The above details of evaluation criteria are only indicative and, hence, subject to addition, modification and deletion.
		5. During the course of evaluation if found necessary, the Bank may seek supplementary details and the same be submitted within the stipulated time. Non- submission of such details in time may render such applications for disqualification from further evaluations.
		6. Based on the total score, Bidders will be ranked according to their scores with the Bidder having the highest score being followed by the respective Bidders in descending order.
		7. The shortlisted Bidders would be intimated by e-mail with regard to time and other details of the presentation.
1. **FINAL EMPANELMENT OF THE ELIGIBLE BIDDER**
	* 1. The bidders with the highest Scores will be empaneled (Top Ten agencies / institutions or as decided by SIDBI).
2. **Terms and Conditions**
3. **General**
	* 1. The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
		2. Information provided in this RfE is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfE document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder’s failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
		3. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RfE shall be the governing document for arrangement between the Bank and the Bidders.
4. **DEFINITIONS:** In this Contract, the following terms shall be interpreted as indicated:

**9.2.1** “The Bank” means Small Industries Development Bank of India (SIDBI);

9.2.2 ‘Bidder’ means the respondent to the RfE document.

9.2.3 ‘Successful Bidder’ refers to the bidder who gets empanelled by the bank after completion of evaluation process.

9.2.4 ‘RfE’ or ‘Tender’ means the Request for Empanelment document.

9.2.5 ‘Bid’ may be interchangeably referred to as ‘Offer’.

9.2.6 “The Contract” means the agreement entered into between the Bank, represented by its Head Office / Regional Offices and the Vendor/Bidder/Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

9.2.7 “Agency”, “Firm”, “Company”, “Bidder” “vendor” means any entity or person or associations of person (constitution of association of person may be in the form of any legal entity like partnership, public / private limited company, LLP, HUF, etc.,) who have been identified to submit their proposal for providing services under this Contract.

**9.3 REPRESENTATIVE:**

1. The agency will assign a person, who will provide the management interface facility and has the responsibility for managing the complete service delivery for organizing / conducting an advertisement activities. He/She will be single point of contact on behalf of the agency.

**9.4** **LIQUIDITY DAMAGES FOR DEFAULT IN SERVICES:**

In case of deficiency of services in arranging / conducting Event Management services up to the satisfaction of SIDBI, liquidated damages subject to the maximum 10% of the particular contract value could be levied on the agency. The quantum of liquidated damages will be decided by a committee of officers of SIDBI whose decision shall be final and binding. However, the service provider would be given an opportunity to make representation to the committee and clarify its position with regard to the deficiency and/or non-performance.

* 1. **TENURE:**
		1. The tenure of the contract with the Agencies, so appointed, would run for 2 years from date of appointment under this RfE. However, this would be subject to satisfactory performance of each agency, which would be solely adjudge by the Bank. In case the performance of any Agency/ies is/are deemed unsatisfactory, their contract will be terminated as per the provisions of the “Termination of Contract” clause mentioned in the RFE.
		2. In case the need arises, SIDBI may, at its sole discretion, extend the contract for a further period of a maximum of two year on the terms and conditions of the contract entered into.
	2. **PRICE:**
		1. The fee/charges of the Highest Score decided through the process described earlier would remain valid for the entire contract period.
		2. The accepted price (fee/charges/commission) shall otherwise remain firm during the entire tenure of assignment including authorized period of extension of time and shall not vary on account of any increase/decrease of cost of material/ labours or any other reasons whatsoever.
	3. **USE OF CONTRACT DOCUMENTS AND INFORMATION:**
		1. The Agency shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the 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.
		2. The Agency will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
	4. **SUBCONTRACTS:**
		1. The agency shall not sub-contract the services agreed to be rendered by the Service Provider under this contract, except (i) if the existence of their office is not in the event location and (ii) for services that are generally procured from outside agency in performing the activities envisage under this contract.
	5. **TERMINATION OF CONTRACT:**
		1. In the event of non-performance of the bidder as decided by the Bank or any disputes or differences arising between the Parties hereto on any matter / provision set out in this RFE and subsequent Service Agreement for the selected Agency, the Parties shall try to resolve the matter amicably inter se. The defaulting Party shall be given notice of 21 days to alter the situation and resolve the dispute or reverse the damage caused in any way.
		2. In the event the defaulting Party does not comply with its obligations, on the termination of the notice period, the Other Party shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.
		3. Upon termination of the Agreement, the Agency would promptly hand over to SIDBI all Deliverable Items, including work-in-progress, on “as is where is” condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Agency shall complete pending assignments and Bank shall agree to settle the dues in respect of assignments after completion thereof by the Agency, except if specifically instructed by the Bank to act otherwise.
		4. The Bank would also have the right to terminate such Service Agreement with three months’ notice without assigning any reason.
		5. The Bank reserves the right to cancel the contract, without any prior notice, in the event of happening one or more of the following Conditions:
* Failure of the successful bidder to accept the contract
* Delay in services
* Serious problems in quality of services
* Services of the Agency not being considered satisfactory by the Bank
* Non response in assigning any work/queries.
	1. **FORCE MAJEURE:**
		1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non- performance and when removed the party shall continue performance with utmost dispatch.
		2. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
		3. If either Party is unable to perform its obligation under this contract due to the occurrence of an event beyond its control (such as acts of God, war like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities etc.) that the party will not be deemed to have defaulted under this Contract. Each party would use all reasonable efforts to enable performance under this Contract to continue.
	2. **RESOLUTION OF DISPUTES:**
		1. It will be the endeavor of the Parties to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the RFE and the breach that may result.
		2. In case of Dispute or difference arising between the Bank and a bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
		3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
		4. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
		5. Not with standing anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
		6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party’s specified address. The same has to be acknowledged by the receiver in writing.
		7. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
		8. Good Faith: The Parties undertake to act in good faith with respect to each other’s rights under the contract that may be entered into pursuant to this RfE and to adopt all reasonable measures to ensure the realization of the objectives / scope of this Contract.
	3. **NO COMMITMENT TO ACCEPT ANY OFFER**
		1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
		2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
		3. The bids received and accepted will be evaluated by the Bank to ascertain the best agency in the interest of the Bank. However, the Bank does not bind itself to accept and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.
	4. **TAXES AND DUTIES:**
		1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.
	5. **STATUTORY AUTHORITY OBLIGATION, NOTICES, FEES AND CHARGES:**
		1. The agency shall comply with and give all notices required by any Act, any instrument, rule, or order made under any Act, or any regulation with regard to the assignment/services contemplated under this RfE.
		2. The Agency shall at all time during the currency of the RfE/contract to be entered into pursuant to this RfE, comply with all applicable laws as they relate to its performance under the agreement. The agreement shall be governed, interpreted by and construed in accordance with the law of India.
	6. **RIGHT IN INTELLECTUAL PROPERTY AND MATERIALS:**
		1. All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI. Provided, that SIDBI would reimburse the Agency for any sum of money paid for assignment/licensing of the copy right as and by way of fee, charges, or otherwise as provide by the guidelines, regulation, rules, or policy of the professional body or association, with prior approval from SIDBI.
		2. All concepts, communications, etc, created and conceived by the Agency on behalf of SIDBI under the services contemplated under this RfE, and involving name of SIDBI, shall not form part of any award or competition or promotion unless prior written consent of SIDBI has been obtained thereof.
	7. **CONFIDENTIALITY:**
		1. Information provide under this RfE and Subsequent service agreement is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party’s business, property, contracts, trade secrets, clients or affairs.
	8. **CONDITIONAL BIDS**
		1. Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.
	9. **CONTACTING THE BANK**
		1. After opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank, bidder shall NOT contact the Bank on any matter relating to its Bid.
		2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder’s Bid.
	10. **THE AGENCY TO CONDUCT AS GOOD FAITH AND AS PER GOOD INDUSTRY PRACTICE:**
		1. Notwithstanding anything contained in this document. The Agency shall conduct its obligations as an agent in good faith and exercise reasonable care as per good Industry practice and for removal of doubt the degree of care shall in no way less than what it is required as if it were a principle. While acting as an agent the Agency shall be responsible to Bank for all Acts of negligence, and for consequences emanating from lack of exercise of reasonable care. The Agency is bound to supervise the proper execution of contracts entered by it on behalf of Bank as its agent.
	11. **EXECUTION OF AGREEMENT AND NDA**
		1. The selected bidder would be empaneled for 2 (two) years and extension (maximum one year) as decided by SIDBI.
	12. **IPR INFRINGEMENT**
		1. As part of this project bidder/service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/ service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.
	13. **INDEMNITY**
		1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
		2. Bank’s authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfE document; and/or any subsequent agreement; and/or
		3. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfE document or any subsequent agreement; and/or
		4. Breach of any of the term of this RfE document and/or of the agreement to be entered subsequent to this RfE or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfE document and/or of the agreement to be entered subsequent this RfE; and/or
		5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
		6. Breach of confidentiality obligations of the Bidder contained in this RfE document; and/or
	14. **CONFIDENTIALITY**
		1. The RFE document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the RFE document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFE document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.
		2. This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.
	15. **CORRUPT AND FRAUDULENT PRACTICE**
		1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfE and subsequent contract(s). In this context, the bidders are requested to note the following:
		2. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
		3. “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 bidders (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.
		4. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
	16. **GRIEVANCES REDRESSAL MECHANISM**
		1. Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RfE.
	17. **MISCELLANEOUS**
		1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RfE and its Annexures.
		2. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
		3. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
		4. Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
		5. Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project.
		6. Any publicity by Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.
		7. Bidder is obliged to give sufficient support to SIDBI’s staff, work closely with SIDBI’s staff, act within its own authority, and abide by directives issued by SIDBI that are consistent with the terms of the order. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.
	18. **NOTICES**
		1. Any notice, request or consent required or permitted to be given or made pursuant to the contract that may be entereed into pursuant to this RfE shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the RfE. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the RfE.
		2. SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfE.
		3. Personnel engaged by the bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the bidder and they shall have no claim to be appointed in the services of the bank. Bidder shall take suitable measures for them in this regard.

**Annexure-I**

**Eligibility Bid - Covering Letter**

**(To be submitted on Prime Bidder’s letter head)**

To:

The Deputy General Manager (P&D Vertical)

Small Industries Development Bank of India

Promotion & Development Vertical

3rd Floor, Atma Ram House, 1 Tolstoy Marg,

**Connaught Place, New Delhi - 110001**

Dear Sir,

**Empanelment of agencies / Institutions for carrying out studies**

**RfE No.: 2020DEC26/T002184782 dated December 27, 2019**

We, the undersigned bidders, having read and examined the aforesaid RfE document in detail, do hereby propose to extend the services as specified in the above-mentioned Tender document and submit the following as per requirement:

1. Bid Price: We have enclosed a Demand Draft/ banker’s cheque of the sum of **Rs 1,000/- ( Rs One Thousand only)** towards non-refundable bid price for empanelment of Advertisement Agency.
2. Minimum Eligibility bid, inside a envelope, in prescribed formats.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfE except the points mentioned in **Annexure-VII (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RfE, we also understand not to have any option to raise any objection against any of the said processes defined in the RfE in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

 Thanking you,

Yours sincerely,

|  |  |
| --- | --- |
| Date : | Signature of Authorised Signatory : |
| Place : | Name of the Authorised Signatory : |
|  | Designation: |
|  | Name of the Organization: |
|  | Seal |

**Annexure - II**

**APPLICATION FOR EMPANELMENT OF AGENCIES/ Institution for carrying out studies on the topic relevant to MSMEs**

**(to be submitted on Agency letter head)**

 Date:

The Deputy General Manager (P&D Vertical)

Small Industries Development Bank of India

Promotion & Development Vertical

3rd Floor, Atma Ram House, 1 Tolstoy Marg,

**Connaught Place, New Delhi - 110001**

We hereby offer to submit our request for empanelment of Agencies / Institutions for three years as per proposal reference Tender RfE No.: 2020DEC26/T002184782 dated December 27, 2019

We have read and understood the content of RfE and further state that we unconditionally accept and abide by the terms & conditions specified therein.

**Brief Profile of our agency is as under:**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Brief Contents** | **Application has to be submitted** |
| 1 | Name of the Agency  |  |
| 2 | **Address, Telephone Numbers and Contact person(s)** |
| Registered/Head office  |  |
| Address of the other offices in the country  | Please enclose Separate sheet along with annexure |
| Legal status / Constitution of Agency  | (Proprietor / partnership / Pvt. / Pub. Ltd.)  |
| 3 | Name of the Proprietor/ Partners/ Directors |  |
| 4 | Name of the Managing Director, Director, Top Management/ Key personnel contact Person/s Contact Tele/Mob. No. Email ID etc.  | May enclose Separate sheet along with annexure |
| 5 | Details of Key Personnel of Agencies / Institutions who will coordinate with SIDBI, with age, qualifications, experience (in years), notable skills and achievements etc. Contact Tele. No. Mobile No. Email ID etc. |  |
| 6 | Date of Establishment /incorporation  |  |
| 7 | No. of years of operations. |  |
| 8 | No. and the list of relevant work being undertaken on lines for PSUs / public or private corporate during last 3 years prior to the date of RfE. The relevant order copies to be enclosed. |
| With Public Sector undertaking |  |
| With Private Sector  |  |
| With Public Sector  |  |
| Others, if any  |  |
| Have you served for SIDBI recently or in past please attach suitable proof.  |  |
| Detail of awards, if any received |  |
| 11 | Turn over Details for last 3 FY |  (` in Lakh)  |
|  | Year | Gross Turnover |
|  |  |  |
|  |  |  |
| 12 | Details of Skilled employees dedicated / proposed by Agency. |  |
| 13 | List of organization with whom currently empanelled (satisfactory Performance Certificate as per Format – (not more than 1 month old) in support thereof to be enclosed) |  |
| 18 | Declaration: Self declarations on the firm / Company’s Letter head that there are no outstanding income tax / sales tax dues/other statuary dues.  |
| 19 | Date of commencement of Agency/ Institution  |
| 20 | Details of awards and accreditation received  |
| 21 | Two references from reputed / organizations / institutions  |
| 22 | Any other information as aligned to Minimum Eligibility Criteria  |

As per the Terms & Conditions, we have enclosed an account Payee Demand Draft/Pay as mentioned above in favour of **“SIDBI”** payable at Delhi.

I/We here by certify that all particulars given above are correct and true to the best of my / our knowledge.

I/We certify that if appointed for assignment, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentially.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit, (including termination of contract and/or black list and debar), without any prior intimation to me/us.

Date:

 Signature of authorized person for and on behalf

Designation/Seal of Agency

**Annexure - III**

**Minimum Eligibility Criteria – empanelment of Agencies / Institutions for carrying out studies on the topics relevant to MSMEs**

|  |  |
| --- | --- |
| **Eligibility Criteria** | **Supporting documents required for compliance** |
| The agency should have been in existence in India for atleast 3 years (April 01, 2016). The agency should be a Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC (Multi National Company) / Public Limited Company / Society / Trust / Section 8 company registered or incorporated in India/ autonomous body etc. (It should not be an Individual / Proprietary Concern / HUF etc.) | Self-certified Certificate of Incorporation / Constitutional Documents to be furnished. |
|  |  |
| Minimum 3 years of demonstrated experience in carrying out studies relevant to MSMEs/ related fields. | A Self certified letter along with details of the project undertaken in the mentioned areas (also share the soft copies of the reports in Pendrive). |
| * Knowledge of MSMEs ecosystem/ policies/ practice
* Should have experience of designing and carrying out market research using both quantitative and qualitative methodologies
* ability to undertake research on a national basis, to manage a range of sub-contractors and forge effective partnerships at national level.
* Proven professional experience in undertaking policy review and analysis
* Ability to work with diverse stakeholders in international development including multilaterals, private sector, think tanks and development organizations
 | * A letter with a write-up of around 500 words along with supporting evidence thereof including mention of minimum 5 studies undertaken (value of those studies should also need to be mentioned) and minimum 5 studies undertaken on the topics related to MSME domain
 |
| * Value/time of assignment
 | * Mention minimum 3 assignments of lowest value and 3 assignment of highest value alongwith time taken for these studies in last 5 years
 |
| * Existing team working on MSME specific projects/ studies (Team leader with minimum 10 years of experience, subject matter expert, other team members, field persons etc.)
 | * The team may comprise of subject matter experts / Government sector experience / industry experts having similar experience.
 |

Compliance of all the stipulated criteria is mandatory.

**Annexure – IV**

 Date:

The Deputy General Manager (P&D Vertical)

Small Industries Development Bank of India

Promotion & Development Vertical

3rd Floor, Atma Ram House, 1 Tolstoy Marg,

**Connaught Place, New Delhi – 110001**

Dear Sir,

**Declaration Regarding Clean Track Record**

RfE No. 2020DEC26/T002184782 dated December 27, 2019

I /we have carefully gone through the Terms & Conditions contained in the **RfE No.: 2020DEC26/T002184782 dated December 27, 2019** regarding empanelment of agencies / institutions for carrying out studies on the topics relevant to MSMEs for a period of Three years. We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by us in the **Annexure – III** is true and correct and also able to perform this contract as per RfE document.

I/We hereby declare that I/we has/have not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last 3 years from the date of RfE. I/we further certify that I am /we are competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that I am / we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in **Annexure – III** is true and correct and also able to perform this contract as per RFE document.

Thanking you,

Yours sincerely,

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
|  | Designation … |
|  | Name of the Organisation … |
|  | Seal … |

**Annexure - V**

**Letter of Competence**

*(To be executed on a non judicial stamp paper of worth Rs.100/-)*

**Emapnelment of Agencies/ Institutions for carrying out**

**studies on the topics relevant to MSMEs**

**RfE No : 2020DEC26/T002184782 dated December 27, 2019**

This is to certify that we *[Insert name of Bidder]*, address ……………………………………………………………………………………………….………….. are fully competent to undertake and successfully deliver the Agency to undertake advertisement activities as per scope mentioned in the above RfE. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfE.

We certify that the quality and number of resources to be deployed by us for advertisement Agency will be adequate to deliver the services professionally and competently within the prescribed time frame.

We also certify that all the information given by us in response to this RfE is true and correct.

Thanking you,

Yours sincerely,

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
|  | Designation … |
|  | Name of the Organisation … |
|  | Seal … |

**Annexure – VI**

**Letter of Conformity**

*(To be submitted on Prime Bidder’s company letter head)*

The Deputy General Manager (P&D Vertical)

Small Industries Development Bank of India

Promotion & Development Vertical

3rd Floor, Atma Ram House, 1 Tolstoy Marg,

**Connaught Place, New Delhi - 110001**

Dear Sir,

**Empanelment of Agencies/ Institutions for carrying out**

**studies on topics relevant to MSMEs**

**RfE No.: 2020DEC26/T002184782 dated December 27, 2019**

We, the undersigned bidders, having read and examined the aforesaid RfE document, issued by SIDBI (hereinafter referred as ‘Bank’) do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFE and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in **Annexure-VII** of the main RfE document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFE document.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

 Thanking you,

Yours sincerely,

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
|  | Designation … |
|  | Name of the Organisation … |
|  | Seal … |

**Annexure – VII**

*(To be submitted on Bidder’s company letter head)*

**Statement of Deviations**

**Empanelment of Agencies/ Institutions for carrying out**

**studies on topics relevant to MSMEs**

**RfE No.: 2020DEC26/T002184782 dated December 27, 2019**

Bidders are required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to

provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

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

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

|  |
| --- |
| **List of Deviations**  |
| **S. N.** | **Clarification point as stated in the tender document** | **Page No. In RfE** | **Section No. in RfE** | **Comment/ Suggestion/ Deviation** |
| 1. |  |  |  |  |
| 2.  |  |  |  |  |
| 3 |  |  |  |  |

***<additional rows may be added, if required>***

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory: |
| Place | Name of the Authorised Signatory: |
|  | Designation: |
|  | Name of the Organisation: |
|  | Seal: |

|  |  |
| --- | --- |
|  | Seal … |

**Annexure - VIII**

**Non-Disclosure Agreement**

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

WHEREAS, we, \* \_\_\_\_\_\_\_\_\_\_\_\_, having Registered Office at \_\_\_\_\_\_\_\_, (hereinafter referred to as the COMPANY, which expression shall include its successor and permitted assignees), are agreeable to execute **“Empanelment of Agencies/ Institutions for carrying out studies on topics relevant to MSMEs ”** as per scope defined in the Request for Proposal (RfE) **RfE No.: 2020DEC26/T002184782 dated December 27, 2019** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavalamban Bhavan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

 \* description depends upon legal status of the party

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfE and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

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

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

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

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

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this agreement shall be interpreted so as best to effect the intent of the parties.

Yours sincerely,

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
|  | Designation … |
|  | Name of the Organisation … |
|  | Seal … |

 **Annexure - IX**

**BANK MANDATE FORM**

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Vendor Code (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Address of the Borrower / vendor / supplier :

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pin Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-mail id:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone No. with STD code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Mobile No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Permanent Account Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 MSE Registration / CA Certificate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (if applicable)

3. **Particulars of Bank account:**

|  |  |
| --- | --- |
| Beneficiary Name |  |
| Bank Name |  | Branch Name |  |
| Branch Place |  | Branch City |  |
| PIN Code |  | Branch Code |  |  |  |  |  |  |  |  |  |
| MICR No. |  |  |  |
| Account type | Saving | Current | Cash Credit |
| Account No. | (as appearing in the Cheque book) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **(Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)** |
| IFSC CODE**2** | For RTGS transfer |  | For NEFT transfer |  |

4. Date from which the mandate should be effective :

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

Place : \_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of the party / Authorized Signatory

………………………………………………………………………………………………………………

Certified that particulars furnished above are correct as per our records.

Bank’s stamp :

Date :

(Signature of the Authorized Official from the Banks)

**N.B.: RTGS/NEFT charges if any, is to be borne by the party**

**1, 2: Note on IFSC / MICR**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank’s code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

**Annexure X**

**Bid Security Form**

**(Sample Format -** **TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)**

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS …………………………………………………….. (Name of Vendor) (hereinafter called the ‘the Vendor”) has undertaken, in pursuance of Request for Proposal (RFE) No : Advertisement Agency - RfE No.: **2020DEC26/T002184782 dated December 27, 2019** for **“Empanelment of Agencies/ Institutions for carrying out studies on the topics relevant to MSMEs”** (Herein after called the ‘the RFE”) to you.

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

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

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

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

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

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

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

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

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

Signature and Seal of Guarantors (Vendor’s Bank)

…………………………………………………………..

Date…………………………………………………….

Address …………………………………………………

……………………………………………………………

……………………………………………………………

**Annexure XI**

**Conformity of Hardcopies**

**(To be submitted on Bidders Company letter head)**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To

Deputy General Manager

Small Industries Development Bank of India

Promotion & Development Vertical

3rd Floor, Atma Ram House, 1 Tolstoy Marg,

Connaught Place, New Delhi - 110001

Dear Sir,

**Conformity of Hardcopies**

**RfE No.: 2020DEC26/T002184782 dated December 27, 2019**

We, the undersigned bidders, having read and examined bid along with terms & conditions the aforesaid RfE document, issued by SIDBI and hereinafter referred as ‘bank’ do hereby covenant, warrant and confirm as follows.

The soft-copies of the proposal submitted by us in response to the RFE and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Authorized Signatories

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Seal:

**Annexure-XII**

**Power of Attorney**

**RfE No.: 2020DEC26/T002184782 dated December 27, 2019**

 ***(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)***

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019, We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>, <Employee no.>, < Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for Empanelment **RfE No.: 2020DEC26/T002184782 dated December 27, 2019** for “ empanelment of agencies/ Institutions for carrying out studies on the topics relevant to MSMEs” and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has caused these presents to be executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS:

Signature of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_

Attested

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure-XIII**

**Pre Contract integrity Pact**

 *(To be submitted on Letter Head of the Company)*

1. **General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_\_\_\_\_ place\_\_\_ on ---- day of the month of -----, 2019 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at Swavalamban Bhavan, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “SIDBI”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the SIDBI proposes to appoint consultant Agency to operate inbound / outbound Swavalamban Call Center and the BIDDER is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

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

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

* 1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of SIDBI, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
	2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of SIDBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
	3. BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
	4. BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
	5. The BIDDER further confirms and declares to SIDBI that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to SIDBI or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
	6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of SIDBI or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
	7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
	8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
	9. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by SIDBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
	10. BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
	11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
	12. if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of SIDBI has financial interest/stake in the BIDDER’s firm , the same shall be disclosed by the BIDDER at the time of filling of tender.
	13. The term ‘relative’ for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
	14. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of SIDBI.
1. **Previous Transgression**
	1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.
	2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
2. **Sanctions for Violations**
	1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle SIDBI to take all or any one of the following actions, wherever required :-
3. To immediately call off the pre contract negations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
4. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by SIDBI and SIDBI shall not be required to assign any reason therefore.
5. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
6. To recover all sums already paid by SIDBI, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
7. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by SIDBI along with interest.
8. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to SIDBI resulting from such cancellation/rescission and SIDBI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
9. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of SIDBI.
10. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
11. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by SIDBI with BIDER, the same shall not be opened.
12. Forfeiture of Performance Bond in case of decision by SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
	1. SIDBI will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
	2. The decision of SIDBI to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
13. **Fall Clause**
	1. The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
14. **Independent Monitors**
	1. SIDBI is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
	2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
	3. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
	4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
	5. As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by SIDBI
	6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of SIDBI including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
	7. SIDBI will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
	8. The Monitor will submit a written report to the designed Authority of SIDBI within 8 to 10 weeks from the date of reference or intimation to him by SIDBI /BIDDER and should the occasion arise, submit proposals for correcting problematic situations.
15. **Facilitation of Investigation**

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

1. **Law and Place of Jurisdiction**

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

1. **Other Legal Actions**

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

1. **Validity**
	1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both SIDBI and the BIDDER, in case BIDDER is unsuccessful (unsuccessful bidder), this integrity Pact shall expire after six months from the date of the signing of the contract.
	2. Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
2. The parties hereby sign this integrity Pact, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_

SIDBI BIDDER

Name of the Officer

Designation CHIEF EXECUTIVE OFFICER

SIDBI

Witness Witness

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_ 2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Format-I**

**Particulars in respect of work carried out for Govt/ Semi Govt/ Autonomous bodies/ multilateral organisation in the last five years**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sr. No.  | Name of the study/ project  | Name of organization (Govt/ semi govt.  | Value of work executed in ` | Date of award of contract | Period of Contract | Details of feedback / appreciation letters (attach proof)  |
| **From** | **To** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

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

**Formati II**

**Particulars in respect of work carried out for Private organisations/ other institutions in the last five years**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sr. No.  | Name of the study/ project  | Name of organization  | Value of work executed in ` | Date of award of contract | Period of Contract | Details of feedback / appreciation letters (attach proof)  |
| **From** | **To** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

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

**Format-III**

**Details of Empanelment with Governmente / semi-government / autonomous bodies/ multilateral organsations**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S. No.  | Name and address of institution with contact No  | Category / Type of work for which engaged | Registered/ for value of work upto `  | Date of Empanelment and validity  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Please enclose the copies of letter of empanelment of each organization.

**Format IV**

 **(on letterhead duly stamped and signed)**

**Date:**

**TO WHOMEVER IT MAY CONCERN**

This is to certify that M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is our advertisement agency since\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The performance of the agency is satisfactory during their tenure with us.

Name & Designation of the Signatory

(Duly supported by the rubber stamp of the institution)

**Format V**

**Format of Financial Information (Turnover / Profit & Loss, etc.)**

**During last three years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S.No.  | Financial Year  | Annual Turnover (in ` lakh)  | Profit / Loss (in ` lakh)  | Net Worth (in ` lakh)  | Documents Enclosed as proof  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

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

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