



***Request for Proposal (RfP)  
For  
Empanelment of Forex Consultants  
and  
Appointment of Forex Consultant on Annual  
Compensation Basis***

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA (SIDBI)**  
MSME Development Center  
Plot No.C-11, 'G' Block, 4<sup>th</sup> Floor,  
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051  
Website: [www.sidbi.in](http://www.sidbi.in)

**Tender No. 400/2017/1204/BYO/RMD**

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*The information provided by the bidders in response to this tender document will become the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by SIDBI for procurement of technical resources. It should not be reused or copied or used either partially or fully in any form.*

# Contents

<b>1. INTRODUCTION AND DISCLAIMERS.....</b>	<b>4</b>
1.1 PURPOSE OF RFP .....	4
1.2 INFORMATION PROVIDED .....	4
1.3 DISCLAIMER .....	4
1.4 COSTS TO BE BORNE BY RESPONDENTS .....	4
1.5 NO LEGAL RELATIONSHIP .....	4
1.6 RESPONDENT OBLIGATION TO INFORM ITSELF.....	4
1.7 EVALUATION OF OFFERS .....	5
1.8 MAINTAINING SECRECY AND CONFIDENTIALITY .....	5
1.9 ACCEPTANCE OF SELECTION PROCESS .....	5
1.10 ERRORS AND OMISSIONS .....	5
1.11 ACCEPTANCE OF TERMS .....	5
1.12 REQUESTS FOR PROPOSAL.....	5
1.13 NOTIFICATION .....	5
<b>2. RFP RESPONSE.....</b>	<b>6</b>
2.1 CRITICAL INFORMATION.....	6
2.2 BID PRICE.....	6
2.3 ONE BID PER BIDDER .....	6
2.4 RFP CLOSING DATE .....	6
2.5 RFP VALIDITY PERIOD.....	6
2.6 LATE RFP POLICY .....	7
2.7 RECEIVING OF RFP RESPONSE.....	7
2.8 REQUESTS FOR INFORMATION.....	7
2.9 PRE-BID MEETING .....	8
2.10 DISQUALIFICATION .....	8
2.11 SELECTION PROCESS .....	8
2.12 DETAILS OF BIDS TO BE SUBMITTED .....	8
2.13 IMPORTANT .....	9
<b>3. ABOUT SIDBI .....</b>	<b>11</b>
<b>4. PROJECT PARTICULARS.....</b>	<b>12</b>
4.1 FOREIGN CURRENCY OPERATIONS IN SIDBI .....	12
4.2 PROJECT OBJECTIVE & SCOPE .....	12
<b>5. EVALUATION METHODOLOGY .....</b>	<b>14</b>
5.1 TENDER METHODOLOGY .....	14
5.2 CLARIFICATION OF BIDS.....	14
5.3 PRELIMINARY EXAMINATIONS.....	14
5.4 MINIMUM ELIGIBILITY REQUIREMENTS .....	15
5.5 TECHNICAL BID EVALUATION .....	15
5.6 COMMERCIAL BID EVALUATION.....	16
5.7 FINAL SELECTION OF THE BIDDER .....	16
<b>6. TERMS AND CONDITIONS.....</b>	<b>18</b>
6.1 AMENDMENT TO THE BIDDING DOCUMENT .....	18
6.2 MODIFICATION AND/ OR WITHDRAWAL OF BIDS .....	18
6.3 PRICE .....	18
6.4 EXPENSES:.....	19
6.5 TERMS OF PAYMENT .....	19
6.6 NON-DISCLOSURE INFORMATION .....	19
6.7 CONFLICT OF INTEREST .....	19
6.8 DISCLOSURES .....	20
6.9 INDEMNITY .....	20
6.10 ASSIGNING TO OTHERS.....	20
6.11 TERMINATION.....	21

<b>ANNEXURE I - BID FORWARDING LETTER</b> .....	<b>22</b>
<b>ANNEXURE II – MINIMUM ELIGIBILITY CRITERIA</b> .....	<b>23</b>
<b>ANNEXURE III – TECHNICAL BID</b> .....	<b>24</b>
<b>ANNEXURE IV – COMMERCIAL BID</b> .....	<b>25</b>
<b>ANNEXURE V - BANK MANDATE FORM</b> .....	<b>26</b>

# 1. Introduction and Disclaimers

## 1.1 Purpose of RFP

The purpose of Request for Proposal (RFP) is to form a panel of Forex Consultants for Forex related Issues having experience in Treasury (rupee and foreign exchange) and dealing room operations as well as to appoint a Forex Consultant on annual compensation basis.

## 1.2 Information Provided

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

## 1.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its officers, employees, contractors, agents, and advisors disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisors.

## 1.4 Costs to be borne by Respondents

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

## 1.5 No Legal Relationship

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

## 1.6 Respondent Obligation to Inform Itself

The Respondent must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

## **1.7 Evaluation of Offers**

Each respondent acknowledges and accepts that SIDBI may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible service provider(s). The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

## **1.8 Maintaining Secrecy and Confidentiality**

The respondent shall be liable to maintain secrecy and confidentiality of all the information / data / operations, etc. of SIDBI.

## **1.9 Acceptance of Selection Process**

Each Recipient will, by responding to this RFP, be deemed to have read, understood and accepted the selection & evaluation process mentioned in this RFP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.

## **1.10 Errors and Omissions**

Each respondent should notify SIDBI of any error, omission, or discrepancy found in this RFP document.

## **1.11 Acceptance of Terms**

A Respondent will, by responding to SIDBI for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.

## **1.12 Requests For Proposal**

Respondents are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

Contact and Position	Shri S,Mallikarjun, General Manager (TFMV)
Email	<a href="mailto:smallik@sidbi.in">smallik@sidbi.in</a>
Telephone	022-67531339/67531133
Fax	022-26505790

## **1.13 Notification**

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

## 2. RFP Response

### 2.1 Critical Information

Events	Date	Time	
Last date for requesting any clarification	<b>07-Oct-16</b>	<b>5.00 PM</b>	
Pre Bid meeting, if required to be held (no clarifications would be accepted after pre-bid meeting)	<b>11-Oct-16</b>	<b>4.30 PM</b>	
Last date for submission of bids	<b>18-Oct-16</b>	<b>5.00 PM</b>	
Address for Bid Submission	<b>The Chief General Manager (TFMV)</b> Small Industries Development Bank of India (SIDBI) 4th Floor, MSME Development Centre, Plot No. C-11, G Block Bandra Kurla Complex (BKC), Bandra (E) Mumbai - 400 051 Phone No. : 022-67531513 / 67531133 Fax No. : 022-26505790		
Opening of Pre-qualification/ Eligibility bid	<b>19-Oct-16</b>	<b>3:30 PM</b>	
Date and time of opening of financial bids	To be intimated at a later date		
Contact details in SIDBI			
Name	Designation	Phone	E-mail
Shri S Mallikarjun	GM	67531339	smallik@sidbi.in
Shri Ajit Nath Jha	DGM	67531287	ajitjha@sidbi.in
Shri Naresh Babuta	AGM	67531133	babutan@sidbi.in

### 2.2 Bid Price

No bid price has been prescribed.

### 2.3 One bid per bidder

Each bidder shall submit only one bid.

### 2.4 RFP Closing date

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

### 2.5 RFP Validity Period

The Bids shall remain valid and open for evaluation according to their terms for a period of Three (3) months from the date of the submission of bids.

## **2.6 Late RFP Policy**

Responses received after the due date / time would be considered late and may not be accepted or opened. Bids, received late, shall be returned un-opened within 02 weeks from the bid submission date.

## **2.7 Receiving of RFP Response**

The submission of the response should be in the format outlined in this RFP and should be submitted preferably through hand delivery. If the RFP response does not include all the documents and information required or is incomplete or submission is through email / Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process.

## **2.8 Requests for information**

- (i) All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.
- (ii) Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone. Except with express permission, the bidder should not communicate directly with any other SIDBI personnel concerning this Invitation. Failure to comply with this requirement may result in the disqualification of the firm from the selection process.
- (iii) However, the Bank will not answer any communication reaching the Bank later than the time stipulated for the purpose. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
- (iv) If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
- (v) The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondent after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

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

## 2.9 Pre-Bid Meeting

A pre-bid meeting for clarifying the tender conditions, specifications, procedure for procurement etc. may be held, if required. The interested agencies may submit their queries in the matter, if any, sufficiently in advance at least 3 working days before the date of pre-bid meeting to advise clarifications in the pre-bid meeting. Further clarifications, if any would be issued in the form of addendum on banks website / by way of letters to the prospective bidder which will form part of the tender document.

## 2.10 Disqualification

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

## 2.11 Selection process

Successful Bidder will be selected through **three** bids evaluation process:

- a) Pre-qualification based on Eligibility criteria
- b) Technical Evaluation
- c) Financial evaluation.

## 2.12 Details of Bids to be Submitted

- (i) Proposals along with the following documents must be submitted in a non-window sealed master envelope superscribing “**Empanelment of Forex Consultants and Appointment of Forex Consultant on Annual Compensation Basis – RFP No...**”:

Envelope	Bid Contents	No. of Copies	Label of Envelope	Reference in RFP
<b>I</b>	<b>Eligibility Bid</b>  Covering letter as per format prescribed in <b>Annexure-I</b>  Response to Eligibility Criteria as per format prescribed in <b>Annexure-II</b>	Hardcopy – 1 Editable Softcopy - 1	“Selection Criteria for Empanelment of Forex Consultants and Appointment of Forex Consultant on Annual Compensation basis – RFP No. ....”	<b>Paragraph No. 5.4</b>
<b>II</b>	<b>Technical Bid</b>  should contain detailed statement giving the various technical	Hardcopy – 1 Editable Softcopy	“Technical Bid for Empanelment of Forex Consultants and Appointment	<b>Paragraph No. 5.5</b>



<b>Envelope</b>	<b>Bid Contents</b>	<b>No. of Copies</b>	<b>Label of Envelope</b>	<b>Reference in RFP</b>
	particulars of the proposal covering aspects of the firm like name and location, year of establishment, names of it's partners, staff, their qualification / experience, registration number of the firm, and all other such relevant particulars in the format given in <b><u>Annexure III</u></b>	- 1	of Forex Consultant on Annual Compensation basis – RFP No..... “	
<b>III</b>	<b>Financial Bid</b> Commercial Bid as per format prescribed in <b>Annexure-IV</b>	Hardcopy – 1	“Financial Bid for Appointment of a Forex Consultant on Annual Compensation basis – RFP No..... “	<b>Paragraph No. 5.6</b>

- (ii) All the individual envelopes must be super-scribed with the following information as well: Name of the bidder, Contact Number and e-mail id.
- (iii) Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
- (iv) Envelope I & II should also contain editable softcopies of respective response documents.
- (v) SIDBI accepts no responsibility for the premature opening of any incorrectly marked Tenders.

### **2.13 Important**

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

- (i) Authorized signatory must sign all the pages of the response. The bid shall contain no erasures or overwriting except as necessary to correct errors made by the bidder, in which case corrections shall be initialed by the person(s) signing the bid. The bidder shall duly seal each envelop separately.
- (ii) Relevant documents must be submitted as proof wherever necessary.
- (iii) Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- (iv) Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

- (v) If the bids do not contain all the information required or are incomplete, the proposal is liable to be rejected.
- (vi) The RFP is hosted on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/cppp/>. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be posted on web site and CPPP. Bidders must have close watch on our website and CPPP during the intervening period before submitting response to RFP.

## 3. About SIDBI

- 3.1** Small Industries Development Bank of India (SIDBI) was established in April 1990 under an Act of Indian Parliament as the principal financial institution for:
- ✓ Promotion
  - ✓ Financing
  - ✓ Development of industry in the small scale sector and
  - ✓ Co-ordinating the functions of other institutions engaged in similar activities.
- 3.2** 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 SIDBI Act has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over the period of time, now meet almost all the requirements of sector which fall into a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.
- 3.3** The bank provides its services through a network of 15 regional offices and 82 branch offices located all over India. Detailed information on the functions of the bank is provided on the website, [www.sidbi.in](http://www.sidbi.in).
- 3.4** SIDBI has several financial products and services for catering to the financial needs of MSMEs. These include the following broad areas:
- ✓ Direct Finance
  - ✓ Bills Finance
  - ✓ Refinance
  - ✓ International Finance
  - ✓ Promotion and Development
  - ✓ Micro-finance
- 3.5** SIDBI has an Integrated (Rupee and Forex) Treasury set up at Mumbai which functions as a separate business unit. The Treasury is headed by a Country Head and has Front, Mid and Back offices which are manned by experienced officers. The Treasury has various required IT infrastructure to support the day to day operations and MIS requirement. The forex treasury is equipped with necessary infrastructure like RMDS, SWIFT and Cashpro Online settlement systems.

## 4. Project Particulars

### 4.1 Foreign Currency Operations in SIDBI

**4.1.1** SIDBI is licenced as the Authorised Dealer – Category III by Reserve Bank of India. As an Authorised Dealer Category-III, SIDBI has been undertaking various forex transactions as permitted by RBI. The Bank has also raised resources by way of foreign currency borrowings from various multilateral / bilateral agencies.

**4.1.2** The Bank has Nostro Accounts in USD, EUR, GBP and JPY with various correspondents. SIDBI extends loans to MSME entrepreneurs by way of FCTL, Trade Finance operations and places temporary surpluses as deposits in foreign currency. The major types of forex transaction being undertaken by SIDBI are given below:

- (i) Foreign Currency Lending and Borrowings as well as servicing of such Borrowings
- (ii) Maintenance of foreign currency accounts with banks and correspondents abroad
- (iii) Buying / Selling of foreign currency in the domestic market to cover merchant transactions and other debt servicing obligations
- (iv) Enter into forward contracts on behalf of clients and also as a measure of risk management.
- (v) Undertake foreign currency sell / buy or buy / sell swaps.
- (vi) FLC operations on behalf of customers.
- (vii) Foreign exchange derivatives transactions to hedge underlying risks including Swaps, Deposit / Loan structures etc.

### 4.2 Project Objective & Scope

**4.2.1** SIDBI intends to form a panel of forex consultants as well as appoint a suitable professional Forex Consultant on annual compensation basis. The average daily volume of operations depends upon the market conditions from time to time and may be higher during month end in respect of foreign currency operations and settlement. The selected Consultant would advise on forex operations of SIDBI as and when needed at SIDBI's Mumbai office covering the following areas and based on their findings also regularly suggest measures to improve the functioning of Treasury and Forex operations.

- (i) To advise on appropriateness of the derivative transactions taking into account the asset and liability profile of SIDBI and suggesting alternatives wherever available.
- (ii) Pricing of derivatives at inception and at the time of unwinding.
- (iii) Valuation of outstanding derivative deals as at the end of every month and financial year as per the format suggested by RBI.
- (iv) Calculation of the effectiveness of the hedge as at the end of every month.
- (v) To give opinion on optimal utilization of forex resources.

- (vi) To advise on regulatory issues and clarifications as and when required.
- (vii) Appropriateness of structure of a particular forex borrowing as well as hedge thereof.
- (viii) Disclosure relating to derivatives in the Balance Sheet
- (ix) Annual review of policy documents including Investment Policy, Asset Liability Management Policy, Internal Control Guidelines for Derivatives, Forex Manual and other policy documents.
- (x) To provide need based training to SIDBI officials on matters relating to forex and derivatives

**4.2.2** The panel of forex consultants will be valid for a period of 3 years.

**4.2.3** The selected consultant for appointment on annual compensation basis would be assigned the contract for a period of one year, renewable for one more year on the same terms and conditions, based on satisfactory performance on review. The proposed assignment would be subject to periodical review at the discretion of SIDBI and is liable to be terminated, if not found satisfactory, by giving one month's notice.

# 5. Evaluation Methodology

## 5.1 Tender Methodology

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

- ✓ Pre-qualification based on Eligibility criteria
- ✓ Technical Bid
- ✓ Commercial Bid.

**5.1.2** Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.

## 5.2 Clarification of Bids

During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and it should be submitted within the time stipulated by the Bank.

## 5.3 Preliminary Examinations

**5.3.1** The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.

**5.3.2** The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

**5.3.3** If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**5.3.4** Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.

**5.3.5** The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

## 5.4 Minimum Eligibility requirements

**5.4.1** After the expiry of last date for submission of bids, in the first instance, the first envelope containing the compliance with the “Minimum Eligibility Criteria” would be opened in respect of all the bidders to verify the compliance of the bidders with the prescribed eligibility requirements. The second envelope containing technical particulars would be opened only in respect of those firms who satisfy the selection criteria.

**5.4.2** The selected firm should have the following minimum eligibility requirements:

- (i) Specialised experience of at least 5 years in Foreign Exchange and Risk management consultancy field, including preparation of manuals dealing with forex dealing room, trade finance, accounting policies and procedures to be followed, pricing and valuation of derivatives, latest FEMA / RBI guidelines on foreign currency operations / derivatives including RBI’s internal control guidelines for forex operations.
- (ii) Been a forex consultant to large Public Sector Banks / Financial Institutions in the past.
- (iii) Suitable infrastructural facilities including qualified / experienced manpower who are specialized in the area of integrated Treasury and Forex operations. Particulars about the firm including details of partners and key employees, their qualifications and experience should be furnished.
- (iv) Been an Income Tax assessee (PAN to be furnished) and should have filed Income Tax return for the last assessment year.

## 5.5 Technical Bid Evaluation

**5.5.1** Technical evaluation will be carried out only for the bidders who satisfy the pre-qualification criterion.

**5.5.2** The Technical bid will be evaluated by an in-house Committee constituted by SIDBI and its decision will be final. Technical Capability of the bidders would be evaluated based on the following criteria and weightage:-

<b>Sr. No.</b>	<b>Criteria</b>	<b>Maximum Marks (Weightage)</b>
1	Knowledge and experience in carrying out similar assignments	40
2	Previous track record of carrying out such assignments for other Public Sector Banks / Financial Institutions in the past	30
3	Availability of suitable infrastructural facilities including manpower who are specialised in the area of integrated	30

Sr. No.	Criteria	Maximum Marks (Weightage)
	treasury, Forex operations, accounting policies and procedures to be adopted, Internal Control Guidelines and other RBI guidelines issued from time to time in this regard. Competence and qualification of key professional staff who shall carry out the assignment. Particulars about the firm including details of partners, their qualifications and experience may also be furnished	
	<b>Maximum technical score</b>	<b>100</b>

**5.5.3** All bidders scoring more than 80 marks (in Technical Criteria) will be selected as the Technically Qualified Bidder. In case, less than three (3) bidders get more than 80 marks, SIDBI reserves the right to short list the top 3 bidders (in Technical Criteria) as technically qualified bidders.

**5.5.4** SIDBI would form a panel of three (3) forex consultants from the technically qualified bidders. In case, there are less than three (3) technically qualified bidders, SIDBI reserves the right to short list atleast top three (3) bidders (in Technical Criteria) for forming the panel.

**5.5.5** The technically qualified bidders alone will be informed of the date of opening of the commercial bid for appointment as forex consultant on annual compensation basis. **The decision of SIDBI will be final in this regard.**

## **5.6 Financial Bid Evaluation**

The financial bids of technically qualified bidders alone will be opened and evaluated.

## **5.7 Final Selection of the Bidder**

**5.7.1** The final selection of the successful bidders from the technically qualified bidders will be done by considering both the technical and commercial bids using the following criteria and weightage :-

S. No.	Criteria	Maximum Marks (weightage)	Method of allotting marks for Combined Score
1	Financial	30	The bidder with the lowest quote will be awarded 30 marks and other bidders will be awarded proportionately less marks (e.g.) if the lowest quote is Rs.60/-, the bidder quoting this price will get 30 marks. A bidder quoting Rs.90/- will get $(60/90) \times 30 = 20$ marks.
2	Technical	70	The bidder with the maximum technical score will be awarded 70 marks and other bidders will be awarded proportionately less marks (e.g.) if the



S. No.	Criteria	Maximum Marks (weightage)	Method of allotting marks for Combined Score
			highest technical score is 84, bidder having this will get 70 marks. Bidder having technical score of 60 will get $(70/84) \times 60 = 50$ marks.
		100	

**5.7.2** All marks will be rounded up to 2 decimal places. The bidder getting the maximum combined score out of 100 will be selected as the successful bidder.

**5.7.3** In case of a tie, preference will be given to the bidder having higher technical scoring.

**5.7.4** SIDBI reserves all rights to accept or reject any or all proposals without assigning any reasons thereof.

## **6. Terms and Conditions**

### **6.1 Amendment to the bidding document**

- 6.1.1** At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 6.1.2** The amendment will be posted on the Bank's website [www.sidbi.in](http://www.sidbi.in).
- 6.1.3** All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
- 6.1.4** In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

### **6.2 Modification And/ Or Withdrawal of Bids**

- 6.2.1** The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- 6.2.2** The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 6.2.3** No bid may be modified or withdrawn after the deadline for submission of bids.
- 6.2.4** Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

### **6.3 Price**

- 6.3.1** Prices quoted by the bidders should include all local taxes, VAT, duties, levies, etc. Bidders are responsible for establishing the status of the Services for the purpose of any government tax including service tax, cess etc. to GoI. Any applicable taxes should be included and shown in the commercial bid.
- 6.3.2** Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 6.3.3** While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI,

any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

#### **6.4 Expenses:**

It may be noted that SIDBI will not pay any amount / expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses.

#### **6.5 Terms of Payment**

The standard payment terms are given below:

- (i) Quarterly payment in arrear on submission of invoices.
- (ii) All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Consultant to submit Bank Mandate Form (as per **Annexure -V**) along with cancelled cheque in original before raising first invoice.
- (iii) The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- (iv) TDS, if any, will be deducted while releasing the payment.

#### **6.6 Non-Disclosure Information**

**6.6.1** The Bidder shall not without the Bank's written consent, disclose the Contract, or any provision thereof, or any information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

**6.6.2** Responses received as part of this tender become the property of the Bank and cannot be returned. Information provided by each service provider will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the service provider.

#### **6.7 Conflict of Interest**

Bidders must disclose in their bid details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest. Where bidders identify any potential conflicts they should state how they intend to avoid such conflicts. SIDBI reserves the right to reject any bid which, in SIDBI's opinion, gives rise, or could potentially give rise to, a conflict of interest.

## **6.8 Disclosures**

**6.8.1** The bidder must disclose:

- a) If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the bidder including but not limited to the appointment of any officer such as a receiver in relation to the bidder's personal or business matters or an arrangement with creditors or of any other similar proceedings.
- b) If they or any of the bidders staff have been convicted of, or are the subject of any proceedings, relating to:
  - o a criminal offence or other offence, a serious offence involving the activities of a criminal organisation or found by any regulator or professional body to have committed professional misconduct.
  - o corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with SIDBI, or any contracting authority.
  - o failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

**6.8.2** Disclosure extends to any company in the same group of the bidder (including but not limited to parent subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the bidder is associated in respect of this bid).

**6.8.3** If a bidder or related company or any individual discloses details of any previous misconduct or complaint, SIDBI will seek an explanation and background details from them. At the sole discretion of SIDBI an assessment as to whether the Tenderer will be allowed to submit a bid, will then be made.

## **6.9 Indemnity**

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

## **6.10 Assigning to Others**

The successful bidder shall not, without the prior written consent of SIDBI, assign or transfer or cause to be assigned or transferred, whether actually or as the result of take over, merger or other change of identity or character of the Consultants, any of its

rights or obligations under the Contract or any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by SIDBI.

### **6.11 Termination**

SIDBI may, at its sole discretion and at any time terminate the Contract by giving a month's notice, and inform the Consultants of SIDBI's decision by written instruction to that effect. In the event of the Contract being so terminated, the firm shall take such steps as are necessary to bring the Services to an end, (including terminating any sub-contracts placed by the firm) in a cost effective, timely and orderly manner.

@@@

# Annexure I - Bid Forwarding Letter

## Bid Forwarding Letter

(To be submitted on the Service Provider's letter head)

The Chief General Manager (TFMV)  
Small Industries Development Bank of India,  
4th Floor, MSME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (East)  
Mumbai - 400 051

Dear Sir,

### **Empanelment of Forex Consultants and Appointment of Forex Consultant on Annual Compensation Basis**

We, the undersigned, offer to submit our bid in response and accordance with your tender No. **400/2017/1204/BYO/RMD**. Having examined the tender document including all annexures carefully, we are hereby submitting our proposal along with all the requisite documents as desired by the Bank.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 3 months from the last day for submission of offer (Bid). If our offer is accepted, we undertake to provide Service support as per the above referred RFP.

We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

## Annexure II – Minimum Eligibility Criteria

### Minimum Eligibility Criteria

S.N	Requirements	Compliance	Brief Details
1	Specialised experience in Forex and Risk Management Consultancy for a period of at least 5 years.	Yes/No	
2	Previous track record of such consultancy with other Financial Institutions/Public Sector Banks.	Yes/No	
3	Availability of suitable infrastructural facilities including qualified and experienced persons to take up such specialised assignments	Yes/No	
4	Income Tax assessee and should have filed Income Tax return for the last assessment year.	Yes/No	

# Annexure III – Technical Bid

## Technical Bid

**A) Firm Details:**

S.N	Particulars	Details
1	Name of the Consultant / Company	
2	Year of establishment of the Consultant firm / Company and Registration thereof.	
3	Year of commencement of consulting assignments	
4	Contact details: (indicate contact person name, Telephone No., Fax No., e-mail address, etc.)	
5	Details of each partner / director including experience, qualification etc.	
6	Details of key employees including their qualification and experience in executing such assignments	
7	Details of major clients who have engaged the firm for forex and risk management consultancy	
8	Particulars of past experience in undertaking assignment such as valuation of derivatives, testing of hedge effectiveness, risk consultancy, review and drafting of policies, manuals pertaining to forex, treasury and derivatives, conduct of training on forex, derivatives and risk management etc. for PSBs / FIs	
9	Nature of overall experience and notable achievements / recognitions, if any, in Forex related consultancy field	
10	Particulars of infrastructural facilities	
11	Any other related information, not mentioned above, which the audit firm wish to furnish.	

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

**B) Details of past assignments on forex consultancy provided in previous 3 years to other Banks / FIs**

S.N	Client Name	Contact Person	Contact No.	E-mail	Date of Contract	Date of Completion	Remarks
1							
2							
3							
4							
5							



# Annexure IV – Financial Bid

## Commercial Bid

The Financial Bid should contain the total cost for the proposed assignment with break-up of consolidated fees and taxes. SIDBI would not be providing or reimbursing any expenditure towards accommodation, local conveyance, air fare or train fare, halting expense, lodging, boarding etc. in connection with carrying out the assignment.

The format for the Financial Bid is given below:

<b>Particulars</b>	<b>Cost [ ]</b>	<b>Taxes, if any [ ]</b>	<b>Total Cost [Inclusive of all taxes, etc] [ ]</b>
Appointment as Forex Consultant on Annual Compensation basis			

Date  
Place

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

# Annexure V - Bank Mandate Form

## बैंक अधिदेश फॉर्म /BANK MANDATE FORM

(दो प्रतियों में प्रस्तुत किया जाए /To be submitted in Duplicate)

(कृपया सूचनाएँ साफ अक्षरों में भरें। जहाँ-कहीं लागू हो, उस पर सही का निशान लगाएँ।)  
(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का नाम  
Name of Borrower / vendor / bidder : \_\_\_\_\_  
विक्रेता का कूट Vendor Code (if applicable) \_\_\_\_\_
2. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का पता  
Address of the Borrower / vendor / bidder : \_\_\_\_\_  
\_\_\_\_\_

नगर/City \_\_\_\_\_ पिनकोड Pin Code \_\_\_\_\_

ई-मेल आईडी /E-mail id: \_\_\_\_\_

एसटीडी कूट के साथ दूरभाष सं./Phone No. with STD code: \_\_\_\_\_

मोबाइल सं./Mobile No.: \_\_\_\_\_

स्थायी खाता संख्या/Permanent Account Number \_\_\_\_\_

एमएसई पंजीकरण/सीए प्रमाणपत्र/MSE Registration / CA Certificate

(यदि लागू हो/if applicable)

### 3. बैंक खाते का विवरण / Particulars of Bank account:

हिताधिकारी का नाम Beneficiary Name																			
बैंक का नाम Bank Name				शाखा का नाम Branch Name															
शाखा का स्थान Branch Place				शाखा का नगर Branch City															
पिनकोड PIN Code				शाखा कूट Branch Code															
एमआईसीआर सं. MICR No.																			
खाते का स्वरूप Account type	बचत/Saving			चालू/Current	नकद उधार Cash Credit														
खाता सं. Account No.	(जैसी चेकबुक में अंकित है ( ) )as appearing in the Cheque book)																		
<p><b>(बैंक से आपूर्त एमआईसीआर<sup>1</sup> चेक पर अंकित कूट संख्या। कृपया यह सुनिश्चित करने के लिए कि बैंक का नाम, शाखा का नाम एवं कूट तथा खाता संख्या सही है, अपने बैंक का निरस्त किया हुआ चेक संलग्न करें ( )Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b></p>																			
आईएफएससी कूट <sup>2</sup> IFSC CODE <sup>2</sup>	आरटीजीएस अंतरण के लिए For RTGS transfer				एनईएफटी अंतरण के लिए For NEFT transfer														

4. अधिदेश के प्रभावी किए जाने की तिथि

Date from which the mandate should be effective :

मैं एतद् द्वारा घोषित करता हूँ कि ऊपर दिए गए विवरण सही और पूर्ण हैं। यदि अपूर्ण या गलत सूचना के कारण लेनदेन) भुगतान (में कोई बिलम्ब होता है या भुगतान नहीं हो पाता है ,तो मैं **सिडबी / आईडीबीआई बैंक को उसके लिए उत्तरदायी** नहीं बनाऊँगा। मैं यह भी वचन देता हूँ कि यदि मेरे खाते के विवरण में कोई परिवर्तन होगा ,तो मैं उसकी सूचना दूँगा ,ताकि **भा.रि.बैंक के आरटीजीएस/एनईएफटी** के माध्यम से राशि जमा किए जाने के प्रयोजन के लिए अभिलेख अद्यतन किए जा सकें।

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**.

स्थान/Place : \_\_\_\_\_

दिनांक/Date : \_\_\_\_\_

पार्टी/प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर

Signature of the party / Authorized Signatory

.....

प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।

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

बैंक की मुहर/Bank's stamp :

दिनांक/Date :

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर)

)Signature of the Authorized Official from the Banks)

**टिप्पणी : यदि आरटीजीएस/एनईएफटी संबंधी कोई प्रभार होगा ,तो उसका वहन पार्टी करेगी।**

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

1.2: **आईएफएससी/एमआईसीआर के बारे में टिप्पणी**

भारतीय वित्तीय प्रणाली कूट एक अक्षरांकीय/वर्णांकीय कूट है ,जो भारत में किसी बैंक-शाखा की अनन्य रूप से पहचान के लिए बनाया गया है। यह 11 अंकों का कूट है ,जिसमें प्रथम 4 अक्षर बैंक के कूट को दर्शाते हैं ,जबकि पाँचवाँ अंक नियंत्रण अंक के रूप आरक्षित है) वर्तमान में पाँचवें स्थान पर 0 है (तथा शेष अंक शाखा की पहचान हैं। चेक पर अंकित एमआईसीआर कूट) चुम्बकीय स्याही अंक पहचान (में 9 अंक होते हैं ,जिनसे बैंक-शाखा की पहचान होती है। भा.रि.बैंक ने सभी बैंकों को सूचित किया है कि वे अपने ग्राहकों को जारी किए जाने वाले चेक पत्रकों पर आईएफएससी मुद्रित कराएँ। कोई ग्राहक भी अपनी बैंक-शाखा से संपर्क कर उस शाखा का आईएफएस कूट प्राप्त कर सकता है।

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.