



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

देय राशि के संग्रह, विपणन और क्रॉस सेलिंग के लिए सेवा-प्रदाता/ एजेंसी के चयन हेतु प्रस्ताव का अनुरोध

Request for Proposal for Selection of Service Provider / Agency
for Collection of Dues, Marketing & Cross Selling.

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

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

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

Important Information / महत्वपूर्ण सूचना
(RfP No: 2019/1351/HO1/DCV)

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

	Activity	Date, Time & Place
3	Date of Issuance of RFP	June 29, 2018
4	Last date for written request for any clarifications	July 05, 2018 till 5.00 p.m.
5	Pre-Bid Meeting	July 06, 2018, at 3.00 p.m. SIDBI, 15 Ashok Marg, Lucknow-226001
6	Last Date for submission of bids	July 20, 2018 till 03.30 p.m. SIDBI, 15 Ashok Marg, Lucknow-226001
7	Opening of Bids (Eligibility & Technical)	July 20, 2018 at 04.00p.m. SIDBI, 15 Ashok Marg, Lucknow-226001
8	Discussion / Presentation of eligible bidders with the selection committee	Will be informed to the eligible bidders in due course.
9	Opening of Financial bids	Will be informed only to the qualified bidders in due course.
10	Independent External Monitor (IEM) appointed by the CVC	Shri. Ashok Sinha, (IAS retd.) 13 Yayati, Sect-58A, Nerul (West), Palm Beach Road, Navi-Mumbai 400706 Mob : 9821844044 e-mail : asinha51@gmail.com

Note:

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

Definitions

- 1 SIDBI / Bank: "Small Industries Development Bank of India".
- 2 RFP: "Request for Proposal (RFP) Document"
- 3 Recipient/ Respondent and Bidder/ Vendor/ Service Provider: Respondent to the RFP Document".
- 4 Tender: RFP response documents prepared by the Bidder and submitted to SIDBI
- 5 FOS: Feet on Street - Collection members who travel for collection.
- 6 DCV: Direct Credit Vertical
- 7 AOD: Acknowledgement of Debt
- 8 BCC: Balance Confirmation Certificate
- 9 VS: Vendor Scores
- 10 BR: Bank Ratings
- 11 FTE: Full Time Equivalent
- 12 CGTMSE: Credit Guarantee Trust Fund for MSEs
- 13 SMA: Special Mention Account
- 14 SMS: Short Message Service
- 15 PTP: Promise to Pay
- 16 SFTP: Secure File Transfer Protocol
- 17 DC: Data Centre
- 18 PRI: Primary Rate Interface
- 19 PDA: Personal Digital Assistant
- 20 ISMS: Information Security Management System
- 21 NPA: Non Performing Asset
- 22 TL: Team Leader
- 23 CCTV: Closed Circuit Television

1.	TERM OF RFP RESPONSE	6
2.	BACKGROUND ON SIDBI	10
3.	TERMS OF REFERENCE	11
3.1.	INTRODUCTION	11
4.	PROCESS OF SELECTION	31
4.1.	ELIGIBILITY	31
4.2.	TECHNICAL BID	33
4.3.	FINANCIAL BID	34
5.	SUBMISSION OF BIDS	35
5.1.	THE RESPONSE TO THE RFP:	35
5.2.	RFP RESPONSE DOCUMENTS:	35
5.3.	RULES FOR RESPONDING TO THIS RFP	36
6.	EVALUATION OF BIDS	38
6.1.	OPENING OF BIDS	38
6.2.	PRELIMINARY SCRUTINY	38
6.3.	TECHNICAL EVALUATION	38
6.3	EVALUATION OF COMMERCIAL BID	41
6.4.	NOTIFICATION OF OUTCOME	43
6.5.	SIGNING OF THE CONTRACT	43
7.	GENERAL TERMS AND CONDITIONS	44
7.1.	ADHERENCE TO TERMS AND CONDITIONS	44
7.2.	SERVICE PROVIDER'S RESPONSIBILITIES AND RELATED CONDITIONS	44
7.3.	SUFFICIENCY OF TENDER	45
7.4.	CONTRACT AGREEMENT	45
7.5.	PROJECT TIMELINES	46
7.6.	TENURE	46
7.7.	ANNUAL REVIEW	47
7.8.	NO COMMITMENT TO ACCEPT LOWEST FINANCIAL PROPOSAL BY VALUE	47
7.9.	PAYMENT TERMS	47
7.10.	LIQUIDATED DAMAGES (LD)	47
7.11.	TAXES	48
7.12.	STATUTORY AUTHORITY OBLIGATIONS, NOTICES, FEES & CHARGES	48
7.13.	COMPLIANCE WITH ALL APPLICABLE LAWS	48
7.14.	COMPLIANCE IN OBTAINING APPROVALS/ PERMISSIONS/ LICENSES	48
7.15.	APPLICABLE LAW AND JURISDICTION OF COURT	49
7.16.	SINGLE POINT OF CONTACT	49
7.17.	AUTHORISED SIGNATORY	49
7.18.	WORK SPACE AND ADMINISTRATIVE REQUIREMENTS	49
7.19.	SUBSTITUTION OF PROGRAMME TEAM MEMBERS	49
7.20.	RIGHTS IN INTELLECTUAL PROPERTY AND MATERIAL	50
7.21.	CONFIDENTIALITY	50
7.22.	INDEMNIFICATION	54
7.23.	TERMINATION	55
7.24.	ARBITRATION	56
7.25.	PUBLICITY	57
7.26.	NOTICES AND OTHER COMMUNICATION	57
7.27.	WRITTEN NOTICE OF CHANGE IN NAME, FORM OR CONTROL OF EITHER PARTY	57
7.28.	VIOLATION OF TERMS	57
7.29.	LIMITATION OF LIABILITY	58
7.30.	SURVIVAL	59
7.31.	SEVERABILITY	59

7.32.	NO AGENCY	59
7.33.	CORRUPT AND FRAUDULENT PRACTICES.....	59
7.34.	ADHERENCE TO STANDARDS	60
7.35.	CONFLICT OF INTEREST	60
7.36.	SUB CONTRACTS	60
7.37.	TAKEN / BOUGHT OVER OF COMPANY.....	60
7.38.	RIGHT TO VISIT	61
7.39.	AUDIT	61
7.40.	NON-SOLICITATION.....	61
7.41.	NO EMPLOYER EMPLOYEE RELATIONSHIP	61
7.42.	VICARIOUS LIABILITY	62
7.43.	OTHER CONDITIONS.....	62
7.44.	REPRESENTATIONS AND WARRANTIES	62
7.45.	RELATIONSHIP BETWEEN THE PARTIES:.....	64
8.	ANNEXURE(S)	66
	ANNEXURE – I : UNDERTAKING REGARDING AGREEMENT OF ALL TERMS OF RFP	66
	ANNEXURE – II : FORMAT FOR RELEVANT ENGAGEMENTS	68
	<u>ANNEXURE –III : FORMAT FOR REFERENCE LETTER FROM CLIENT</u>	<u>69</u>
	ANNEXURE – IV : DECLARATION: NO OWNERSHIP OR CONTROL OF SIDBI DIRECTORS/ EMPLOYEES.....	70
	ANNEXURE – V : NOT PENALIZED OR FOUND GUILTY IN ANY COURT OF LAW.....	71
	ANNEXURE – VI : NUMBER OF FULL TIME EQUIVALENTS	72
	ANNEXURE – VII: APPROACH AND METHODOLOGY	73
	ANNEXURE – VIII: MASKED COMMERCIAL BID.....	74
	ANNEXURE – IX: TECHNICAL BID FORMAT	75
	ANNEXURE – X: FINANCIAL BID FORMAT.....	87
	ANNEXURE – XI: INTEGRITY PACT	89
	ANNEXURE – XII : BANK GUARANTEE	96
	ANNEXURE – XIII : BANK MANDATE FORM	99
	<u>ANNEXURE -XIV: NON DISCLOSURE AGREEMENT.....</u>	<u>100</u>

1. Term of RfP Response

- 1.1.** This Request for Proposal (RFP) document has been prepared for Selection of Service provider / Agency for Collection of Dues, Marketing & Cross Selling. The RFP document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI after completion of the selection process as detailed in Section 6 of this document.
- 1.2.** While this document has been prepared in good faith, neither SIDBI nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- 1.3.** This document is meant to provide information only and upon the express understanding that the recipients / bidders will use it only for the purpose set out herein.
- 1.4.** The service provider/ bidder shall bear all costs associated with the preparation and submission of the tender including but not limited to additional information required by SIDBI, attendance of meeting etc. and SIDBI will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 1.5.** The service provider / bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact to that information.
- 1.6.** This document constitutes no form of commitment on the part of SIDBI. Each recipient / bidder acknowledges and accepts that SIDBI may, at its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review to be carried out by the recipients / bidders. The recipients/ bidders unconditionally acknowledge by submitting its response to this RFP document that they have not relied on any idea, information, statement, representation or warranty given in this RFP document
- 1.7.** SIDBI reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to the service providers / bidders or any obligation to inform the affected service providers / bidders on the grounds for SIDBI's action or without assigning any reasons, whatsoever. The decision of SIDBI shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.
- 1.8.** SIDBI may be notified of any omission / discrepancy in the RFP before the closure of bid. If required, SIDBI may thereafter modify the RFP. The modified RFP would be hosted on SIDBI's website.
- 1.9.** SIDBI also reserves the sole right for carrying out any amendments/ modification / changes including any addendum to this RFP. Such amendments / modifications / changes including

any addendum to this RFP shall be notified on SIDBI's website www.sidbi.in which will be binding on the bidders.

- 1.10. Before tendering, the bidders are requested to carefully examine the Tender / Bid Documents, Terms & Conditions of Assignment, Specifications and if there is or appears to be any ambiguity there in, they should immediately refer the matter to SIDBI, for clarification, if required.
- 1.11. Any Tenders / Bids received by SIDBI after the deadline for submission of tenders prescribed by SIDBI will be summarily rejected and returned unopened to the Bidders. SIDBI shall not be responsible for any delay or non-receipt/ non-delivery of the documents.
- 1.12. From the time the proposals are opened to the time of appointment, bidders should not contact SIDBI or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the bids.
- 1.13. All submissions, including any accompanying documents, will become the property of SIDBI. The bidder shall be deemed to have licensed and granted all rights to SIDBI to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the recipient / bidder in the submission or accompanying documents.
- 1.14. RFP Validity period: RFP responses will remain valid and open for evaluation according to their terms for a period of at least 90 days from the bid opening date. SIDBI shall also have the right at its sole and absolute discretion to continue the assignment / contract with the successful bidder for future requirements on the rates finalized in this processing for various items/activities as described in the financial bid, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, SIDBI may solicit the Bidder's consent to an extension period of validity.
- 1.15. Communication on the RFP: Recipients are required to direct all communications for any clarification related to this RFP, to the RFP Coordinator mentioned below:

Direct Credit Vertical email: ccg@sidbi.in

Shri Raveendra Kumar Para, AGM, 0522-4259678

Shri Saikat Daw, AGM, 0522 - 0522 4261671

Shri Syed Hafeezur Rahman, AGM, 0522-4261689

Shri Ajit Kumar Patra, Mgr 0522-4259616

All queries relating to the RFP, technical or otherwise, must be by email only and will be entertained by SIDBI only in respect of the queries received up to the date and time specified in the section Important Information for RFP. SIDBI will respond to all the queries in the prebid meeting.

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

- 1.16.** Sub-contracting: SIDBI expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. The service provider may, however, outsource / sub-contract some of the non-core activities, with prior written consent from SIDBI. The service provider should disclose the names of sub-contractors, if any in the bidding document. The service provider shall be solely responsible to SIDBI for all deliverables under the assignment including the outsourced / sub-contracted activities, if any and should be able to give support to SIDBI 24X7. Any subsequent changes / additions / replacements of sub-contractors would require prior written consent from SIDBI.
- 1.17.** Application Money: The bidder shall submit Application Money of INR 5000/- (Rupees Five Thousand Only) by way of Demand Draft issued in favour of Small Industries Development Bank of India, payable at Lucknow, which is non-refundable. SIDBI may, at its discretion, reject any service provider / bidder where application money has not been furnished with the bid documents.
- 1.18.** Bid Earnest Money: The bidder shall submit Earnest Money Deposit (EMD) by way of Demand Draft or Bank Guarantee of INR 1,45,000/- (Rupees One Lakh Forty Five Thousand Only) issued by any Scheduled Commercial bank in India, in favour of Small Industries Development Bank of India, payable at Lucknow along with the bid documents. In case of unsuccessful bidders, EMD will be returned on completion of selection process. For the successful bidder, EMD will be returned on submission of Performance SIDBI Guarantee as given in Section 1.20.

The earnest money deposit or invoked Bank Guarantee amount of a Service Provider may be forfeited by SIDBI if the service Provider / bidder withdraws its bid during the bid validity period.

- 1.19. Performance Bank Guarantee:** The selected Bidder should provide an unconditional and irrevocable Performance Bank Guarantee of INR 6,83,000/- (Rupees Six Lakh Eighty Three Thousand Only) from any Scheduled Commercial Bank in India towards due performance of the contract in accordance with the specifications, terms and conditions of RFP document, within 15 days from the intimation from the Bank. The Performance Guarantee shall be kept valid up to 60 days, beyond the contract period. The EMD/Bank Guarantee of the successful bidder / consultant may be forfeited by the Bank, if the service provider / bidder fails to furnish Performance Bank Guarantee within 15 days from the date of selection by the Bank for any reason whatsoever. The cost of performance Guarantee would have to be borne by the successful bidder.
- 1.20. Public Procurement Policy on Micro and Small Enterprises (MSEs)**
- SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
 - These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centre 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)

- iii. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- iv. Agencies/ Bidders 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 (if applicable) along with the tender/RFP.
- v. Bidder is required to inform its MSME status as per following definition, if applicable.

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

* * * * *

2. Background on SIDBI

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

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

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

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

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

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

The Bank wishes to streamline its dues collection process and intends to select a competent collection Agency to setup centre (s) to assist the Bank in follow up and collection of dues / overdues, marketing and cross selling.

3. Terms of Reference

3.1. Introduction

3.1.1. Introduction and Project Overview

SIDBI was set up in April 1990 under an Act of the Parliament as the principal financial institution for the promotion, financing and development of the MSME sector in India and coordination with institutions engaged in similar activities. Financial support to MSMEs is provided by way of (a) Indirect finance to Banks, FIs and other financial intermediaries for onward lending to MSMEs and (b) Direct finance by SIDBI to MSMEs in the niche areas like risk capital, sustainable finance / energy efficiency financing, receivable finance, services sector financing, etc.

SIDBI proposes to provide improved services to its customers through a professionally run Customer Relationship Management System (CRM)/Call Centre on Hybrid Model (both inbound & outbound call centre) from a mutually agreeable location(s) in India. The service provider/agency would set up and manage Call Centre for collection of dues / overdues, marketing & cross selling. The selected service provider shall arrange to setup all required Telecom and Data connectivity with the Data Centre (DC) of SIDBI. This connectivity including all network / IT security requirements shall have to be arranged by the selected service provider. The selected service provider shall be required to arrange for the necessary infrastructure for running of the Call Centre, including Resources (Agents/ Team Leaders/ Trainers/ Quality Managers etc.) and shall attend to day to day operations of the Call Centre.

This Request for Proposal document ("RFP") has been prepared solely for the purpose of enabling SIDBI to select a service provider to set up and manage Call Centre for collection of dues, marketing & cross selling. The selected "service provider" must be able to commit adequate resources necessary and as required by SIDBI.

This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the Call Centre services. The provisions of the Call Centre services are subject to observation of selection process and appropriate documentation (Contract) being agreed/ executed between SIDBI and the selected service provider as identified by SIDBI after completion of the selection process. The selected service provider should have / shall arrange to procure the necessary licenses and clearances, certifications from the Authorities concerned like TRAI, DOT, ISO etc.

3.2 Purpose

SIDBI, a statutory corporation established under Small Industries Development Bank of India Act, 1989, having its Head Office at 15 Ashok Marg, Lucknow-226001 (hereinafter referred to as the "SIDBI") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders' or 'Service Provider' or Agency to participate in the

competitive bidding for selection of Service Provider/ Agency to set up and manage Call Centre for collection of dues, marketing & cross selling.

SIDBI, for this purpose, invites proposal from Bidders. Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned under eligibility criteria mentioned at Point no. 4.1 and able to comply the technical specification of service requirements as mentioned in Technical Bid.

Apart from the above the bidder must also agree to all our terms & Conditions mentioned under this RFP.

3.3. Project Scope

The scope of services includes 1-90 days and after 90 days collection management. This will entail a tele-calling led collection, centralized/ regional set up with multi lingual workforce. The tele-callers to be further supported by FOS (Feet on Street for door to door collection) and pick-up services at customer location. This document lays out the key elements of the scope.

The customer case will be allocated to the collections partner, and the same will handle tele calling, mass mailing (this will include mailing) of both physical and electronic versions will be managed by the partner based on format approved by SIDBI from spooling, printing, stuffing, mailing and tracking. Return mail to be updated and acted upon), allocations to field, handling field and operations thereof.

The collections partner may, however, outsource / sub-contract some of the non-core activities, with prior written consent from SIDBI. The collections partner should disclose the names of sub-contractors, if any in the bidding document. Service provider should also ensure that it maintain strict control of the sub-service provider in terms of following the processes for maintaining audit trails and handling the customer appropriately as per the regulations and maintaining data confidentiality and process credibility as laid out by the collections partner. Maintaining the quality of the collection process whether through its own personnel or those of a 3rd party which is an agent or service provider of the collections partner will be the responsibility of the collections partner.

The Service Provider should ensure that Contingency Plans are in place to ensure business continuity.

Below services to be covered in the collection process:

- Call & collect services - means collection services comprised of the Agent attempting to make contact with customers in default to recover outstanding balance utilizing agreed telephone work flow strategies
- Field collection services - means collection services comprised of the agents attempting to make contact with customers in default by sending a FOS agent (door to door collector) to

the address of the defaulter to recover outstanding.

Scope of work covers following four areas, detailed subsequently:

- a. Intervention across different bucket sizes
- b. Tele-calling
- c. Audit trail, performance management reports and reconciliation
- d. Other key areas including skip tracing

3.4 Intervention across different bucket sizes

A. Implement standardized intervention schedule across following buckets

- i. SMA 0 (1-30 days of overdue) – tele-calling by centralized cell using auto-dialer outbound tele- calling (standardized scripts for different situations). The indicative number of attempts of tele calling per customer per month should be 15. The referral percentage per Feet on Street (FOS) per month shall be 50%.
- ii. SMA 1 (31-60 days of overdue) - notice to customer, field collector allocation / tele-calling for higher buckets (allocation on system). The indicative number of attempts of tele calling per customer per month should be 10. The referral percentage per Feet on Street (FOS) per month shall be 70%.
- iii. SMA 2 (61-90 days of overdue) - notice to customer, field collector allocation / tele-calling for higher buckets (allocation on system), case allocated for intimation to customer of legal action. The indicative number of attempts of tele calling per customer per month should be 5. The referral percentage per Feet on Street (FOS) per month shall be 90%.
- iv. Post NPA (after 90th day, where no recall issued / no suit filed) – Overdue Calling, field visits, collection of overdues & other applicable charges up to pre legal / pre recall stage (ie, from 91st day of NPA to till the issue of Recall Notice /initiation of legal action) and providing leads for negotiations and settlement. The indicative number of attempts of tele calling per customer should per month be 3. The referral percentage per Feet on Street (FOS) per month shall be 100%.

SI No	Category	Description
-------	----------	-------------

A	Soft Recovery	<p>SIDBI shall use the Call Centre for recovery of its standard / overdue loan accounts.</p> <p>Follow up calls for collection of dues and overdues in accounts (i.e., SMA 0, SMA 1 & SMA 2) from 1st day to 90th day from the date of due date.</p> <p>Post NPA (after 90th day, where no recall issued / no suit filed) – Overdue Calling, field visits, collection of overdues & other applicable charges up to pre legal / pre recall stage (ie, from 91st day of NPA to till the issue of Recall Notice / initiation of legal action) and providing leads for negotiations and settlement.</p> <p>Employing Feet on Street [FOS] services for collection and follow-up of dues and documents.</p> <p>Make reminder calls to customers before expiry of renewal date in case of WC limits.</p> <p>Follow up calls for submission of documents viz, BCCs (Balance Confirmation Certificate) / AoDs (Acknowledgement of Debt) / renewal of insurance policies (7 days before the due date) / Collection of balance sheets (annually) and ITR (quarterly) for the borrowers (only if it falls within the legal limits) / net worth statements (CA certified) as per SIDBI's prescribed format / Stock statements (CA certified)</p> <p>Follow up & reminder calls for collection of CGTMSE fee (Credit Guarantee Fund Trust for MSE) / Valuation charges / Advocate fee / any other fee as specified by SIDBI.</p>
b.	Marketing and cross selling	<p>SIDBI conducts several sales campaigns for promotion of new/ existing products from time to time. The Bank also runs marketing campaigns for enhancing brand equity and product awareness among target audience. The Call Centre will be required to assist the Bank in its endeavours by making outbound calls to customers and non- customers, to execute the following functions:</p> <p>Cross-selling of Bank's products to customers.</p>

		<p>Popularizing SIDBI's Bancassurance, Fixed Deposit (FD) schemes, etc to customers.</p> <p>Popularizing Bank's products to new customers. During the above process, any leads arising out of dialogue with customers and non-customers would need to be recorded in the Centralized Lead Management System to be provided by the Service provider.</p> <p>The Call Centre Agents (CCAs) are expected to be fluent with the Bank's product information like interest rates, loan Turn Around Times (TATs), collaterals etc. Also, they must be aware of salient product features as compared to other Banks' products so as to enable better selling.</p>
--	--	---

B. Field Collection & Cheque pick up services - means collection services comprised of the Agents attempting to make contact with Customers in default by sending a FOS Agent (door to door collector) to recover outstanding or for cheque pickup at customer's location. The services can also be performed by agencies appointed by the service provider.

- Arranging adequate FOS agents at client confirmed locations
- Ensuring visit to customers home / office address as per the appointment details received from the tele-callers
- Collecting cheque from the customer
- Providing an acknowledgement / receipt to the client as per the receipt management process mutually decided with the client
- Deposition of cheque at client's designated branch on daily basis
- Reconciling receipt books on a monthly basis or on such frequency as mutually agreed between both the parties
- Maintaining hands off tracker at the agent end
- Daily updating of feedback on the visit made and sharing the same with the respective TLs (Team Leaders)

3.5 Tele-calling

Service provider should quote their prices for tele-calling activities based on the indicative delinquent cases across different buckets (please refer to table A, the figures in table A are indicative, and may undergo change later).

A. Main activities

- i.* 30 days of overdue) – tele-calling by centralized cell using auto-dialer outbound tele-calling (standardized scripts for different situations). The indicative number of attempts of tele calling per customer per month should be 15. The referral percentage per Feet on Street (FOS) per month shall be 50%.
- ii.* SMA 1 (31-60 days of overdue) - notice to customer, field collector allocation / tele-calling for higher buckets (allocation on system). The indicative number of attempts of tele calling per customer per month should be 10. The referral percentage per Feet on Street (FOS) per month shall be 70%.
- iii.* SMA 2 (61-90 days of overdue) - notice to customer, field collector allocation / tele-calling for higher buckets (allocation on system), case allocated for intimation to customer of legal action. The indicative number of attempts of tele calling per customer per month should be 5. The referral percentage per Feet on Street (FOS) per month shall be 90%.
- iv.* Post NPA (after 90th day, where no recall issued / no suit filed) – Overdue Calling, field visits, collection of overdues & other applicable charges up to pre legal / pre recall stage (ie, from 91st day of NPA to till the issue of Recall Notice /initiation of legal action) and providing leads for negotiations and settlement. The indicative number of attempts of tele calling per customer should per month be 3. The referral percentage per Feet on Street (FOS) per month shall be 100%.

Table A

Process	Activity	Workflow	Expected referrals to FOS
1 - 30 days (SMA 0)	Tele Calling & Field Fulfillment (blended model)	Tele-calling attempt for first 15 days after the due date is crossed and then to be sent for the field referrals	50% accounts FOS allocation: as per requirement and in line with market benchmarks
31 to 60 days (SMA 1)	Tele Calling & Field Referrals Fulfillment (blended model)	Tele-calling attempt for first 10 days after the due date is crossed and then to be sent for the field referrals	70% accounts FOS allocation: as per requirement and in line with market benchmarks

Process	Activity	Workflow	Expected referrals to FOS
61- 90 days (SMA 2)	Tele Calling with concurrent Field Fulfillment (blended model)	Tele calling team to extent shadow support	90% accounts FOS allocation: as per requirement and in line with market benchmarks
After 90 days (NPA) (ie, from 91 st day of NPA to till the issue of Recall Notice /initiation of legal action)	Tele Calling with concurrent Field Fulfillment (blended model)	Tele calling team to extent shadow support	100% accounts FOS allocation: Overdue Calling, field visits, collection of overdues & other applicable charges up to pre legal / pre recall stage (ie, from 91 st day of NPA to till the issue of Recall Notice /initiation of legal action) and providing leads for negotiations and settlement.

The numbers mentioned in above table for number of accounts/calls are indicative. Bank on its sole discretion can change these numbers after detailed analysis of portfolio.

3.6 Other responsibilities in tele-calling

- Tele-callers start working on their allocation, making calls to the customers from the allocations
- The Service Provider / Service provider will provide dedicated telephone lines for making outbound calls and to receive inbound calls - For this, each location needs to have state of the art auto-dialers and inbound call distribution systems. This process should be captured on the system and it is MANDATORY for each action including calls not accepted by the customer and calls dropped to be recorded. The tele-callers will have codes for each action which they will input into the system (Promise to Pay [PTP], Broken PTP, call back, Customer not picking, declined call etc.). The Service Provider will deploy technical capability to record 100% of calls done to customers or received from customers on these lines. Screen recording will be done for 20% of the cases and the same process should be followed.
- Outbound calls to be done on working days between 08.00 hrs to 19.00 hrs only (or as per existing TRAI guidelines as may be notified from time to time).
- Customer's request to avoid calls at a particular time or at a particular place would be honoured as far as possible
- Inappropriate occasions such as bereavement in the family or such other calamitous occasions

will be avoided for making calls/visits to collect dues

- Customer will be intimated that the conversation is being recorded
- Tele-callers will be polite and courteous during collection calls
- Post convincing the customer, preferably cheques will be picked up from customers. All recoveries should be made by way of Cheque/ DD / RTGS / NEFT in the name of SIDBI. Cash should not be accepted. Recoveries can be effected in one lump sum or in installments. The cheque/ draft collected towards recovery should be deposited within 2 working days at the nearest office of SIDBI.
- Pickups (PUs) generated by the Tele-calling team shall be allocated to the Field team for further action. Targets to be given to tele-callers on payments coming through digital modes. In any case, each payment data promise to be recorded and an automatic re-call to be scheduled to remind the customer of the date the payment is to be made. The same process will be repeated on the PTP date.
- The bidder will provide data, on periodic basis as may be required by SIDBI, pertaining to all interactions (tele calling & FOS) captured in the internal IT platform of the service provider in formats to be designed at the time of implementation. This data will have to be shared through secure channels like SFTP/webservices/API, etc.

3.7 Audit trail, performance management reports and reconciliation

A. Audit trail

- i.* The calls are to be recorded automatically in standard voice format, each call to have a unique identification tag while storing.
- ii.* The call records should be identifiable basis "Number Called To" or "Number Called From". Additional information like, time of call and date of call should be available with each call record.
- iii.* Record of calls to be stored in hard drive and retained for a period of 12 months from the date of generation of each record. After 12 months the recorded hard drive need to be handed over to the bank. Call Records to be stored in a secured environment with appropriate security controls as mutually agreed with the Bank.
- iv.* The access to call records should be limited to authorized individual(s).
- v.* The system of Recording of Calls should be checked on periodic basis to ensure that calls are being recorded; a log to demonstrate that Call Recording System was checked must be maintained.

- vi.** If any failure in Call Recording mechanism is detected, it must be documented with reason and notified to the Bank in writing within 24 hrs.
- vii.** There should be alternate arrangement put in place to record calls or calling should be suspended till such time that system is not working.
- viii.** The call recordings should be handed over to the Bank, as and when requested.
- ix.** All the calls need to be monitored continuously for quality and consistency purposes.
- x.** On a weekly basis the Quality Supervisor/TL, is responsible to monitor at least 5 calls per agent. Escalation of calls also needs to be monitored and documented in case of customer issue.
- xi.** All customer issues need to be noted on system and to be escalated to the designated officer of SIDBI.
- xii.** The evidence of such call monitoring to be maintained by the Service provider for record purposes.
- xiii.** The feedback and coaching sessions should also be provided to the tele-callers
- xiv.** Regular training to be provided wherein gaps are identified in the behaviour.
- xv.** Agency is required to maintain audit trail of all customer interactions
- xvi.** Tech Enablement to capture audit trail and improve performance reporting
 - Capturing detailed interaction history and audit trail on system for all actions taken including Promise to Pay, phone call made and outcome, including no response.
 - All data on actions taken to be made available to the bank.
 - MIS should be shared with the bank on a daily basis.

B. Performance management

- i.** Mutually agreed periodic performance reports should be completed by the agency and handed over to SIDBI. The format of the report to be provided at the time of implementation.
- ii.** MIS personnel collate this feedback received and circulate the same internally and to the Bank every day.
- iii.** The Bank will verify the performance data against the MIS reports.

C. Training Module/Delivery: The Service provider must impart training as per content and methodology prescribed by bank covering below mentioned areas:

- i.* Product
- ii.* Process
- iii.* Quality
- iv.* Regulatory awareness
- v.* Certification: Agents must be certified before being deployed.
- vi.* Ongoing Training: Agents must go through refreshers based on Call monitoring feedback, product & process related updates

D. Critical to Quality (CTQs):

- i.* Productivity: Productive Time on system (Dialer) (TOS)
- ii.* Compliance: Measured against laid down internal & regulatory compliance parameters
- iii.* Net Recovery: Measured against monthly targets
- iv.* Inputting data: All associates, irrespective of level need to record the action taken, allocation done or response by the customer. This needs to be input in the system at the earliest possible time.

The metrics on key quality parameters will be defined, in line with portfolio requirement, at the beginning of the project.

E. Key Performance Indicators (KPIs)

Examples of Key Process Performance Indicators (KPIs) at bucket levels are shown in the list below.

Process Level KPIs:

- i.* Contact Rate
- ii.* Promise rate
- iii.* Resolution rate

F. Audit and Evaluation:

RfP No. 2019/1351/HO1/DCV	Issued on: June 29, 2018	Page:20 of 100
---------------------------	--------------------------	----------------

The Service provider IT infrastructure would have to undergo the following Review/Audit at defined frequencies or as required by the Bank

- i.* Sourcing Review
- ii.* Information security
- iii.* Bank/Third party audits
- iv.* RBI audit
- v.* Internal / Concurrent Audits /Reviews

3.8 Other key areas including skip tracing

- i. Agency needs to develop systems to prevent any frauds internally or externally. They should ensure that all the employees must adhere to bank practices with regards to fraud management
- ii. Skip tracing: The agency should help in the process of improving customer's contactability/whereabouts. For this, the agency should use external databases and other medium through FTEs using internet (including social media), telephone and other means.

3.9 Key operational processes

Collection agency would be required to adhere to following processes.

A. Receive allocations

- Allocation will be sent cycle-wise via SFTP (Secure File Transfer Protocol) or any other secure mode.
- Allocation data received from SIDBI will be allowed on the Service Provider's system on real time basis. Any allocation(s) need to be captured by the system and should be tamper-proof by the collections partner. The allocations will be done based on bucket and collection manager strategy for an account.
- Any accounts which do not follow the allocations logic need to be monitored and exception reporting needs to be done for these cases

B. Data allocations

Once allocation starts coming in, the Service provider personnel allocates data to their Tele-callers in their own CRM deployed for this activity. Welcome calling allocation is to be automatic. The system should automatically allocate all cases which have been booked in the last two days

and welcome calling should check for customer availability, understanding of the loan process, willing to pay and ability to pay. A standard script needs to be built for this so there is no lacuna.

C. Post Due Date Additions

- Tele-calling team will call on the account and generate pickups
- Post multiple rounds of calling the entire allocation will be segregated on the basis of 'Contacts' and 'no contacts'
- Post calling the no contacts (NC) cases need to be routed to field team as referrals after an SMS is sent to the customer with a link to call back within 2 days. The link to display the inbound number which is to follow the same process as outbound. All actions to be based on allocation. All routing to be considered an 'action taken' and should reflect on the system as such. All actions taken to be downloadable to SIDBI.
- After SMS reminders are sent, an email reminder is also to be sent to the customer on the Promise to Pay (PTP) date with details of how to pay and amount to be paid in multiple languages.
- The field Team Leader (TL) or collections manager will then allocate the cases to the field executives for collection and follow-up. Team leader to have collections experience. All field executive allocation to be captured on system.
- The allocation will then be followed by both the respective teams for a final resolution.
- Every customer visit to be recorded on system. Actions taken and customer responses to be captured and uploaded (via a smartphone secure app of the Service Provider for locations defined subsequently). All customer actions and tele-calling actions to be captured on system and provided to SIDBI on real time.

D. Field collection process

The field collection process will constitute:

- Arranging adequate FOS Agents at client confirmed locations for recoveries by way of Cheque/ DD (Demand Draft) / RTGS / NEFT in the name of SIDBI. Cash should not be accepted. Recoveries can be effected in one lump sum or in installments. The cheque/ draft collected towards recovery should be deposited within 2 working days at the nearest office of SIDBI.
- Ensuring visit to customers home / office address as per the appointment details received from the Tele-callers - this should be through a smart phone app which will also be used to update the system on action taken during the call, payment received or any of the feedback codes including customer not available etc.

- All visits to be recorded on handheld app and uploaded on system real time.
- Collecting cheque from the customer as per the schedule on the app. Providing an acknowledgement / receipt to the client as per the receipt management process mutually decided with the client -this needs to be a sms receipt where the sms copy is retained by the collection partner and can be audited. Manual receipt books/PDA (Personal Digital Assistant) based SMS is included, but should be kept minimal.
- Auto-reconciliation of the customer payments and receipts on a daily basis. This should be auto-reconciliation. All payments should be online and matched up against the physical receipts. (Physical receipts should be done away within 6 months and a SMS receipt to be given automatically to the customer.)
- All hands-off to be electronic and controlled by the backend of the Service provider.
- Daily updating of feedback on the visit made and sharing the same with the respective TL's– this is in addition to the payment detail or the customer feedback captured by the field collector via the app and uploaded directly on the system.

E. Professional Representations and Conduct

- The Service provider shall, at all times, comply with all laws and regulations governing the conduct of FOS agents
- No methods or tactics used by the FOS Agent will be inconsistent with or repugnant to the policies of the Bank nor should it bring discredit to the reputation of the Bank and should there be any doubt as to whether any method or tactic might contravene this sub-clause, the Service provider shall consult the Bank before employing such method or tactic and shall abide by any decision of the Bank with respect thereto.
- No bad behavior with clients. There should be a strict Code of Conduct which agents will have to adhere to. There should be a clear termination policy for repeat offenders.
- The FOS agents ideally should be given training to act as counselors to customers and behavior trainings need to be carried out regularly.

F. Visiting Hours

- FOS Agents are not allowed to visit or call debtors as per times specified by TRAI, unless the special circumstance of his / her business or occupation requires the FOS Agent to contact at a different time
- Prior appointment should be attempted to visit customer beyond normal visiting hours as mentioned above, as far as possible

G. Precautions to be taken on visits

- FOS Agent will respect personal space, maintain adequate distance from the customer
- FOS Agent will not enter the customer's residence / office against his / her wishes
- FOS Agent will respect the customers' privacy
- No alcoholic beverages are to be consumed while on the job by FOS agent
- FOS Agent will not use abusive language or threaten or use strong-arm tactics
- If the customer or customers threaten(s) to approach law enforcement authorities over any action of the FOS Agent, then the Service provider shall provide timely information to the Bank about such threat and events leading to such threat
- If the Network Partner or its personnel come into contact with law enforcement authorities during rendering services or if approached for law enforcement authorities over the service rendered to the Bank, then the Service provider shall notify the Bank about the incident and events leading to such incident

H. Appearance & Dress Code

- The FOS Agent must be in proper attire while meeting with Customer
- The FOS Agent should wear a clean and well-ironed shirt and pants
- The FOS Agent should carry the Identity card provided to him by the Service provider
- The identity card issued should state the full name, designation of the FOS Agent along with his photograph and the details of the Service provider such as name, address and contact telephone numbers.
- The FOS Agent must display prominently the said identity card on person

I. Locations

Tele calling locations

Tele calling locations shall be from a mutually aggregable location (s) in India. FOS locations shall be decided based on the top delinquency regions (highest number of NPA customers + SMA customers).

FOS locations

The scope will cover 9 regions (FOS) where delinquent portfolio is high. Exact locations will be finalized after detailed analysis of collections requirement. The bidders need to have arrangements to deploy FOS in these 9 regions. For this, they can use people in their payrolls or

partner with local agencies. Based on the quantum of accounts and high delinquency, at different locations, where SIDBI is located will need to be covered. These regions / locations are indicative and defined as follows:

9 Regions: 1) New Delhi, 2) Pune, 3) Chandigarh, 4) Ahmedabad, 5) Chennai, 6) Hyderabad, 7) Lucknow 8) Jaipur and 9) Guwahati

J. Other key considerations

1. Team skill set

Roles	Responsibilities
Associate	Managing Outbound Collection Calls
	Closing calls with Promise to Pay and Pick ups
	Minimizing the Roll forward rate on the assigned portfolio
	Relationship building with existing customers
	Language - Multilingual (English, Hindi, Marathi, Gujarati, South
	Indian languages-Kannada, Tamil, Telugu and Malayam)
	Qualification: Graduate preferred however not mandated
	Should have been accredited by authorised agency (IIBF etc.)
	Follow the Code of Conduct prescribed by the Bank
	Follow the process and procedures laid down by the Bank
	Achieve set target in line with client SLAs (Service Level Agreement)
	Offer basic product training to the team and monitor performance
	Ensure higher retention level and maintain attrition to minimal levels over a period of time
Team Lead	Manage and coordinate with pickup team for payment/pickup conversion to ensure resolutions as per target
	Graduate
	Min 3 years of experience in team leading roles in Call Centre
	Follow the Code of Conduct prescribed by the Bank
	Ensure Quality Assurance for all process and procedures as laid down by the Bank

3.10 DRA (Debt Recovery Agent) Certification

RfP No. 2019/1351/HO1/DCV	Issued on: June 29, 2018	Page:25 of 100
---------------------------	--------------------------	----------------

The cost for DRA certification accredited by authorised agency (IIBF etc.) to be borne by the service provider for both tele-callers and FOS. The same should be factored in the commercial bid.

3.11 PRI (Primary Rate Interface) / Dialler requirements

The Service provider should have the service of PRI for outbound calls from 2 service providers. The service provider can choose its own dialler and but should ensure COB (continuity of business) based on fall back and downtime, for both inbound and outbound calling.

Call Centre Technology & Infrastructure Connectivity

Minimum configuration:

- Windows 8 Professional -32 bit
- RAM: 4 GB
- Processor: Intel Pentium 4 3.0 GHz or equivalent
- Internet Explorer 10.0
- Integration with FOS handheld
- App for inputting data by FOS

Daily data transfer (Delinquent data from Bank and dialler disposition from partner etc.)

There should be system to be run for allocation and for inputting customer feedback within the service provider backend. This should be secure and a UAT for the same should be available.

3.12 Security Guidelines

- V-LAN should be completely separate from rest of the network. Only our campaign should run from that segregated network,
- All workstations on the network would be dumb terminals. They would have no external storage devices, no CD ROM drives.
- USB Storage ports would need to be disabled on the computers.
- Internet will be given only to the skip trace agents.
- Firewall need to be installed to protect network from intrusions from the Internet.
- No Modem of any kind to be allowed in the network.

- No laptops of any kind to be connected on network, unless approved by Bank authorized personnel.
- All windows servers/desktops should have real-time antivirus protection enabled and Anti-Virus should be updated daily. Also the report for the antivirus updation to be shared with information security and mark cc to Respective business FPRs.
- Bank applications and data on servers should be separated from other customers with firewall. Separate Server for Bank should be provisioned. Bank data should not be shared across common servers.
- Process should be in place to keep server configuration current, including updates with latest service pack, patches and security hot-fixes.
- All servers should be configured and hardened as per the Bank, India standards. Vulnerability scan should be performed on all new servers and gap fixed prior to put in the network.
- No Person working on a Bank Data would be allowed to take anything outside the Service provider premises. Proper checking of Agents needs to be undertaken when he/she enters the site and when he/she leaves the site for any kind of paper, device such as CD ROM, Hard disk, etc.
- No person in the premises will be allowed to connect to the Internet by modem, router or by anyway.
- No workstation would be allowed to take print out unless approved by Bank FTE (Full Time Equivalent) on the site.
- Parallel ports on the all the workstations would need to be disabled.
- No data will be stored in papers, if any paper is not required it should be destroyed by shredding. The Service provider must provision for a shredder to destroy confidential printouts.
- Bank will reserve the rights to audit the premises at any time it feels right. The Service provider would not have any concern about the audit and will Grant full access to the auditor (Bank or Third Party) to conduct the audit as per the Bank requirements. It is not mandatory to disclose the date and time of the audit of the premises.
- Data purging should be in line with Bank policies/guidelines issued to partner on time to time basis
- Hard drives used for data transfer should be destroyed Post data upload. The Service provider will destroy/format the hard drive in front of the Bank representative and send a confirmation to respective business FPRs.

- All data transfer between the Service provider and Bank should be in encrypted format with 128 / 256 bit encryption.
- No data should be stored on tele caller's workstation. All data should be stored on servers.
- Only supervisor should have necessary access to the data. Lower level staff will have access to data only on need to know basis.
- Agents must submit their hand bags/mobile phone/PDA's (Personal Digital Assistant) / Tabs to the Team leader before they login to the systems.
- Agents should not be allowed to take any notebook/papers outside the office premises (no paperwork).
- Fire Detection and Prevention measures should be in place.
- Air-conditioning system should be installed for Data Centre area.
- Identification badges should be provided to employees, visitors, contractors and third-party personnel entering the premises.
- Register should be maintained for entry and exit of visitors, contractors and third-party personnel.
- All changes on the network/system would go through the change management process which will have to be approved by Bank Information Security officer.
- The Service provider needs to comply with Bank data classification standards. The entire data/information is classified as Confidential.
- The Service provider must have provision for the CCTV recording for all entry/exit points and all workstations.
- Also all recording backups must be kept preserved for at least 12 months. Out of this, at least one-month data to be kept online. After this should be handed over to the Bank.
- No Password will be shared between Employees of the Service provider. Individual employees will own individual id & password.
- Agents shall not be allowed to send mails to external domains like Gmail, Yahoo, etc.
- Agents shall not be allowed to copy and paste to local system.
- It is preferable that the Service provider shall implement ISMS (Information Security Management Services) in accordance with ISO27001.

- The access to call & screen records should be limited to authorized individual(s).
- Generic IDs shall not be used to access to banks data. Periodic user IDs and access review shall be performed for all system components.
- Audit trails for all the activities performed on agent should be generated and maintained as per bank's policy
- Agents shall not have excess privileges (administrator) rights in the application / systems accessed by them.
- Service provider to implement COB requirements to ensure 24/7/365 uptime with possibility to retrieve information in case of any issue.
- **3.13 Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA)**
- The Service Provider shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Confidentiality / Non- Disclosure Agreement (NDA). The Service Provider shall execute the SLA and NDA within one month from the date of acceptance of letter of assignment.
- The terms of the SLA will be modified post 90 days of operations basis performance observed and relevant market benchmarks and will form the basis of performance-linked fee as mentioned in this RfP. The indicative numbers for resolution rate across different portfolio as mentioned in this RfP.
- The Bank will follow a part performance-linked fee structure. 30% of the monthly fee amount will be earmarked to be paid to collections partner on adhering to SLA norms. Each invoice raised on a monthly basis will have 70% of fixed fees as per the schedule given in the commercial bid and another up to 30% basis performance against the SLA. The 30% shall further be split into slabs based on performance. The exact slab will be defined in the SLA. The precise norms around evaluating performance against SLA will be detailed out with the winning bidder after 90 days of operations.
- The 30% performance linked payment will only be applicable to fees on street and skip tracing fees not on tele calling fee.
- In the first 90 days, there will be a fixed payout. The variable pay structure will initiate after first 90 days.
- Only after 90 days, SLA norms would be applicable, Failure to meet SLA norms would lead to non-payment of variable (30%) portion of fees to collection agency. Bank may change SLA metrics based on detailed diagnostic and analysis of the portfolio. Change in SLA metrics is at the complete discretion of the bank.
- In the commercial bid, the Bidder to provide the unit cost of the tele calling, unit cost of FOS and skip tracing and the overall cost for the estimated volume.

RfP No. 2019/1351/HO1/DCV	Issued on: June 29, 2018	Page:29 of 100
---------------------------	--------------------------	----------------

- Each invoice raised on a monthly basis will have 70% of fixed fees as per the schedule given in the commercial bid and another up to 30% basis performance against the SLA.

Escalation procedures: All process related escalations will be notified to the Bank along with Service provider's internal process. The escalation matrix will be finalised after 90 days from the date of going live.

3.14 Regulatory & Compliance

The Service provider's location should be registered as OSP with DOT. The copy to be attached while submitting response.

3.15 Project Timelines

The Service provider should start operations with indicative number of 5 tele-callers/10 FOS/ FTEs within 60 days from the date of award of the Contract. All other staff to support the tele-callers should be available proportionally with each batch being ready. Non- adherence to this schedule will be taken as breach of contract.

4. Process of Selection

The process of selection would be as follows:

- a. Issue of RFP
- b. Clarification / Pre-Bid Meeting
- c. Submission of Bids
- d. Opening of Eligibility & Technical Bids
- e. Discussion / Presentations of the service provider's meeting eligibility criteria with selection committee - Technical Score
- f. Opening of financial bids of the bidders that are technically qualified (Technically qualified bidders will be ones that have scored above the predefined threshold decided by SIDBI) - Financial Score
- g. Award of contract based on lowest financial score of the bidder

4.1. Eligibility

A list of the qualifying requirements and the supportive documents that need to be submitted are given in table below. Along with these documents, the bidder must also submit "Undertaking" as per Annexure I.

Eligibility Criteria	Supporting Required Letter of acceptance for compliance
The Service Provider should have been in existence in India since April 01, 2015 or earlier. The Service Provider should be a Government Organisation/ Public Sector Unit/ Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC/ Public Limited Company registered or incorporated in India. It should not be an Individual / Proprietary Firm / HUF etc.	Certificate of Incorporation / Constitutional Documents
Have minimum turnover not less than ₹10 crore per annum during last two financial years.	Audited financial statements. Wherever, audited financial statement is not available (only for FY 2018), CA certified Provisional Financial Statements along with supporting documents like TDS returns, GST returns, bank statements, etc. should be submitted.
Should have a positive EBITDA for the last 2 out of 3 financial years	Should have a positive EBITDA for the last 2 out of 3 financial years
The Service Provider should have well trained staff with minimum banking & finance knowledge.	A Self certified letter along with supporting evidence thereof viz, DRA certification accredited by authorised agency (IIBF etc.) for the resources. The Service Provider has to ensure that Debt Recovery

	Agents (DRAs) should adhere to the guidelines issued by RBI / IBA from time to time.
The Service Provider should have proven track record of providing such services.	A Self certified letter along with supporting evidence thereof.
The Service Provider should not have been penalised or found guilty in any court of law and the service provider shall not have been blacklisted / debarred by any Central Government Ministry/ SIDBI/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impact or compromise the delivery of services required.	Self- Certification by the Service provider on Company's letter head to be provided. However, SIDBI would have the right to independently verify the same. (Annexure V)
The Service Provider should not be owned or controlled by any Director or Employee of SIDBI or their Relatives)	Self-Declaration by the Service provider on Company's letter head (Annexure IV)
The Service Provider has not defaulted to any Bank within the jurisdiction of India	A self-certified letter to be submitted.
Should have fulfilled its tax obligation to the Govt	Company Secretary or CA certificate
Should be in the business of call centre for collection of bank dues for at least past three financial years	Relevant credential letters / contract order and supporting documents Key client references for each service providing details such as name, address, e-mail address, phone no., fax no.
Should have the experience of providing collection services with minimum 100 FTEs (Full Time Equivalent) to minimum one Scheduled Commercial Bank in India, during last three financial years.	Relevant credential letters / contract order and supporting documents (date of award of contract and date of commencement of the services)
Should have minimum 1000 FTEs for tele-calling	Self Declaration (As per Annexure VI)
Presence / Capability to operate out of multiple locations for tele calling, mass mailing etc. with audit trails addressing geographical and language requirements. (multiple locations in one states is considered as 1)	Self-Declaration
The Service Provider / bidder should submit Pre-Contract Integrity Pact as per format provided at Annexure - XI.	Pre-contract Integrity Pact duly signed by authorised signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format.
The Service Provider / bidder should submit a declaration validating that the Outsourced persons deployed by the bidder does not have any negative	Self-Declaration

track record (non performance / fraudulent activities)	
The Service Provider / bidder should submit a certificate to the effect that the bidder is not owned or controlled by any director/officer/employee of SIDBI or their relatives.	Self-Declaration

Note:

- Documentary evidence must be submitted for each criterion.
- Completion Letter/ Reference Letter (Format given) from relevant Senior Executive of the client to be attached for each engagement reference mentioned

Apart from the above minimum criteria, the bidder is also required to give the following information:

Sr No	Document Required
i)	Ownership and nature of entity (public, partnership, subsidiary, etc.).
ii)	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the bidder.
iii)	Proof of address of registered office.
iv)	GST Registration Certificate
v)	Integrity pact as per format at Annexure – XI

Summary of at least one project, giving the following details in a separate sheet:

- Name of the Client
- Nature of the Services
- Scope of the work
- Number of FTEs
- Locations
- Date of award of Contract
- Date of commencement of the services
- Whether the work has been vetted / audited by any independent Agency / Institutional Service providers of Repute, and if so, Outcome thereof.
- Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (Attach copies of contracts)
- SIDBI reserves the right to ask for additional / alternate documents from the bidder.
- The service provider's meeting the eligibility criteria as laid out above will be taken forward to the next stage of technical evaluation.
- Non - submission of any of the specified documents by the bidder would result in rejection of bid.

4.2. Technical Bid

Technical proposal will include details of overall approach to the areas listed in this RFP along with specific proposals/solution on each of these areas covering the conceptualization, design

RfP No. 2019/1351/HO1/DCV	Issued on: June 29, 2018	Page:33 of 100
---------------------------	--------------------------	----------------

and implementation stages. The Service Provider / successful bidder is expected to work with SIDBI to ensure early implementation of their recommendations. The format of Technical Bid is given in Annexure IX.

The Technical Bid should be complete in all respects and contain all information required in the document and should lay down all assumptions during preparation of the bid.

4.3. Financial Bid

The Financial bid will contain the financial quote covering total price/fees/cost of undertaking the assignment inclusive of all out of pocket expenses of the service provider. GST / any other applicable taxes should be excluded. Service providers / bidders will bid for the entire duration of the contract. No upward revision in the price would be considered on any count. Relevant price information and the rates should be quoted in Indian Rupees only. The format of Financial Bid is given in Annexure X.

The Financial bid made by the Bidder should take care of the following points:

- a. The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
- b. Financial Bid containing conditional offers will be rejected.
- c. In case of discrepancy in words and figures, the price quoted in words will be taken as final.
- d. There should not be any hidden costs for the items quoted.
- e. SIDBI is not responsible for the arithmetical accuracy of the bid. The service providers / bidders will have to ensure all calculations are accurate.
- f. SIDBI at any point in time for reasons whatsoever is not responsible for any assumptions made by the Service provider. SIDBI later will not accept any plea of the Service Provider or changes in the financial offer for any such assumptions.
- g. Any overwriting, erasure, etc. must be initialed by the authorized person.
- h. It may be noted that SIDBI will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable Taxes.
- i. SIDBI will pay the Tax as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful bidder / service provider.
- j. The service provider shall consider all conditions and difficulties that may be encountered during assignment, while quoting the rate.

* * *

5. Submission of Bids

5.1. The response to the RFP:

The response to the RFP will be in three parts:

- i. Eligibility
- ii. Technical Bid
- iii. Financial Bid

All the three parts should be submitted at the same time, but in separately sealed envelopes giving full particulars in the manner specified in the points below. The envelopes should reach on or before the timeline mentioned in the Important Information for RFP given at beginning of this RFP.

5.2. RFP response documents:

The RFP response documents should be submitted in paper copies of the following:

Envelope 1: (4 sets – 1 Original + 3 Photocopies) A sealed envelope containing full particulars of eligibility criteria (specified in section 4.1) should be super scribed "Eligibility Criteria for selection of Agency / Service Provider to set up and manage Call Centre for collection of dues, marketing & cross selling".

- i. Envelope 2 (4 sets – 1 Original + 3 Photocopies)
 - a. A sealed envelope containing Technical Bid documents (specified in section 4.2) should be super scribed "TECHNICAL BID for selection of Agency / Service Provider for collection of dues, marketing & cross selling". The envelope should contain three sub-envelopes with the following:
 - b. Sub Envelope 1 should contain the application money demand draft (as specified in section 1.17) and should be super scribed as "APPLICATION MONEY for selection of Agency / Service Provider for collection of dues, marketing & cross selling "
 - c. Sub envelope 2 should contain the EMD - demand draft OR BANK GUARANTEE (specified in section 1.18) and should be super scribed as "EARNEST MONEY DEPOSIT for selection of Agency / Service Provider to set up and manage Call Centre for collection of dues, marketing & cross selling "
 - d. Sub-envelope 3 should contain the hard copy of the Technical Bid documents (specified in section 4.2) and should be super-scribed "TECHNICAL BID for selection of Agency / Service Provider for collection of dues, marketing & cross selling "
- ✓ Detailed approach, methodology and work plan (including methodology for transfer of skills and capabilities) as per Annexure VII.
- ✓ Details about the team, its composition, and key executives proposed in various roles of the programme, as per proforma for SIDBI to compare the quality of teams between different Bidders, Staffing Schedule, team structure and profiles of programme leadership and experts who will be involved in the engagement in various capacities as mentioned in Annexure VIII.
- ✓ Self-Declaration regarding full time professional staff engaged exclusively in services of collection of dues (as per Annexure VI)

Envelope 3:

A sealed envelope containing soft copy of the eligibility criteria and technical criteria submitted in a pen drive and should be superscribed "SOFT COPY OF ELIGIBILITY CRITERIA & TECHNICAL BID for selection of Agency / Service Provider to set up and manage Call Centre for collection of dues, marketing & cross selling".

Scan copy in PDF format of all the documents submitted as paper copies to be put on pen drive.

ii. **Envelope 4:**

A sealed envelope containing Financial Bid Document (specified in section 4.3) should be super scribed "FINANCIAL BID for selection of Agency / Service Provider to set up and manage Call Centre for collection of dues, marketing & cross selling ".

iii. **Envelope 5**

- iv. The above FOUR envelopes should be put together in a FIFTH envelope super scribing " for selection of Agency / Service Provider to set up and manage Call Centre for collection of dues, marketing & cross selling - NAME OF THE SERVICE PROVIDER"
- v. The e-mail address and phone/fax numbers of the Bidder should also be indicated on the sealed envelope and all sub- envelopes.
- vi. The proposal should be prepared in English in MSWord / Excel/ PDF format. All correspondence will be in English. All forms may please be filled in Arial 12 Font in double spacing format. The Bid shall be typed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the bidder to bind the bidder to the contract. The person or persons signing the Bids shall initial all pages of the Bids. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids. SIDBI reserves the right to reject the Bids not conforming to the above.
- vii. The Bidder shall submit the proposals/Bid properly in a file that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as "Page #".
- viii. It should be noted that in case of any discrepancy in information submitted by the Bidder in hard-copy and soft-copy, the hard-copy will be given precedence.
- ix. Only one submission of the RFP response by each bidder will be permitted. In case of multiple submissions by the bidder, the first submission made will be given precedence.
- x. Submission by Fax transmission or emails is not allowed and will be considered invalid
- xi. The Bid must be submitted to SIDBI at the following address:

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

5.3. Rules for responding to this RfP

- i. The Service Provider / bidder should use the formats prescribed by SIDBI in submission of the RFP Response
- ii. All responses received after the due date/ time as mentioned in advertisement would be considered late and would be liable to be rejected.
- iii. Documents not required as part of the Tender should not be provided.
- iv. All bid responses would be deemed to be irrevocable offers/ proposals from the Service Provider and may be accepted by SIDBI to form part of final contract between SIDBI and the selected Service Provider. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by SIDBI.
- v. In case, due to unavoidable circumstances, SIDBI does not award the contract within three months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Service provider would have the choice to maintain the EMD with SIDBI or to withdraw the bid and obtain the security provided.
- vi. SIDBI reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- vii. Service provider at no point in time can excuse themselves from any claims by SIDBI whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by SIDBI. Service provider shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.
- viii. If related parties (as defined below) submit more than one bid then both/all bids submitted by related parties are liable to be rejected at any stage at SIDBI's discretion:
 - a. Bids submitted by the holding company and its subsidiary
 - b. Bids submitted by one or more companies having common director/s
 - c. Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners
 - d. Bids submitted by one or more companies in the same group of promoters/ management
 - e. Any other bid in the sole discretion of SIDBI is in the nature of multiple bids.

* * *

6. Evaluation of Bids

6.1. Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the Important Information for RFP given in the beginning of the RFP. During the opening of the bids, the bidders can depute an authorized representative (only one) to attend the bid opening process. No separate information will be given in this regard to the bidders for deputing their representatives. The representative should submit an authority letter duly signed by the service provider authorizing him to represent and attend the Bid opening on behalf of service provider. The authorised representative having photo identification, present shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the bidders.

6.2. Preliminary Scrutiny

SIDBI will scrutinize the offers received to determine whether they are complete and as per RFP requirement. The service providers meeting the eligibility criteria will be taken forward to the next stage of technical evaluation.

6.3. Technical Evaluation

The technical bid submitted will be evaluated by selection committee. The selection committee would undertake a discussion / presentation with the agency / service provider on the understanding of the key challenges before SIDBI, proposed Approach and Methodology to be adopted, time frame for implementation of activities in SIDBI and the proposed team. The technical capabilities and competence of the Service provider should be clearly reflected in the discussion / presentation. SIDBI will inform the date, time and venue of the discussion / presentation to the Service providers that have met the eligibility criteria.

Kindly note that the team proposed in the Technical Proposal (in Annexure VIII) will need to necessarily be made available to SIDBI for delivery of the assignment. During the course of discussion / presentation, SIDBI has the right to interview the proposed personnel, to decide whether to deploy him / her in the project or not. SIDBI shall reserve the right to seek the change of Resource personnel in case of need. SIDBI reserves the right to review the decision of appointment in the event SIDBI is not satisfied with the performance.

Based on the details submitted by the Service Providers in the Technical Proposal and the Discussion / Presentation with the Selection Committee of SIDBI, the Technical Evaluation of the eligible Service Providers will be carried out as furnished below:

6.3.1 The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

RfP No. 2019/1351/HO1/DCV	Issued on: June 29, 2018	Page:38 of 100
---------------------------	--------------------------	----------------

Phase	Evaluation	Sub Scores	Total Score
1	Presence of functional /technical expertise	20	
2	Relevance of credentials	50	
3	Technical presentation and proposal review (may include service provider Site visit)	30	
	Total	100	100

6.3.2 Presence of technical and functional expertise (self-reported)

Reponses received in Annexure IX would be used for evaluating the Service provider on the functionality being proposed by the Service provider. All the technical and functional parameters (under Annexure IX) will have equal weightage.

The Bank may request the Service providers to present and demonstrate the solution proposed. The product demonstration and assessment of the product against the functional RFP line items will be basis of the evaluation.

Further, as part of the technical presentation, the bidder should be able to demonstrate these capabilities and answer questions raised by the bank.

The Bank reserves the right to change these service provider scores given by the Service provider, in case of any specific contradictory observations during the product demonstrations or the verification exercise.

For each requirement in the RFP a score would be worked out as under:

Total Service provider score = SUM {Service provider score for each functionality X Bank rating for each functionality}

In ideal scenario the Bank would expect the Service provider to propose the solutions which would have all line items with service provider score as "5".

6.3.3 Relevance of Credentials

The Bidder should have experience in implementing end to end collection services for a Bank in India during last three years. The credential will be qualified for scoring wherein the service provider has handled the collection services to Bank in India. Each service provider having credentials as stated above will get marks as given below in the table:

Sl.No	Number of Relevant credentials	Marks	
-------	--------------------------------	-------	--

1	In Business of call centre for collection of bank dues	5	More than 5 years:-5 marks 3-5 years:- 3 marks
2	Running call Centre for scheduled commercial banks with minimum 100 FTE with deep domain experience in managing collection across various buckets	15	More than 3 Banks :- 15 marks 3 Banks :- 10 marks 2 Banks :- 5 Marks 1 Bank :- 2 Marks
3	No. of FTEs with domain experience in managing collections across various buckets.	10	Collection tele-callers (10 marks) Above 400 - 5 marks More than 200-but below 400 - 3 marks 100 to 200 - 2 marks
4	No. of total tele-callers across different functions	5	Tele-callers (5 marks) Above 3000:- 5 Marks 2000 to 3000:- 3 Marks 1000 but below 2000:- 2 Marks
5	Capacity to operate from Multiple locations different states of India. (multiple locations in one states are considered as 1)	10	Above 3 locations 10 marks 2-3 locations 5 marks
6	Site Visits to client's locations as per credentials given by bidder.	5	
	Total	50	

6.3.4 Technical presentation and proposal review (may include service provider Site visit)

The Bank would request the Service providers to present and demonstrate the solution proposed. 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.

The service provider will be evaluated on the following basis:

Sr.No.	Product capabilities	Weightage
--------	----------------------	-----------

1	Understanding of bank requirement	10
2	Implementation methodology	6
3	Process delivery capabilities	6
4	Experience and skills of personnel	8
	Total	30

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.

1. The technical bid will be analyzed and evaluated, based on which Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
2. Technical Bids receiving score greater than or equal to 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
3. If less than 3 bidders qualify as per technical criteria, SIDBI reserves the right to short list maximum top 3 bidders subject to Technical Score of 60.

Note:

- a. Documentary evidence must be submitted for each criterion 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.
- b. Completion Letter / Reference Letter (Format given in Annexure III) from relevant Senior Executive of the Service Provider to be attached for each engagement reference mentioned.

6.3 Evaluation of Commercial Bid

1. In this phase, the Commercial Bids of the Bidders as per Annexure X, who are found technically qualified in previous phase, will be taken for commercial evaluation.
2. The date for opening of commercial bids will be separately advised.
3. Technical Score of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.
4. During commercial evaluation, the bidder quoting the lowest fees will be selected.
5. The service provider with the lowest commercial bid will be selected for further discussion for finalizing contract subject to satisfying all the terms and conditions defined in this RfP document.

6. The commercial bid evaluation will be done on the basis of total cost, which is a sum of total tele-calling cost, total FOS cost / skip tracing. The bidder will have to quote for "Per-seat cost" for tele-calling," FOS" cost.

7. The indicative number of tele-callers required will be 5 and FOS will be 10. For the purpose of calculation of amount in commercial bid, the no. of tele callers / FOS and the bidder is required to quote the same on such numbers only. However, the number of tele callers / FOS may vary depending on the requirement.

The following table below will have to be filled for commercial bid.

Parameter	Costing	Year I	Year II	Year III
Fees for one tele caller in ₹ (to be filled by the bidder)				
Number of tele-callers (#)	5			
Total tele caller fees (to be filled by the bidder) in --- (A)	X1	C1	C2	C3

Note: X1 is the NPV of cost of tele caller services

Parameter	Costing	Year I	Year II	Year III
Fees for one FOS (Feet on Street) in ₹ (to be filled by the bidder)				
No of FOS required / to be deployed	10			
Total Cost for Feet on Street ----- (B)	X2	C4	C5	C6

Note: X2 is the NPV of cost of FOS services

Note:

- 1 The total cost will be calculated for the purpose of arriving at TCO (total cost of ownership) and would be used for comparing the bid prices.
- 2 X = Net Present Value (NPV) of services for a period of three years exclusive of all taxes.
- 3 The Net Present Value (NPV) per year will be calculated as per the following formula:

$$X = \frac{C}{(1+r)^n}$$

Where:

- 4 'C' is the annual amount of each year as given in Format. C1 for Year I, C2 for year II & C3 for Year III for tele caller services and C4 for year I, C5 for Year II and C6 for Year III for FOS services
- 5 X_1 is the NPV of cost of tele caller services and X_2 is the NPV of cost of FOS services
- 6 $X_1 = C_1 + C_2 + C_3$ & $X_2 = C_4 + C_5 + C_6$
- 7 $X = X_1 + X_2$
- 8 'r' is Discount Rate which for calculation purpose is taken as 8.75%.
- 9 'n' is number of years, i.e. 1 for 1st year, 'n' is 2 for 2nd year, 3 for 3rd year.
- 10 The lowest quoted price (exclusive of all taxes) as per Annexure will be termed as L1 bid and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on.
- 11 Order would be placed with commercially lowest quoting bidder i.e. L1 bidder.

Total fees A+B is ₹.....(in words) exclusive of taxes.

6.4. Notification of Outcome

SIDBI will notify the service provider who has been appointed either in writing or by email as soon as practicable, about the outcome of the RFP evaluation process. SIDBI is not obliged to provide any reasons for any such acceptance or rejection. The decision of SIDBI shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

6.5. Signing of the Contract

The successful bidder shall be required to enter into a contract with SIDBI within 30 days of the award of the contract/PO/LOI or within such extended period as may be specified by SIDBI, based on terms and conditions as contained in this RfP document and other standards relevant clauses as well as bidders offer document with all its enclosures, modification arising out of negotiation / clarification etc.

* * *

7. General Terms and Conditions

7.1. Adherence to terms and conditions

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

7.2. Service provider's Responsibilities and Related Conditions

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

service contract / any other matter related with discharge of contractual obligations by the service provider.

- i. Any loss occurring due to the negligence / fraudulent activities of the Service Provider / outsourced persons deployed by them, would be recovered from the Service Provider.
- j. The Service Provider has to ensure that the persons deployed for the project should adhere to the guidelines issued by RBI / IBA / other regulatory/statutory authorities from time to time.
- k. The Service Provider should ensure that the database, systems and records maintained by them through associates /persons deployed in activities pertaining to the Bank, are audited at least once in a year.
- l. In instances, where service provider acts as an outsourcing agent for multiple banks, care should be taken to build strong safeguards so that there is no comingling of information/documents, records and assets.
- m. While outsourcing is not a manpower contract, some of the outsourced activities would be within the purview of Contact Labour (Regulation & Abolition) Act, 1970 (CLRA Act) and in terms of the provisions of this Act. As such, wherever required, a Registration should be obtained from the designated authority (Assistant Labour Commissioner (Central) or the Regional Labour Commissioner (Central) depending upon the jurisdiction). The Service Provider may ensure that in all such cases, a valid license is obtained before commencing the activity.

7.3. Sufficiency of Tender

The Service providers shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices before agreeing to the Terms and Conditions. The rates quoted by the Service providers shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Service providers should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount without taxes, royalties and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment.

7.4. Contract Agreement

The selected Service provider will be required to execute the following:

“Contract / Agreement which will include all the services and terms and conditions of the services to be extended as detailed here in and as may be prescribed or recommended by SIDBI”.

If the selected Service provider differs / does not agree on any conditions / terms of the contract, SIDBI has the right to appoint the next ranked Service provider without any obligation

or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

If the successful bidder fails to return the signed contract or provide the required performance security or expresses inability to carry out the contract or fails to start the work within stipulated time, SIDBI shall forfeit the bid security amount (EMD) of the bidder and ban the contractor from subsequent bidding for a period of 3 years.

Unless and until a formal Agreement is prepared and executed, this Tender (RFP) together with the written acceptance of the Service provider thereof shall constitute binding Terms and Conditions between the parties.

7.5. Project Timelines

1. The Service provider should adhere to the project schedule as stipulated in the below table. Failure to do so would be liable for LD as stated in the RfP, unless SIDBI grant an extension to the Service provider in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of SIDBI to grant such an extension. The project timelines are as follows:

S.N.	Activity	Project Timelines
1	Starting of operations of collection of dues, marketing & cross selling	60 days

2. The reference date for purpose of counting all timelines as mentioned above would be the date of award of the Contract.
3. SIDBI will consider the inability of the Service provider to deliver the services within the specified time limit, as a breach of contract and would entail the payment of Liquidated Damages on the part of the Service provider.
4. SIDBI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions
5. The liquidation damages represent an estimate of the loss or damage that SIDBI may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, acceptance etc. of the deliverables) by the Bidder.

7.6. Tenure

The Service provider will be appointed for a period of 3 years / 36 months (extendable up to another period of 2 years as per mutually agreed terms with a maximum enhancement cap of 10% with respect to previous year and on satisfactory performance) from the date of signing of the contract. However, this would be subject to satisfactory performance during periodic reviews based on demonstrated capabilities / abilities, which would be solely adjudged by SIDBI. In case the performance of the service provider is deemed unsatisfactory; the contract will be terminated as per the provision of the "termination of contract" clause mentioned in this RFP.

7.7. Annual Review

SIDBI will conduct annual review and inspection, as and when required, to review service provider performance/ financial stability / service reliability as per the metrics / criteria defined in the RfP.

7.8. No Commitment to Accept Lowest Financial Proposal by value

SIDBI shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. SIDBI reserves the right to make any changes in the terms and conditions of engagement. SIDBI will not be obliged to meet and have discussions with any Service provider, and/or to listen to any representations unless there is change in the terms and conditions of engagement.

7.9. Payment terms

SIDBI will release the payment of the agreed Professional / Service Fees to the selected Service provider after deduction of applicable taxes at source.

If any of the items/ activities corresponding to which certain price as mentioned in the price Bid is quoted, is not taken up by SIDBI during the course of this assignment, SIDBI will not pay the professional fees quoted by the selected Service provider in the Price Bid against such activity/ item.

- The Bank will follow a part performance-linked fee structure. 30% of the monthly fee amount will be earmarked to be paid to collections partner on adhering to SLA norms. Each invoice raised on a monthly basis will have 70% of fixed fees as per the schedule given in the commercial bid and another up to 30% basis performance against the SLA. The 30% shall further be split into slabs based on performance. The exact slab will be defined in the SLA. The precise norms around evaluating performance against SLA will be detailed out with the winning bidder after 90 days of operations.
- The 30% performance linked payment will only be applicable to feet on street and skip tracing fees not on tele calling fee and Cheque pick up.
- In the first 90 days, there will be a fixed payout. The variable pay structure will initiate after first 90 days.

7.10. Liquidated Damages (LD)

SIDBI will impose Liquidated Damages, if the selected Service provider fails to comply the following terms of Service Level Agreement

1. fails to provide the services to SIDBI within the agreed time lines and to the satisfaction of SIDBI.
2. fails to make the required number of tele calls
3. fails to deploy FOS visits / physical follow up

4. fails to keep the commitment made

The LD will be subject 1% of the contract value per week of delay, subject to maximum of 10% of contract value and thereafter, the contract may be cancelled after due notice of 30 days (with cure period of 30 days)

Notwithstanding whatsoever stated in para above, if the selected Service provider fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per SIDBI's satisfaction, then SIDBI can repudiate the contract and adjust LD amount as mentioned above from the selected Service provider.

7.11. Taxes

All applicable taxes on the service fee will be paid by SIDBI. The Service provider shall be responsible for deposit of all taxes, duties, levies, fees or charges in respect of the works as required for the Assignment to concerned Government authorities. Also, TDS will be deducted from the payments to the Service provider as per applicable laws.

7.12. Statutory authority obligations, notices, fees & charges

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

7.13. Compliance with all applicable laws

The Service provider shall undertake to observe, adhere to, abide by, comply with and notify SIDBI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect SIDBI and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there.

7.14. Compliance in obtaining approvals/ permissions/ licenses

The Service provider shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate SIDBI and its employees/ officers/ staff/ personnel/

representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and SIDBI will give notice of any such claim or demand of liability within reasonable time to the bidder.

7.15. Applicable Law and Jurisdiction of Court

The Contract with the selected Service provider shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Lucknow, Uttar Pradesh.

7.16. Single Point of Contact

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

7.17. Authorised Signatory

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

7.18. Work space and administrative requirements

To be provided by the successful bidder as mentioned in the scope

7.19. Substitution of Programme Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Service provider, as the case maybe, can do so only with the prior written concurrence of SIDBI and by providing the replacement staff of the same level of qualifications and competence. If SIDBI is not satisfied with the substitution, SIDBI reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by SIDBI to the selected Service provider during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, SIDBI reserves the unconditional right to insist the selected Service provider to replace any team member with another (with the qualifications and competence as required by SIDBI) during the course of assignment pursuant to this RFP.

7.20. Rights in Intellectual Property and Material

All the rights relating to the Trade Marks and Copy Rights in respect of development done by the Service provider exclusively on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI.

In order to perform the services, the Service provider must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep SIDBI harmless and indemnify SIDBI from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

All documents, report, information, data etc. collected and prepared by Service provider in connection with the scope of work submitted to SIDBI will be property of SIDBI, it shall have every right to use data that may be in the possession of the service provider or its representative in the course of performing services under the agreement that may be entered into. The Service provider shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Service provider shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

The pre-existing intellectual property of the Service provider used in deliverables shall remain vested with the Service provider.

7.21. Confidentiality

- (i) Information provided under this RFP and subsequent Service Agreement (if the Service provider is selected) 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.
- (ii) "Confidential Information" means all information that is or has been received by the "Receiving Party "from the "Disclosing Party "and that:
 - a. Relates to the Disclosing Party; and
 - b. Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - c. Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or service providers.

- d. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by SIDBI with the Service provider.
 - e. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
 - f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to SIDBI's data or data of SIDBI customers, including but not limited to SIDBI customers "or SIDBI employees" personal data or such other information as SIDBI is required by SIDBI in secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
 - g. Nothing contained in this clause shall limit Service provider from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Service provider shall at no point use SIDBI's confidential information or Intellectual property.
- (iii) The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.
- (iv) The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- (v) If the Service provider hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Service provider is bound to maintain the confidentiality.

- (vi) The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party and
- a. disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
 - b. unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- (vii) In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
 - b. Keep the Confidential Information and Confidential Materials and any copies there of secure and in such a way so as to prevent unauthorized access by any third party
 - c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
 - d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return other Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
 - e. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party;

- i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control
 - ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers
 - iii. to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - iv. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
 - v. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
 - vi. The rights in and to the data/ information residing at SIDBI's premises, including at the Disaster Recovery Centre even in the event of disputes shall at all times solely vest with SIDBI.
- f. This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:
- i. Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
 - ii. Is known to the receiving party at the time of receiving such information as evidenced by documentation then right-fully in the possession of the receiving party;
 - iii. Is furnished by others to the receiving party without restriction of disclosure;
 - iv. Is there after rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
 - v. Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity

- to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- vi. Was independently developed by the receiving party without the help of the Confidential Information.
- (viii) On termination of the RFP and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to SIDBI which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Service provider may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to SIDBI's data or data of SIDBI customers, including but not limited to SIDBI customers" or SIDBI employees" personal data or such other information as SIDBI is required by Bank's secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- (ix) The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.
- (x) Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.
- The confidentiality obligations shall survive the expiry or termination of the agreement between the Service provider and SIDBI.
- (xi) SIDBI shall use the deliverables only for internal use as per the agreement. Disclosure to third parties shall be after removing service provider's reference, except when the information is required for submission to statutory / regulatory authorities.

7.22. Indemnification

All applicants under the RFP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep SIDBI and /or its directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims,

demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by SIDBI and or its directors, officers, employees, agents and representatives due to reason of (a) breach, misconduct, omission, or (b) negligence on the part of the Service provider and or its directors, employees, in the performance of the Services including, but not limited to, any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right. The total liability of the selected Service provider under this clause and contract shall not exceed the cumulative fee paid to the Service provider. The Indemnification shall survive the expiry or termination of the agreement between the Service provider and SIDBI.

7.23. Termination

In the event of non-performance of the Service provider as decided by SIDBI or any disputes or differences arising between the Parties hereto on any matter / provision set out in this RFP and subsequent Service Agreement for the selected Service provider, the Parties shall try to resolve the matter amicably inter se. The defaulting Party shall be given notice of 30 days to alter the situation and resolve the dispute or reverse the damage caused in any way.

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.

Upon termination of the Agreement, the Service provider would promptly hand over to SIDBI all Deliverable Items, including work-in-progress, all "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 Service Provider complete pending assignments and SIDBI shall agree to settle the dues in respect of assignments after completion thereof by the Service provider, except if specifically instructed by SIDBI to act otherwise. In such case, the payment due to the Service Provider would be determined on the basis of the last completed milestone as per the programme schedule.

SIDBI would also have the right to terminate such Service Agreement with three months" notice without assigning any reason.

SIDBI reserves the right to cancel the contract of the selected Service Provider and recover expenditure incurred by SIDBI in any of the following circumstances:

- a. The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid

- c. The progress regarding execution of the contract, made by the selected Service Provider is found to be unsatisfactory.
- d. If deductions on account of Penalty exceeds more than 10% of the total contract price or the PBG amount, whichever is lower.
- e. If the selected Service Provider fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- f. If the selected Service Provider gets merged/ taken over by another firm.

7.24. Arbitration

i. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or the interpretation thereof.

ii. Dispute Resolution

- a. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.
- b. The Parties agree to use their best efforts for resolving all Disputes, including those relating to delay caused in completion of project or delay in performance of obligations under the Contract, and arising under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- c. No conflict between Bidder and SIDBI will cause cessation of services or payment of fees due to the Bidder. Only by mutual consent the services will be withdrawn.

iii. Resolution of Disputes

- a. It will be SIDBI's endeavor to resolve amicably any disputes or differences that may arise between SIDBI and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- b. Any Dispute which is not resolved amicably by conciliation, as provided above, within 30 calendar days from the date of initiation of amicable dispute resolution procedure, shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between SIDBI 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.
- c. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by SIDBI 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.

- d. Arbitration proceedings shall be held at Lucknow, India or such other place as may be decided by SIDBI and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- e. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Lucknow, India only.
- f. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail, fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later

7.25. Publicity

Any publicity by the Service provider in which the name of SIDBI is to be used should be done only with the explicit prior written permission of SIDBI.

7.26. Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or courier or email duly transmitted, facsimile/ fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/ email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

7.27. Written Notice of change in name, form or control of either Party

The Service Provider shall provide SIDBI with prompt 30 days prior written notice of any change in Service provider's name, ownership, or form of organisation. The Service provider shall also provide SIDBI with prompt written notice and in any event within a period of 30 days of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.

7.28. Violation of Terms

RfP No. 2019/1351/HO1/DCV	Issued on: June 29, 2018	Page:57 of 100
---------------------------	--------------------------	----------------

SIDBI shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Service provider from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies SIDBI may have at law or inequity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

7.29. Limitation of Liability

- a. Save and except as provided in "Terms of Compensation" and "Termination" herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement.
- b. The Service provider's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, to otherwise), shall be at actual and limited to the cumulative fee paid to the Service provider by SIDBI. Service provider's liability in case of claims by SIDBI resulting from Willful Misconduct or Gross Negligence of Service provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- c. SIDBI shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules supplied by Service provider as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, SIDBI shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Service provider.
- d. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.
- e. If a Force Majeure situation arises, the bidder shall promptly notify SIDBI in writing of such conditions, the cause thereof and the change that is necessitated due to the conditions. Unless otherwise directed by SIDBI in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. SIDBI may terminate the contract or suspend its performance. In such an event the service provider shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.

7.30. Survival

Any provision of the Contract/ this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/ RFP is valid, subsisting and in full force and effect.

In the event of the Termination of the Agreement (with the selected Bidder) in whole or in part, the Clauses titled "Compensation", "Rights in Intellectual Property and Material", "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns.

7.31. Severability

Each of the above restrictions is separate and severable from the other. Any provision, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

7.32. No Agency

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

7.33. Corrupt and Fraudulent Practices

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

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

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

7.34. Adherence to Standards

The selected Service provider should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

SIDBI reserves the right to conduct an audit/ ongoing audit of the collection services provided by the selected Service provider through itself or any other outside agency. SIDBI reserves the right to ascertain information from the other Banks and institutions to which the Service providers have rendered their services for execution of similar programs.

The selected Service provider shall allow the Reserve Bank of India (RBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by the selected Service provider relating to this RFP, within a reasonable time failing which selected Service provider will be liable to pay any charges/penalty levied by RBI. The selected Service provider shall allow the RBI to conduct audits or inspection of its Books and account with regard to SIDBI or this RFP by one or more of RBI officers or employees or other persons duly authorized by RBI.

7.35. Conflict of interest

The service provider engaged should avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of SIDBI while rendering any advice / service.

7.36. Sub Contracts

Neither the contract nor any rights granted under the contract can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Service provider without advance written consent of SIDBI. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect.

SIDBI expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. The service provider may, however, outsource / sub-contract some of the non-core activities. The service provider should disclose the names of sub-contractors, if any in the bidding document. The service provider shall be solely responsible to SIDBI for all deliverables under the assignment including the outsourced / sub-contracted activities, if any and should be able to give support to SIDBI 24X7. Any subsequent changes / additions / replacements of sub-contractors would require prior written consent from SIDBI.

7.37. Taken / Bought over of Company

Subsequent to the order being placed with SIDBI, in the event of bidder being taken/ bought over by another company, all the obligations and execution of responsibilities under the

agreement with SIDBI should be passed on for compliance by the new company in the negotiation for their transfer.

7.38. Right to Visit

All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.

SIDBI and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by SIDBI is not misused. The Bidder will have to cooperate with the authorized representative/s of SIDBI and will have to provide all information/ documents required by SIDBI.

7.39. Audit

The service provider shall allow SIDBI, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. In case any of the services are further outsourced/assigned/ subcontracted to other service providers, it will be the responsibility of the service provider to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.

7.40. Non-solicitation

The selected Service provider, during the term of the contract and for a period of two years thereafter shall not without the express prior written consent of SIDBI, directly or indirectly:

- a. Recruit, hire appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by SIDBI in rendering services in relation to the contract; or
- b. Induce any person who shall have been an employee or associate of SIDBI at any time to terminate his/ her relationship with SIDBI.

7.41. No Employer Employee Relationship

The selected Service provider or any of its holding/subsidiary/joint-venture/ affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents

shall not, under any circumstances, be deemed to have any employer-employee relationship with SIDBI or any of its employees/ officers/ staff/ representatives/personnel/agents.

7.42. Vicarious Liability

The selected Service provider shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by the selected Service provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in SIDBI shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Service provider, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the selected Service provider shall be paid by the selected Service provider alone and SIDBI shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Service provider's employees, agents, contractors, subcontractors etc. The selected Service provider shall agree to hold SIDBI, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to SIDBI through the action of selected Service provider's employees, agents, contractors, subcontractors etc.

7.43. Other Conditions

It is clarified, as and by way of abundant caution that SIDBI will have all ownership and / or license rights on all the ideas, concepts, proposals, etc. developed by the Service provider during the course of this assignment as specified in the RFP and paid for by SIDBI.

SIDBI reserves the right to negotiate any aspect of proposal with any Service provider and negotiate with more than one Service provider at a time after the RFP closes to improve upon or clarify any response or bid proposal.

SIDBI reserves the right to ask some or all service providers for clarification of their offer to assist in the scrutiny, evaluation and comparison of offers and based on this, disqualify the Service provider whose clarification is found not suitable for the proposed project.

SIDBI reserves the right to share the information/clarifications provided in response to RFP by any Service provider, with any other Service provider(s)/others, in any form.

7.44. Representations and Warranties

In order to induce SIDBI to enter into the Contract, the bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a. That the bidder is a partnership firm/LLP/company which has the requisite qualifications, skills, experience and expertise in providing the service(s), the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service(s) sought by SIDBI.

- b. That the bidder is not involved in any major litigation and no litigation or investigation is threatened against the bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the RFP/Contract.
- c. That the representations made by the bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and RFP and unless SIDBI specifies to the contrary, the bidder shall be bound by all the terms of the bid. The bidder has not suppressed any information, which is within the knowledge of the bidder.
- d. That the bidder meets the requisite eligibility criteria as set out hereinabove and has the requisite professional skills, personnel and resources/authorizations that are necessary for providing / rendering all such service(s) as are necessary to perform its obligations under the bid and this Contract
- e. That the bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- f. That the bidder shall use such assets of SIDBI as SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, or the Contract. The bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g. That the bidder shall procure all the necessary permissions and requisite authorities approvals, consents, no objections and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon, and shall keep SIDBI, its directors, officers, employees, representatives, service providers and agents indemnified in relation thereto.
- h. That all the representations and warranties as have been made by the bidder with respect to its bid and the Contract, are true and accurate, and shall continue to remain true and accurate through the term of the Contract.
- i. That the execution of the service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industry practice.
- j. That there are - (a) no legal proceedings pending or threatened against bidder or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or

investigations have been threatened, commenced or pending against the bidder or its team members by any statutory or regulatory or investigative agencies.

- k. That the bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- l. That all the conditions precedent under the Contract has been complied.
- m. That neither the execution and delivery by the bidder of the Contract nor the bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the bidder (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Constitutional Documents (if applicable) of the bidder.
- n. That the bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made by him/her/it.
- o. That the bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of SIDBI, which may directly or indirectly have a bearing on the Contract or service(s).
- p. That the bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the service(s) and the bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the bidder or which the bidder is licensed to use, which are material in the context of the bidder's business and operations are being infringed nor, there is any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the bidder by any person. All Intellectual Property Rights (owned by the bidder or which the bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep SIDBI, its directors, officers, employees, agents, representatives and service providers indemnified in relation thereto.

7.45. Relationship between the Parties:

Nothing in the Contract constitutes any fiduciary relationship between SIDBI and successful bidder/its team or any relationship of employer - employee, principal and agent, or partnership, between SIDBI and the successful bidder.

No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

SIDBI has no obligation to the successful bidder's except as agreed under the terms of the Contract.

All employees/personnel/ representatives/agents etc., engaged by the successful bidder for performing its obligations under the Contract/RFP shall be in sole employment of the successful bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall SIDBI be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the successful bidder.

The successful bidder shall disclose to SIDBI in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the successful bidder or its team/agents/representatives/personnel etc.) in the course of performing the services as soon as practical after it becomes aware of that conflict.

The successful bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless SIDBI first gives the successful bidder its prior written consent

* * * * *

8. Annexure(s)

Annexure – I : Undertaking regarding agreement of all terms of RFP

(To be submitted on Bidders company letter head)

Date:

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

Dear Sir,

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

Sr No	Particulars	Details
1.	Name of Service provider / Agency	
2.	Registered Address	
3.	Website address	
4.	Nature of entity (partnership/ private/ public etc.)	
5.	Name of Partners / Directors	
6.	Date of Incorporation	
7.	Details of authorized contact person	
	Name	
	Designation	
	Telephone nos	
	Mobile no	
	Email Address	
	Fax no	

- 2) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RFP on our own and not through any associate.
- 3) We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RFP.

RfP No. 2019/1351/HO1/DCV	Issued on: June 29, 2018	Page:66 of 100
---------------------------	--------------------------	----------------

- 4) We hereby certify that we have provided all the information requested by SIDBI in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct or in a different format, SIDBI shall have the absolute right to take any action as deemed fit without any prior intimation to us.
- 5) We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- 6) If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised in the RFP; comply with the delivery schedule as mentioned in the RFP and agree to abide by the General Terms and Conditions.
- 7) We agree to abide by this Financial Proposal for 90 days from the date of the Financial Proposal opening and our Offer shall remain binding on us and may be accepted by SIDBI any time before expiry of the offer.
- 8) Unless and until a formal Agreement is prepared and executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between SIDBI and us
- 9) We understand that the Request for Proposal (RFP) does not commit SIDBI to reimburse the Participant for any costs incurred in submission of this proposal. All statements in this RFP and any pre-contract negotiations, understandings and agreements resulting from this RFP are preliminary; consequently, SIDBI has no obligation to us until a written contract is executed.
- 10) We agree that SIDBI is not bound to accept the lowest or any Bid SIDBI may receive.
- 11) We understand that SIDBI has the right, without assigning reasons thereof, to
 - a. Reject, amend, and modify any condition contained in the RFP
 - b. Terminate this RFP
 - c. Negotiate with one or more Participants
 - d. Not award the assignment to any of the Participants and / or recommence the entire process.
 - e. Contract with one or more Participants for any reasons whatsoever.
 - f. Modify the requirements and terms of this RFP and request revised proposals from some or all of the Participants.

Signature of Authorised Person of bidder

Full Name& Designation of Authorised Person Date:

Seal of Bidder

Annexure – II : Format for Relevant Engagements

Please use the format below to provide information for which your firm/company was legally contracted for carrying out collection of dues/marketing/cross selling assignment.

(Use separate sheet for each client)

Name of the Client	
Description of the assignment	
Duration of the assignment (in months) as per agreement:	
Start Date	
End Date	
Duration of all the collection of dues/marketing/cross selling assignments for the client (in Months):	
Number of professional staff Provided for the collection of dues/marketing/cross selling Assignments for the client	
Terms of Reference	
Impact achieved	
Contact Details of senior Executive of the Client (Name, Contact Number, email id)	
Names of Key Resources involved in the project	

Completion Letter / Reference Letter (Format given in annexure III) from relevant Senior Executive of the client to be attached for each engagement reference mentioned

Signature of Authorised Person of bidder

Full Name& Designation of Authorised Person

Date:

Seal of Bidder

Annexure –III : Format for Reference Letter from Client

(On letterhead of the client duly stamped and signed)

Date: _____
(not older than 1 month)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the following _____ (Name of the Service provider) has been engaged by us for services of the collection of dues/marketing/cross selling for _____ (Caption of the assignment undertaken) for a period of _____ months/ years from _____ (Start date) to _____ (End Date). The assignment was completed by _____ (name of the service provider) on _____ (date of completion).

Name:

Designation:

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

(On letterhead of the bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

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

Name:

Designation:

Date:

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

(On letterhead of the bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the service provider / company has not been penalized or found guilty in any court of Law and the firm/ company has not been blacklisted / debarred by any Central Government Ministry / Bank / RBI/ IBA / any regulatory authority

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

Name:

Designation:

Date:

Annexure – VI : Number of Full Time Equivalents

(On letterhead of the service provider duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that _____ (Name of Service Provider) has _____ full time equivalent staff engaged exclusively in collection of dues/marketing/cross selling services in India as on March 31, 2018.

Name:

Designation:

Date:

Annexure – VII: Approach and Methodology

The Service Provider should submit the Approach, Methodology and work plan in one integrated document. The submission should highlight Service Provider/agency's analysis of the current issues before SIDBI and likely solutions to address these. It should highlight the proposed approach and methodology for delivery of the assignment proposed, given the understanding of SIDBI.

The approach and work plan should clearly highlight the implementation roadmap. It must also include the plan for transfer of knowledge and capability building for the employees of SIDBI and the work-steps for institutionalization of change with clearly defined timelines, milestones and deliverables.

Annexure – VIII: Masked Commercial Bid

The service provider is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addendums in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilise the solution.

Signature of Authorised Person of Bidding firm/ company

Full Name & Designation of authorised Person

Name of the Bidding firm/ company

Date:

Seal of Bidder

Annexure – IX: Technical Bid Format

Functional RFP - Instructions Sheet		
Instructions for filling up of Annexure IX A & B		
1	“No.”– Serial Number of the Requirement Provided by the bank. The service provider must not change any information in this column	
2	“Particulars”– The detailed Requirement. The service provider must not change any information in this column	
3	“BR”– Banks Ratings –The bank has classified each of the requirements as follows:	
1	Required	The requirement is necessary for efficient functioning
2	Most Critical	The requirement must be satisfied in its entirety
<p>The service provider must not change any information in this column.</p>		
4	“VS”–Service provider Scores–The service provider would be required to provide an appropriate score to each requirement as per the following table	
	0	Non Available
	1	Future Provision –Services are not currently included but will be available within the next say 90 days (from date of submission of this proposal).
	2	AvailablewithLimitations–Servicesareavailablewithsomelimitations, provisions or dependencies that require further explanation –refer to comment field.
	5	Available –covered in the proposal.
5	“PR”– For all the requirements where the service provider provides a score of “0”, “1”, or “2”, the service provider also needs to provide the expected number of days required for providing those services.	
6	“Comments”– Service provider Comments – The service provider is free to provide any Comments he wishes.	

Notes

2. The service provider is expected to include cost to provide the above services in the price quoted, therefore the cost should include all the requirements where the score provided is from 0 to 2.
3. For all the requirements where the service provider provides a score of '0', '1' or '2', time required to provide services as required by the Bank must be provided.
4. In case the service provider fails to provide a "Service provider Score" against any of the "Bank Ratings" the response would be considered as incomplete.
5. The service provider is expected to provide the response by filling up the columns "Service provider Score" and "Comments" only. The service provider is advised not to make any changes to any information on the RFP documents for example insert a row or delete a row or modify any other information like change bank ratings, change the functionality required, etc.
6. Every requirement needs to be treated as an individual requirement and should not be clubbed with any other requirement and the service provider needs to provide a "Service provider Score" for that individual requirement, in case the service provider clubs the requirements the response would be treated as incorrect.

Annexure IX - A - Functional Requirements

VS- Service provider, BR- Bank Ratings, PR- No. of days required for providing the services
Score: 5 = Available, 2 = Available With Limitation, 1 Future Provision, 0 = Non Available

No.	Functional Requirements	BR	VS	PR	Comments
1	Process				
	Outbound calls to customers	2			
	Handling inbound calls from collector for payment pick up requests generated.	2			
	Collection of dues by visiting the customer	2			
	Customers to be categorized for collection calling:	2			
	Bucket Calling (X, 30, 60)				
2	Regions / Locations Covered				
	Pune / Ahmedabad	2			
	Chennai / Hyderabad	2			
	Delhi / Lucknow	2			
	Chandigarh / Jaipur	2			
	Guwahati / Other centres (can be indicative)	2			
3	Receive Allocations and Data Allocation				
	Receive allocation from the Bank as per prescribed schedule via SFTP or other secure mode	2			
	Once allocation starts coming in, the Service provider personnel allocates data to their Tele-callers in their own CRM deployed for this activity	2			
4	Calling Process				
	The Service provider will provide dedicated telephone lines for making outbound calls and to receive inbound calls. The Service provider will deploy technical capability to record 100% of calls done to customers or received from customers on these lines	2			
5	Post Due Date Additions				
	The first three round of calling should be	2			

	completed within 10-12 days of cycle allocation				
	Post calling the no contacts (NC) cases need to be routed seamlessly and in an automated way to field team as referrals	2			
6	Call Records Recording, Retention and Retrieval Process				
	The calls are to be recorded automatically in standard voice format, each call to have a unique identification tag while storing	2			
	Record of calls to be retained for a period of 12months from the date of generation of each record	2			
	The system of Recording of Calls should be checked on periodic basis to ensure that calls are being recorded; a log to demonstrate that Call Recording System was checked must be maintained	2			
7	Call Monitoring by the Service provider				
	On a weekly basis the Quality Supervisor/TL, is responsible to monitor at least 2 calls per agent	2			
	The evidence of such call monitoring to be maintained by the Service provider for record purposes	2			
8	FOS				
	Arranging adequate FOS agents at client confirmed locations for cheque Pick Up	2			
	Ensuring visit to customers Home / Office Address as per the appointment details received from the Tele-callers	2			
	Collecting cheque from the customer as per the liner report	2			
	Providing an acknowledgement / receipt to the client as per the receipt management process mutually decided with the client	2			
	Deposition of cheque at client's nearest branch as per TAT set	2			

	Reconciling receipt books at client branches on weekly basis	2			
	Daily updating of Feedback on the Visit Made and sharing the same with the respective TL's.	2			
	Professional Representations and Conduct				
	The Service provider shall, at all times, comply with all laws and regulations governing the conduct of FOS agents. Appropriate records to be maintained internally and easily accessible to the bank	2			
	Appearance and Dress Code for FOS				
	The FOS Agent must be in proper attire while meeting up with Customer	2			
	The FOS Agent should wear a clean and well-ironed shirt and pants	2			
	The FOS Agent should carry the Identity card provided to him by the Service provider	2			
	The identity card issued should state the full name, designation of the FOS Agent along with his photograph and the details of the Service provider such as name, address and contact telephone numbers	2			
9	MIS Reports, Online Dashboard, Response files				
	Collate this feedback received and circulate the same internally and to the Bank daily	2			
	Provide online dashboard on various parameters as per Bank's requirement	2			
	Provide response file as per Bank's requirements	2			
10	Skill Sets				
	Team Lead - Graduate Mandatory, minimum 3 years' experience in team leading in call centre	2			
	Team Lead to manage and coordinate with pickup team for payment/pickup conversion	2			

	to ensure resolution as per target				
	Associates – managing outbound collection calls, closing calls with promise to pay and pickup, minimizing roll forward rate on the assigned portfolio, relationship building with existing customers	2			
	Associates qualification preferably graduate	1			
	Associates have accredited by authorized agency	2			
	Associate to follow code of conduct prescribed by the Bank	2			
	Lead, manage and motivate a team of 25 associates i.e. ratio of team lead to associate is 1:25	2			
	Languages multilingual (Hindi, Marathi, Gujarati, other official languages, English)	2			
11	Training				
	The Service provider must impart training as per content and methodology prescribed by bank covering Product, Process, Quality, Regulatory awareness	2			
	Agents must be certified before hitting the production floor and certification process has to be approved by bank	2			
	Agents must be going through refreshers based on Call monitoring feedback, product & process related updates	2			
12	Key Performance Indicator (KPI)				
	Major KPI to be monitored – Contact Rate, Promise Rate, RoR by Vintage	2			
13	Service Level				
	Operating days and hours: 365 days except national and mandatory holidays; Hours – 8AM – 7PM	2			
14	Escalation Procedure				
	All process related escalations will be notified to the Bank along with Service provider's	2			

	internal process.				
B Minimum technical requirements for service providers					
No.	Functional Requirements				
1	PRI /Dialer requirements				
	The Service provider should have the service PRI for outbound calls from 2 service providers	2			
	Aspect UIP6.6 or equivalent	2			
2	Call Centre Technology & Infrastructure Connectivity				
	Minimum configuration <ul style="list-style-type: none"> • Windows8Professional-32bit • RAM: 4 GB • Processor: Intel Pentium 4 3.0 GHz or equivalent • Internet Explorer8.0 • Integration with FOS handheld • App for inputting data by FOS 	2			
4	Security Guidelines				
	Dedicated operation area should be defined for Bank running out of the Service provider site.	2			
	V-LAN should be completely separate from rest of the network. Only our campaign should run from that segregated network,	2			
	All workstations on the network would be dumb terminals. They would have no external drives, no CD ROM drives.	2			
	USB Storage ports would need to be disabled on the computers.	2			
	Internet will be given only business need basis and access to the Internet must be restricted.	2			
	Firewall need to be installed to protect network from intrusions from the Internet.	2			
	No Modem of any kind to be allowed in the network.	2			
	No laptops of any kind to be connected on network, unless approved by Bank authorised personnel.	2			

IX B Minimum technical requirements for service providers

No.	Functional Requirements				
	All windows servers/desktops should have real-time antivirus protection enabled and Anti-Virus should be updated daily. Also the report for the antivirus updation to be shared with information security and mark cc to Respective business FPRs.	2			
	Bank applications and data on servers should be separated from other customers with firewall. Separate Server for Bank should be provisioned. Bank data should not be shared across common servers.	2			
	Process should be in place to keep server configuration current, including updates with latest service pack, patches and security hot- fixes.	2			
	All servers should be configured and hardened as per the Bank, India standards. Vulnerability scan should be performed on all new servers and gap fixed prior to put in the network.	2			
	No Person working on a Bank Data would be allowed to take anything outside the Service provider shop. Proper checking of Agents needs to be undertaken when he/she enters the site and when he/she leaves the site for any kind of paper, device such as CD ROM, Floppy etc.	2			
	No person in the shop will be allowed to connect to the Internet by modem, router or by any way.	2			
	No workstation would be allowed to take print out unless approved by Bank FTE on the site.	2			
	Parallel ports on the all the workstations would needs to be disabled.	2			

	No data will be stored in papers, if any paper is not required it should be destroyed by shredding. The Service provider must provision for a	2			
--	---	---	--	--	--

B Minimum technical requirements for service providers

No.	Functional Requirements				
	Shredder to destroy confidential printouts.				
	Bank will reserve the rights to audit the premises at any time they feel right. The Service provider would not have any concern about the audit and will Grant full access to the auditor (Bank or Third Party) to conduct the audit as per the Bank requirements. It is not mandatory to disclose the date and time of the audit of the premises.	2			
	Data purging has to be in line with Bank policies/guidelines issued to partner on time to time basis	2			
	IF CD's/Hard drives used for data transfer should be destroyed Post data upload from the CD, The Service provider will destroy/format the CD/hard drive in front of the Bank FTE and send a confirmation to respective business FPRs.	2			
	All data transfer between the Service provider and Bank should be in encrypted format with 128bit encryption.	2			
	No data should be stored on telecaller's workstation. All data should be stored on servers.	2			
	Only supervisor should have necessary access to the data. Lower level staff will have access to data only on need to know basis.	2			
	Agents must submit their hand bags/mobile phone/PDA's to the Team leader before they login to the systems.	2			

	Agents should not be allowed to take any notebook/papers outside the office premises (no paper work).	2			
	Fire Detection and Prevention measures should be in place.	2			
	Air-conditioning system should be installed	2			

B Minimum technical requirements for service providers

No.	Functional Requirements				
	for Data Centre area.				
	Identification badges should be provided to employees, visitors, contractors and third party personnel entering the premises.	2			
	Register should be maintained for entry and exit of visitors, contractors and third party personnel.	2			
	All changes on the network/system would go through the change management process which will have to be approved by Bank Information Security officer.	2			
	The Service provider needs to comply with Bank data classification standards. The entire data/information is classified as Confidential.	2			
	The Service provider must provision for the CCTV recording for all entry/exit points and all workstations also all recording backups must be kept with the service provider.	2			
	No Password will be shared between Employees of the Service provider. Individual employees will own individual id & password.	2			
	Agents shall not be allowed to send mails to external domains like Gmail, Yahoo, etc.	2			
	Agents shall not be allowed to copy and paste to local system.	2			
	The Service provider shall implement ISMS in accordance with ISO27001.	2			
	The access to call & screen records should be limited to authorized individual(s).	2			
	Generic IDs shall not be used o access to banks data. Periodic user IDs and access review shall be performed for all system components.	2			

B Minimum technical requirements for service providers

No.	Functional Requirements				
	Audit trails for all the activities performed on agent have to be generated and maintained as per bank's policy	2			
	Agents shall not have excess privileges (administrator) rights in the application / systems accessed by them.	2			
	Auditable trails on system	2			
	Capturing all customer feedback, ATRs, action taken and allocation	2			
	Ability to handle instant upload of customer actions and real time upload to the Bank.	2			
5	Regulatory & Compliance				
	The Service provider's location should be registered as OSP with DOT Copy to be attached while submitting response	2			

Annexure – X: Financial Bid Format

1. The commercial bid evaluation will be done on the basis of total cost, which is a sum of total tele-calling cost, total FOS cost and total cost for skip tracing. The bidder will have to quote for "Per-seat cost" for tele-calling," FOS" cost.

2. The indicative number of tele-callers required will be 5 and FOS will be 10. For the purpose of calculation of amount in commercial bid, the no. of tele callers / FOS and the bidder is required to quote the same on such numbers only. However, the number of tele callers / FOS may vary depending on the requirement.

The following table below will have to be filled for commercial bid.

Parameter	Costing	Year I	Year II	Year III
Fees for one tele caller in ₹ (to be filled by the bidder)				
Number of tele-callers (#)	5			
Total tele caller fees (to be filled by the bidder) in --- (A)	X1	C1	C2	C3

Note: X1 is the NPV of cost of tele caller services

Parameter	Costing	Year I	Year II	Year III
Fees for one FOS (Feet on Street) in ₹ (to be filled by the bidder)				
No of FOS required / to be deployed	10			
Total Cost for Feet on Street ----- (B)	X2	C4	C5	C6

Note: X2 is the NPV of cost of FOS services

Note:

- 1 The total cost will be calculated for the purpose of arriving at TCO (total cost of ownership) and would be used for comparing the bid prices.
- 2 X = Net Present Value (NPV) of services for a period of three years exclusive of all taxes.
- 3 The Net Present Value (NPV) per year will be calculated as per the following formula:

$$X = \frac{C}{(1+r)^n}$$

Where:

- 4 'C' is the annual amount of each year as given in Format. C1 for Year I, C2 for year II & C3 for Year III for tele caller services and C4 for year I, C5 for Year II and C6 for Year III for FOS services
- 5 X_1 is the NPV of cost of tele caller services and X_2 is the NPV of cost of FOS services
- 6 $X_1 = C_1 + C_2 + C_3$ & $X_2 = C_4 + C_5 + C_6$
- 7 $X = X_1 + X_2$
- 8 'r' is Discount Rate which for calculation purpose is taken as 8.75%.
- 9 'n' is number of years, i.e. 1 for 1st year, 'n' is 2 for 2nd year, 3 for 3rd year.
- 10 The lowest quoted price (exclusive of all taxes) as per Annexure will be termed as L1 bid and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on.
- 11 Order would be placed with commercially lowest quoting bidder i.e. L1 bidder.

Total fees A+B is ₹.....(in words) exclusive of taxes.

Annexure – XI: Integrity Pact

PRE CONTRACT INTEGRITY PACT

(RfP No : _____/HO1/DCV dated June ____, 2018)
(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of -----, -----(Year) between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to issue RfP for ‘Selection of Service Provider/ Agency for collection of dues, marketing & cross selling and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1.** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2. The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been

paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Performance Guarantee/Security Deposit, with the BUYER through any of the following instrument.

- (i) Bank Draft on a Pay Order in favour of -----
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP)

5.2. The Earnest Money/Security Deposit shall be valid for a period of five years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of 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.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
- (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

- (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems or providing similar services 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 or similar services provided by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Please refer to Important Information Section for details.

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of

a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings

8.8. The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination. A person signing integrity pact shall not approach the courts while representing the matters to IEM and he/she will wait their/his decision in the matter.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. A person signing this pact shall not approach the courts while representing the matters to IEM and he/she will await his decision in the matter.

12. Validity

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

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

12.3. This pact would be deemed as part of the contract that may be executed between the parties.

13. This pact shall be deemed as part of the contract that may be entered into pursuant to this RfP. The parties hereby sign this integrity Pact, at _____ on ____

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

SIDBI

Witness

Witness

1. _____
2. _____

1. _____
2. _____

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Annexure – XII : Bank Guarantee *(To be executed on a non judicial stamp paper of requisite value)*

BANK GUARANTEE

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (hereinafter called SIDBI) having agreed to award a contract to M/s. 'Service Provider Name' having its office at 'Service Provider's Office Address', (hereinafter called "the Service Provider") for "Selection of Service Provider/ Agency for collection of dues, marketing & cross selling" on the terms and conditions contained in the order No..... dated _____ placed with the Service Provider by SIDBI (hereinafter called "the said Order") which terms, interalia, stipulates for submission of bank guarantee for 10% of the contract value i.e. ` _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) _____, having its principal/ registered office at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No _____ in favour of **Small Industries Development Bank of India (SIDBI)**

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (SIDBI address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ₹ _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Selection of Service Provider/ Agency for collection of dues, marketing & cross selling**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.

4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____
6. The liability under this guarantee is restricted to ₹ _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

11. We, (bank name, place) _____lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of Rs _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to Rs _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)”
15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Lucknow

In witness where of we have set and subscribed our hand and seal this
..... day of2018.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name.....
Signature.....
Designation.....

2) Name.....
Signature.....
Designation.....

Annexure – XIII : 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 MICR¹cheque 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 – XIV : Non-Disclosure Agreement (*Sample Format – To be executed on a non-judicial stamped paper of requisite value*)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute "Selection of Service Provider/ Agency for collection of dues, marketing & cross selling as per scope defined in the RfP No : : _____ for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (hereinafter referred to as SIDBI) and, WHEREAS, the COMPANY understands that the information regarding SIDBI's Infrastructure shared by SIDBI in their Request for Proposal is confidential and/or proprietary to SIDBI, and

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

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce SIDBI to grant the COMPANY specific access to SIDBI'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 SIDBI, unless the COMPANY has first obtained SIDBI's written authorization to do so;

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

The COMPANY shall not, without SIDBI's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, document, plan, pattern, sample or information (to be) furnished or shared by or on behalf of SIDBI in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to SIDBI 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.

Yours sincerely,

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

End of RfP Document