



भारतीय लघु उद्योग विकास बैंक  
Small Industries Development Bank of India

आरबीआई के बेसल III विनियम के कार्यान्वयन के लिए सलाहकार की नियुक्ति  
के लिए प्रस्ताव हेतु अनुरोध

Request for Proposal  
for  
Appointment of Consultant for Implementation of  
RBI's Basel III Regulations

निविदा सं/ . Tender No.	400/2022/1644/BYO/RIMD
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भारतीय लघु उद्योग विकास बैंक  
स्वावलंबन भवन, सी-11, जी ब्लॉक,  
बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (पू.), मुम्बई - 400051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
Swavalamban Bhavan, C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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

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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.***

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**Important Information / महत्वपूर्ण सूचना**

(RFP No.: 400/2022/1644/BYO/RiMD dated July 19, 2021)

SN	कार्यक्रम / Events	विवरण/ Particular दिनांक और समय / Date & Time
1	संस्था का नाम / Name of the Institution	Small Industries Development Bank of India (hereinafter referred to as "SIDBI" or "The Bank")
2	उद्देश्य / Purpose	Appointment of a Consultant for implementation of RBI's Basel III Regulations in SIDBI
3	RFP जारी करने की तारीख / Date of issuance of RFP	<b>July 19, 2021</b>
4	बयाना राशि / EMD	All the responses must be accompanied by a refundable interest free security deposit of <b>₹1,60,000/- (Rupees One Lakh Sixty Thousand only)</b>
5	आवेदन शुल्क / Application Fee	All the responses must be accompanied by a non-refundable application fee of <b>₹10,000/- (Rupees Ten Thousand only)</b>
6	बोली - पूर्व बैठक के लिये स्पष्टीकरण की मांग की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting (No clarifications would be given after pre-bid meeting)	<b>July 30, 2021 at 05:00 p.m.</b>
7	बोली - पूर्व बैठक / Pre Bid meeting	<b>August 06, 2021, at 03:00 p.m.</b> SIDBI, Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051
8	बोली जमा करने की अंतिम तिथि / Last date for submission of bids	<b>August 17, 2021 at 3:00 p.m.</b> SIDBI, Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051
9	बोली जमा करने का पता / Address for Bid Submission	<b>The General Manager</b> Small Industries Development Bank of India, <b>3<sup>rd</sup> Floor, Risk Management Vertical</b> Swavalamban Bhawan C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 Phone: 022-67531100 / 67531142
10	पात्रता एवं तकनीकी बोली खोलने की तिथि व समय / Date, Time & Place for Opening of Minimum Eligibility bid & technical bid	<b>August 18, 2021 at 4:00 p.m.</b> SIDBI, Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051
11	बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ / Presentation to be made by bidders to the selection committee	बाद में सूचित किया जायेगा / To be intimated at a later date.
12	वणिज्यिक बोली खोलने की तिथि व समय / Date & Time of opening of commercial bids	बाद में सूचित किया जायेगा / To be intimated at a later date.
13	बोली की वैधता / Bid Validity	बोली जमा करने की अंतिम तिथि से 180 दिन तक   180 days from the last date of bid submission.

14	सिडबी अधिकारियों के संपर्क विवरण / Contact details of SIDBI officials (Coordinators)	
	Smt Vinita Bardiar	Shri Ravi Kishore
	022-67531513 <a href="tel:9833762119">9833762119</a>	022-67531233 <a href="tel:9953219689">9953219689</a>
	<a href="mailto:vinitak@sidbi.in">vinitak@sidbi.in</a>	<a href="mailto:ravikishore@sidbi.in">ravikishore@sidbi.in</a>
15	Independent External Monitor (IEM) appointed by the CVC	Sh. Nageshwar Rao Koripalli, IRS(Retd.) Address: 38, The Trails, Manikonda, R.R. District, Hyderabad - 500089 Email id: <a href="mailto:knageshwarrao@gmail.com">knageshwarrao@gmail.com</a> Mobile No.: 97889 19555
16	सिडबी की वेबसाइट / Website of SIDBI	<a href="https://www.sidbi.in/">https://www.sidbi.in/</a>

**Note:**

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website.
2. This bid document is not transferable.
3. If a holiday is declared at Mumbai 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.
4. Besides Demand Draft / Pay Order, the interested bidders shall also have the option to make the payment towards EMD & Tender Fee through Online Mode in the following account of SIDBI (through RTGS / NEFT).

Beneficiary's name: Small Industries Development Bank of India  
Name of Bank: State Bank of India  
Account Number: 37823159064  
Account Type: Current Account  
Branch Name (Branch Code): Bandra Kurla Complex (04380), Mumbai  
IFSC Code: SBIN0004380

Upon making necessary payment, the bidder is required to submit the proof of the payment towards Tender Fee & EMD (Receipt Generated alongwith Ref. No.) alongwith the proposal. Bidder exempted from the Tender Fee & EMD (as per the provisions) shall be required to submit the MSE Registration Certificate to support the exemption. It may be mentioned that non-submission of the requisite documents shall lead to rejection of the proposal by SIDBI.

The RFP is floated on SIDBI website <http://www.sidbi.in>, Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in>. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be posted on SIDBI website and CPPP. Bidders must keep a close watch on SIDBI website and CPPP during the intervening period before submitting response to RFP.

**Definitions:**

- 1) SIDBI / Bank shall mean "Small Industries Development Bank of India".
- 2) RFP shall mean "Request for Proposal document"
- 3) Recipient/ Respondent and Bidder/ Contractor / Vendor(s)/ Service Provider shall mean Respondent to the RFP Document.
- 4) Tender Document shall also mean Bid Document.

\* \* \*

**1. Term of RFP Response**

- 1.1.** This Request for Proposal (RFP) document has been prepared solely for **engagement of a Consultant for implementation of RBI's Basel III Regulations in SIDBI**. The RFP document is not a recommendation, an 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 the Bank and any successful Bidder as identified by the Bank after completion of the selection process detailed in Section 6 of this document.
- 1.2.** While this document has been prepared in good faith, neither the Bank nor any of its employees makes 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 Bidders will use it only for the purpose set out herein.
- 1.4.** The Bidders shall bear all costs associated with the preparation and submission of the Tender including, but not limited to, additional information required by the Bank, attendance of meeting, etc. and SIDBI will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 1.5.** The Bidders 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 of that information.
- 1.6.** This document would not form basis for any commitment on the part of the Bank. Each Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of the Consultant, not limited to the 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 should it be construed as material for any investigation or review to be carried out by the Bidders. The 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 and without incurring any liability to the Bidders or any obligation to inform the affected Bidders on the grounds for the Bank's action, 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.** The Bank may be notified of any omission / discrepancy in the RFP before the closure of bid. If required, the Bank may thereafter modify the RFP. The modified RFP would be hosted on the Bank's website. Any

subsequent modification in the dates/timelines will be at the sole discretion of the Bank.

- 1.9.** SIDBI reserves the right for carrying out any amendments/modification/changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on the Bank's website [www.sidbi.in](http://www.sidbi.in) and these will be binding on all the Bidders.
- 1.10.** SIDBI reserves the sole right to cancel the RFP at any stage without assigning any reason.
- 1.11.** Before tendering, the Bidders are advised to carefully examine the Tender / Bid Documents, Terms & Conditions of Assignment, Specifications and refer the matter immediately to SIDBI for clarification if there is or appears to be any ambiguity in the RFP document.
- 1.12.** Any Tender / Bid 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.
- 1.13.** From the time the proposals are opened to the time of appointment, Bidders should not contact the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the bids.
- 1.14.** All documents submitted in response to this RFP, including any accompanying documents, will become the property of the Bank. The Bidder shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other 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 Bidder in the submissions or accompanying documents.
- 1.15. RFP Validity period:** RFP responses will remain valid and open for evaluation according to their terms for a period of at least **180 days** from last date of bid submission. The Bank 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 for various items/activities as described in the financial bid, or at the price negotiated thereafter, after expiry of the current assignment period. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension period of the bid validity period.
- 1.16. Communication on the RFP:** The Bidders are required to direct all communications for any clarification related to this RFP, to the RFP Coordinators mentioned in the section titled "**Important Information**".

All queries relating to the RFP, technical or otherwise, must be by email only and will be entertained by the Bank only in respect of the queries received upto the date and time specified in the section "**Important Information**". The Bank will respond to all the queries in the pre-bid meeting.

The Bank may, in its absolute discretion though not being under any obligation, seek additional information or material from any Bidder after the closure of RFP and all such information and material provided will be taken to form part of that Bidder's response.

**1.17. Sub-contracting:** The Bank expects a single Bidder having in-house capabilities to deliver the scope as per the Terms of Reference. The Consultant shall not outsource / sub-contract any part of this contract/assignment.

**1.18. Application Money:** The Bidder shall submit Application Money of **INR 10,000 (Rupees Ten thousand only)** by way of Demand Draft/Pay order issued by any Scheduled Commercial bank in India, in favor of Small Industries Development Bank of India, payable at Mumbai, which is non-refundable. Direct credit to bank's account through RTGS/NFFT may also be done. The Bank may, at its sole discretion, reject any Bid where application money has not been furnished with the bid documents.

**1.19. Bid Earnest Money:** The bidder shall submit Earnest Money Deposit (EMD) by way of Demand Draft/Pay order or Bank Guarantee of **INR 1,60,000/- (Rupees One Lakh Sixty Thousand Only)** issued by any Scheduled Commercial bank in India, in favour of Small Industries Development Bank of India, payable at Mumbai along with the bid documents. Direct credit to bank's account through RTGS/NFFT may also be done. In case of unsuccessful bidders, EMD will be returned on completion of the selection process. For the successful bidder, EMD will be returned on submission of Performance Bank Guarantee as given in Section 1.20. The earnest money deposit may be forfeited or Bank Guarantee amount may be invoked by SIDBI if the bidder withdraws its bid during the bid validity period.

The EMD of all unsuccessful bidders will be released immediately upon:

- i. Issue of Letter of Intent (LOI) /Purchase Order to the successful bidder.
  - or
  - ii. The end of the bid validity period, including extended period (if any),
  - or
  - iii. Receipt of the signed contract and performance security from the successful bidder,
- whichever is earlier.

The earnest money deposit may be forfeited or Bank Guarantee amount may be invoked by SIDBI if the successful bidder fails to accept the LOI / sign the contract or does not provide the required performance security or expresses inability to carry out the contract or



fails to start the work within stipulated time and shall be banned from bidding for any tender issued by SIDBI for a period of 3 years

- 1.20. Performance Bank Guarantee:** The selected Bidder should provide an unconditional and irrevocable Performance Bank Guarantee equivalent to **8%** of the total contract value 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 **one month** from the intimation from SIDBI as per the format provided in **Annexure XIV**. The Performance Guarantee shall be kept valid up to **90 days**, beyond the contract period.
- 1.21.** If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD/ invoke the Bank Guarantee amount obtained towards security deposit.
- 1.22.** In the event of non-performance of obligation or failure to meet terms of this RFP/ Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 1.23.** The Performance Bank Guarantee would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder
- 1.24.** Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 1.25.** Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.
- 1.26.** Public Procurement Policy on Micro and Small Enterprises (MSEs)
- i. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
  - ii. 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 MSEs may approach the tender inviting authority to resolve their grievances.
- iv. 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	Revised criteria w.e.f. July 01, 2020 based on investment in P&M [for Manufacturing] / Equipment [for Services] & turnover
Micro	Investment upto ` 1 crore and turnover upto ` 5 crore
Small	Investment upto ` 10 crore and turnover upto ` 50 crore
Medium	Investment upto ` 50 crore and turnover upto ` 250 crore

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

## 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. SIDBI is committed to serve the MSME sector by reaching out to the unreached, serving the unserved and funding the unfunded. SIDBI's interventions are directed towards poverty alleviation, employment generation, entrepreneurship development and development of the MSME sector through enhanced funding support to the sector as well as through various non-financial interventions. SIDBI is committed to promoting a thriving environment that enhances the growth and competitiveness of MSMEs. Led by its Vision 2.0, SIDBI has undertaken a slew of initiatives, starting from empowering budding entrepreneurs to strengthening existing MSMEs. Mission Swavalamban is SIDBI's umbrella programme with aim to have 'each house, one entrepreneur'

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

Since its inception, SIDBI has been playing an active role in promoting MSME sector and provided direct and indirect financial support to entrepreneurs for setting up of new enterprises as well as expansion/ diversification/ modernization of their existing enterprises.

Presently, SIDBI is governed by Basel I Regulations of RBI.

SIDBI has 8 subsidiaries/ associates viz., Micro Units Development & Refinance Agency Ltd (MUDRA), SIDBI Venture Capital Limited (SVCL) & SIDBI Trustee Company Limited (STCL), Credit Guarantee Fund Trust for MSEs (CGTMSE), Receivables Exchange of India Limited (RXIL), Acuité Ratings & Research Limited (Acuité), India SME Asset Reconstruction Company Ltd (ISARC), India SME Technology Services Limited (ISTSL) and Online PSB Loans Ltd.

This Request for Proposal (RFP) document has been prepared to **appoint a Consultant for Implementation of RBI's Basel III Regulations in SIDBI.**

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### 3. Terms of Reference

#### 3.1. Introduction and Project Overview

SIDBI is an All India Financial Institution (AIFI) and follows the norms and guidelines issued by RBI from time to time. SIDBI is presently mandated to follow Basel I capital regulations for capital adequacy purposes. There have been indications from RBI that AIFIs including SIDBI will be required to transition to Basel III capital regulations. In that event, SIDBI has to comply with the Basel III capital regulations covering Pillar I, II and III at both standalone and consolidated level. It is expected that AIFIs would be required to follow the RBI's Master Circular<sup>1</sup> dated July 01, 2015 on Basel III- Capital Regulations with some variations.

Impending transition to Basel III regulations makes it imperative for SIDBI to review and upgrade, wherever required, extant risk management framework in a time bound manner. While there are various software solutions in the market catering to different components under Basel III capital framework, successful implementation of any solution calls for an exhaustive assessment of the Bank's existing software along with the extant risk management framework.

Against the above backdrop, the Bank intends to engage a Consultant to assist it in end-to-end implementation of the prudential regulations on Capital Framework at standalone and consolidated levels, (hereinafter referred to interchangeably as '**the Regulations**' or '**the Basel III Regulations**'). The project would also include procurement of suitable software for credit risk and market risk capital computation. These new systems must be integrated with other risk management systems / business software within the organisation.

The scope of the services specified under this Request for Proposal (RFP) is governed by RBI Master circular dated July 01, 2015 on Basel III regulations for Scheduled Commercial Banks. Any change made by RBI/GOI in these guidelines or issue of fresh / final guidelines on these matters shall automatically enlarge the scope of work specified under this RFP and the duties of selected bidder shall be deemed to be discharged only when the bidder completes the project as per the revised scope of work. Bidder may

<sup>1</sup> RBI Master Circular RBI/2015-16/58 DBR.No.BP.BC.1/21.06.201/2015-16 dated July 01, 2015– Basel III Capital Regulations

quote for additional 30 mandays to take care of such eventuality in the commercials.

Please visit SIDBI website ([www.sidbi.in](http://www.sidbi.in)) for complete information on the function of the Bank and list of subsidiary /associate organizations of SIDBI.

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### 3.2. Purpose

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SIDBI, 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 “Bank” or “SIDBI”) and office at, **Swavalamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051** 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, hereinafter called as ‘Bidders’ or ‘Consultant’ or ‘Firm’, to participate in the competitive bidding **for Engagement of a Consultant for Implementation of RBI’s Basel III Regulations.**

The Bank, for this purpose, invites proposal from Bidders. Bidder who is interested in participating in this RFP must fulfill the **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 by responding to this RFP, be deemed to have accepted all terms & Conditions mentioned under this RFP.

**The broad scope of work, based on sequencing, may be divided into the following four phases:**

- Phase 1: In this phase, the Consultant will study and evaluate the existing risk management systems, policies and processes related to Credit Risk, Operational Risk, Market Risk, Liquidity Risk, etc. for identifying gaps therein as well as assessing the adequacy thereof for the purpose of implementation of the Basel III regulations (at standalone and consolidated level). Basis this assessment, it will propose a roadmap to upgrade the risk management framework covering policies, processes, methodology, systems and MIS (Data Gap study/ mechanism to capture required data, etc.).
- Phase 2: Based on the roadmap, the Consultant will assist SIDBI in upgrading the existing risk management policies/ processes and formulate new policies, wherever required, to make the Bank compliant with the Regulations. This phase will also cover designing and developing excel

tools as described under 'Detailed Scope of Work' (including templates for compiling data at consolidated level from the entities that will be consolidated).

- Phase 3: The Consultant will assist in selection of the Vendor and/or System Integrator, if required, and acquisition of suitable software/templates as well as hardware, if required for end-to-end implementation of the Regulations. The Consultant will prepare RFP for software / hardware / System Integrator etc.
- Phase 4: The Consultant will provide project management services in implementation of the Regulations by setting up Project Management Office (PMO) and recommend suitable governance model to track and report project progress. The Consultant will monitor the roll-out & effective implementation of the software / hardware by System Integrator, if engaged by the Bank, on an ongoing basis till the successful completion of the project.

Scope of works mentioned under Phase 1, 2 and 3 will go simultaneously.

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### **3.3. Project Scope / Scope of Work (SoW) and Key Deliverables**

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#### **A. PHASE - 1 : Gap Analysis & Roadmap**

The Consultant will collect, compile and analyse information around the existing risk management practices pertaining to credit risk, operational risk, market risk, etc. based on the relevant documents and discussions with officials of the Bank. The Consultant would:

- Conduct a gap study to identify the missing data elements which are currently not being captured and/or stored in the Bank's system. The gap assessment should be done based on the requirement arising from the Regulations and leading global practices in risk management and suggest methods to bridge the gap.
- Review the present Data collection system and MIS for evaluating gaps in collating and processing of various data elements needed for computation of the Risk Weighted Assets/ Regulatory Capital.
- Advise as to which entities of SIDBI's subsidiaries / associates will have to be consolidated to comply with the regulations.

- Conduct a gap assessment to identify the data requirement for implementation of the project on consolidated basis.

#### **A.1. Credit Risk**

The Consultant has to review and assess gaps in the current credit risk management framework of the Bank (Policies/Systems/Processes) in the light of the Regulations (at standalone and consolidated level).

#### **A.2. Operational Risk**

The Consultant has to review and assess gaps in the current operational risk management framework (Policies/Systems/Processes) in the light of the Regulations (at standalone and consolidated level).

#### **A.3. Market Risk**

The Consultant has to review and assess gaps in the existing market risk management framework (Policies/Systems/Processes) of the Bank in the light of the Regulations (at standalone and consolidated level).

#### **Deliverables for A.1, A.2 and A.3**

- i. A report detailing the gaps identified in the existing risk management policies/ procedures/ systems separately for Credit, Operational and Market risks with recommendations/suggestions, implementation action plans and timelines to bridge those gaps (within the overall timeline of the project).
- ii. A report detailing the gaps in present data collection system, list of missing data elements and providing recommendation for software systems, software, MIS (if any) etc, needed to be procured for computation of the RWA/ Regulatory capital under the RBI defined approaches.
- iii. A report detailing the data requirement at consolidated level.

#### **A.4. Other Risks**

##### **a) Gap Analysis & Roadmap**

- The Consultant has to review and assess gaps in the other existing risk management framework (Policies/ Processes/ systems) of the Bank in the light of the Regulations.

- The Consultant has to assess the requirements for implementing liquidity guidelines as envisaged in the Regulations.

**b) Deliverables**

- Provide the Bank with the gap identification report covering the above scope in whole along with the recommendations/suggestions, implementation action plans and estimated time frames (within the overall project time line) to resolve the same.

**A.5. Basel III Regulations: Pillar II**

**a) Gap Analysis & Roadmap**

- The Consultant has to
  - Review ICAAP Policy/ Document/ Tool/ Framework of the Bank and identify gaps and suggest mechanism for making ICAAP an integral part of management decision making and organizational culture
  - Assess requirement of any system/ software solutions for the purpose of ICAAP
  - Review the nature, scope, scale and the degree of complexity in SIDBI business operations and accordingly assist in upgrading the ICAAP.

**b) Deliverables**

- Gap Report covering the above scope in whole (ICAAP Policy/ Tool/ Document) and with recommendations and timelines to fulfil those gaps (within the overall project time line).
- Report providing analysis and reasoning for complexity classification chosen for ICAAP framework.
- A report detailing the data requirement for ICAAP assessment at consolidated level.

**A.6. Basel III Regulations: Pillar III**

**a) Gap Analysis & Roadmap**

- The Consultant has to review the present data collection system/ MIS/ data availability in systems/ solutions/ excel/ any other data collection template for evaluating gaps in collating and processing of



various data elements needed for preparation of Basel III – Market Disclosures under Pillar III.

**b) Deliverables**

- A report detailing the gaps in present data collection system, list of missing data elements and providing recommendation for MIS/software solutions, if any, needed to be procured for preparation of regulatory disclosures as stipulated under Pillar III of Basel III regulations.
- A report detailing the data requirement for Pillar III disclosures at consolidated level.

**A.7. Basel III Regulations – Leverage Ratio**

**a) Gap Analysis & Roadmap**

- The Consultant has to review and assess gaps in the present data collection system/ MIS/ data availability in systems/ solutions/ excel/ any other data collection template in collating and processing of various data elements needed for computation of Leverage Ratio as per Basel III Regulations.

**b) Deliverables**

- A report detailing the gaps in present data collection system, list of missing data elements and providing recommendations for MIS/software solutions, if any, needed to be procured for calculation of leverage ratio under Basel III regulations.

**B. PHASE - 2 – Policy Up-gradation / New Policy Development & Designing of Risk Management Framework:**

On the basis of the risk assessment, benchmarking and gap analysis exercise undertaken in the previous phase, the Consultant will assist SIDBI in updating/ developing the requisite policies, systems and processes.

- Assist in developing data collection templates for data elements which are not being captured by the Bank
- Assist in development and implementation of the data collection templates across the Bank for timely collection of data.
- Assist in training the Bank personnel to collect the required data.

- Assist the Bank in closing any data gaps.

Phase 2 will also entail design and development of excel -based tools/ solutions for calculation of capital charge as per Basel III regulations. This includes specifying the items and definitions to be covered under Tier 1, Tier 2 and Additional Tier 1 capital.

The other activities falling under scope of this phase are as follows:

## **B.1. Credit Risk:**

### **3.3.1. a) Activities to be undertaken by the Consultant**

As part of this phase, the Consultant would assist SIDBI in implementing components/gaps identified in Phase I (at standalone and consolidated level). The activities in this regard are detailed below:

- i. To enhance/ update/ develop the current credit risk management framework (policies/ procedures/ systems/ solutions) as listed under Phase I to fulfil the gaps identified (other than procurement of systems/ solutions).
- ii. To formulate new polices, if required.
- iii. To design and develop excel tools for calculation of capital charge for credit risk
- iv. To design and develop excel tools for stress testing for the all the relevant risks and Leverage Ratio
- v. To review and upgrade existing framework/ mechanism for credit risk mitigation techniques
- vi. To design and develop templates for fetching data as per the asset categorization defined in Basel III regulations for capital charge calculation

### **b) Deliverables**

- i. Updated credit risk framework (policies/ procedure/ systems) of the bank.
- ii. Excel based framework for calculation of capital charge for credit risk, stress testing and Leverage Ratio.
- iii. Mechanism for upgradation of existing credit risk mitigation techniques
- iv. Template for fetching data as per the asset categorization defined in Basel III regulations for capital charge calculation

**B.2. Operational Risk:****3.3.2. a) Consultant's Activities**

- i. Review/ update Operational Risk Management (ORM) Policy, procedures, systems, document to capture ORM framework elements
- ii. Review existing CORE application, RCSA, KRI, loss data framework (if required) based on the gap study under Phase I

**b) Deliverables**

- i. Updated ORM Policy of the Bank
- ii. Updated ORM framework of the Bank (CORE application, RCSA, KRI, Loss data etc)

**B.3. Market Risk****3.3.3. a) Activities to be undertaken by the Consultant**

In this step, the Consultant will assist SIDBI in implementing components as agreed in Phase I (at standalone and consolidated level). The activities in this regard are detailed below:

- i. To update the existing market risk management framework (policies/ processes/ systems)
- ii. To formulate new polices, if required,
- iii. To design/ develop excel based templates for calculation of capital charge for market risk
- iv. To design/ develop excel templates for fetching data required for calculation of capital charge for market risk as per the asset categorization mentioned in Basel III regulations.
- v. To provide excel templates for computation of other periodic reporting / disclosure [apart from capital charge for market risk] as prescribed / required under the regulations.

**b) Deliverables**

- i. Updated market risk framework (policies/ processes/ systems).
- ii. Excel based tools for calculation of capital charge for market risk.
- iii. Data template for fetching data required for calculation of capital charge for market risk as per the asset categorization mentioned in Basel III regulations.

**B.4. Other Risk****3.3.4. a) Activities to be undertaken by the Consultant**

- i. The Consultant will upgrade existing policies/ procedures/ systems related to other risks as listed under Phase I to fulfil the gaps identified (other than procurement of systems/ solutions).
- ii. The Consultant will assess the requirements for implementing liquidity guidelines as envisaged in the Regulations.

**b) Deliverables**

- i. Update the risk framework (policy/ procedure/ system) of the Bank
- ii. Excel based framework for computation of liquidity risk measures, if required.

**B.5. Basel III: Pillar II****3.3.5. a) Activities to be undertaken by the Consultant**

- i. To upgrade ICAAP Policies/ Tool/ Document as listed under Phase I to fulfil the gaps identified (other than procurement of systems/ solutions) as mentioned at A.5.
- ii. To assist in developing a stress testing system capable of testing for each of the credit, market, interest rate, forex, liquidity, concentration risk on individual basis and aggregate the results of stress testing. The system should at the same time assist in reporting, back testing and assessment of capital for Pillar-II risks. Additionally, the system should also support aggregation of Pillar-II capital into Bank-wide capital (regulatory & economic capital) assessed.
- iii. To develop framework/ mechanism for conducting complexity classification of ICAAP framework.
- iv. To train Risk Management Vertical on ICAAP preparation and Audit and Fraud Management Vertical (AFMV) on ICAAP validation
- v. To create and implement a Train the Trainer (TTT) Program
- vi. To formulate procedures to be used for evaluating the correlation between various risks.

**b) Deliverables**

- i. Updated ICAAP Policy/ Document/ Tool for assessment at standalone and consolidated level.
- ii. Framework for back testing based as per the complexity classification of ICAAP framework of the Bank.
- iii. Audit Manual and check list for AFMV to conduct ICAAP validation.
- iv. Training of RiMV and AFMV officials

**B.6. Basel III: Pillar III****3.3.6. a) Activities to be undertaken by the Consultant**

- i. To design a framework/ template for compliance with disclosure standards
- ii. To put in place a mechanism for preparing various reports mandated under Pillar III (Market Disclosures) using the resources presently available in the Bank
- iii. To suggest the voluntary disclosures both qualitative and quantitative

**b) Deliverables**

- Excel tools for generating Market Disclosure requirements as per Pillar III under Basel III guidelines (at standalone and consolidated level).

**B.7. Basel III Regulations – Leverage Ratio****3.3.7. a) Activities to be undertaken by the Consultant**

- i. To design a framework/ template for computation of Leverage Ratio

**b) Deliverables**

- i. Statement and procedure showing computation of Leverage Ratio
- ii. Excel tools for computation of Leverage Ratio

**C. Phase 3: Software / Hardware / System Integrator****C.1 Selection of Software / Hardware/ System Integrator:**

- i. To provide a brief report on major players in the market who offer hardware and software for this type of services. The report shall include

- a high level cost –benefit analysis covering key features of the hardware/  
Software.
- ii. Prepare the draft RFP(s) for implementation of the Regulations by way of acquisition of software / hardware as well as selection of a system integrator if required as per the assessment made by the Consultant. The Consultant should prepare the draft RFP(s) after studying the existing infrastructure and requirements, as per provisions of the Bank's procurement manual.
  - iii. Attending pre-bid meeting and responding to pre-bid queries
  - iv. Assist SIDBI in evaluating the bids received (all the three stages viz. Eligibility criteria, Technical bids evaluation and Commercial bids evaluation) as per the process defined in the RFP(s) and preparation of evaluation reports at each stage for onward submission to designated committee.
  - v. Final selection of software / hardware / system integrator
  - vi. Preparation of the draft Purchase Order(s) (POs) and draft Contract(s) with the selected software supplier / system integrator.
  - vii. The Consultant will, while performing the above tasks, consult SIDBI and take its approval in finalising the deliverables.

## **C.2 Deliverables**

- 1) Draft RFP(s)
- 2) Evaluation report –
  - a) Minimum eligibility
  - b) Technical evaluation
  - c) Commercial evaluation
- 3) Draft PO(s)
- 4) Draft contract(s)

## **D. PHASE - 4 – System Implementation**

Under this phase, the Consultant will assist SIDBI in the project management and implementation of the solution comprising software/ hardware/ system integrator. The Consultant will set up the Project Management Office (PMO) which will report to a Project Steering Committee. The Steering committee will provide overall guidance and direction to the PMO team.

**D.1 Project management & Implementation of the Solution:**

- i. Project management as per the scope of the RFP(s)/ PO(s)/ Contract(s) issued for implementation of the project.
- ii. Review & report the progress made in the implementation of the project including submission of regular updates / presentation to the Project Steering Committee on the status of the project as required by the Bank.
- iii. Review the resolution provided by the vendors/ SI for any technical, customisation and compatibility issues in the solutions being implemented.
- iv. Tracking and monitoring the closure of gaps and compatibility issues customizations as per delivery schedules.
- v. Participate in all technical and functional discussions related to the project.
- vi. Assist and advise the Bank in conflict management with all the respective Stakeholders
- vii. Assist the Bank in closure of all issues pending for resolution in time.
- viii. Provide confirmation for completion of milestone for making the payment to the Vendor.
- ix. Calculate and recommend the payments to be given to the vendor as per milestones.
- x. Any other task required for successful completion of the project.

**D.2. Defining Acceptance Criteria for UAT**

- i. Design & carry out UAT for acceptance of the solutions for sign-off
- ii. UAT sign-off by PMO in consultation with SIDBI's team and Closure of Project Performance Benchmark
- iii. Supervision including hardening, customisation required and acceptance of Hardware & Infrastructure testing
- iv. Define the test case documentation and reporting framework
- v. Define the test plans and test calendars
- vi. Review the test cases
- vii. Report, manage and monitor the performance benchmark exercise
- viii. Project management of the entire testing for: User Acceptance testing & Performance benchmark
- ix. Document acceptance test results, and identify gaps



### D.3. Training

- The Consultant will have to provide training at various stages in all the areas of the project during the course of implementation. In the event, the area of training falls within the purview of the system Integrator, the Consultant will coordinate with the system integrator for facilitating conduct of the trainings.
- The Consultant will have to create and implement a Train The Trainer (TTT) Program
- The target groups for training will include:
  - Board of Directors/ Executives/ Officials of Risk Management Vertical/ Other stakeholder Verticals
  - Trainers
  - Internal Auditors, Statutory/ Concurrent auditors, etc.
- The number of sessions and number of trainees will depend upon the adequacy required to implement the concepts in the organization.
- The contents of the training programs will be finalized after discussions with the Bank. The Consultant has to provide E-learning modules, Self Help Guides (SHG)/ user manuals, case studies and training materials to the participants.

### D.4. Deliverables

- i. Submission of Report on Installation, Configuration, Implementation and Validation of Deployment of the software solutions / hardware and completion of the project as per the RFP.
- ii. Other Project Progress Reports:
  - a. Tracking and monitoring the closure of gaps and customizations as per delivery schedules on Fortnightly basis.
  - b. Weekly report of the progress made in the implementation.
- iii. Presentation to the Project Steering Committee on Fortnightly basis on status of the project as required by the Bank
- iv. Report on UAT plan for each Solution
- v. Report on UAT test cases.
- vi. Report on UAT Test results with evidences UAT signoff and closure report
- vii. Training to the target groups along with provision of user manuals, case studies and training materials to the trainees

### 3.4. Implementation Schedule

The time for this consultancy assignment will be until the implementation of the Regulations i.e. the submission of UAT and Sign-off of UAT and submission of acceptance report after project implementation to the satisfaction of SIDBI (after Phase IV deliverables). Phase I & II will have to be completed in 10-14 weeks and the entire project is expected to be completed in 32-36 weeks from the date of signing of the contract with SIDBI. SIDBI expects the Bidder to submit a detailed project plan for implementation of all the phases.

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### 3.5 Project Management & Governance Structure

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1. Ideally, a team of minimum **5 members** is required for the assignment. Composition of team would include analyst, Consultant, senior Consultant, Manager / Director and Partner. The Consultant shall have the freedom to suitably change the team structure in discussion with SIDBI based upon SoW.
2. Analyst level resource should have work experience of minimum 5 years and be available to work directly with the top management at SIDBI.
3. The Consultant shall deploy, at SIDBI – Mumbai Office, at least one person of analyst level, who shall also coordinate all the functions, resolve queries of all Verticals or any other matter related to the project and report progress of the assignment to SIDBI.
4. There will be one Project Lead responsible for delivery.
5. The personnel deployed at all levels should include domain experts who could provide inputs from time to time. CV of the personnel would be cleared by SIDBI before deployment for suitability to assignment.
6. The payment to the Consultant will be made against key deliverables as mentioned in different sections of Terms of Reference.
7. In accordance with the plan, the Consultant shall provide monthly reports on the progress made.

\* \* \*

#### 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 Bid
- e. Technical Bid: Discussion /Presentations of the bidder meeting eligibility criteria with selection committee -
- 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 the Bank)
- g. Successful Bidder will be selected based on the three bids evaluation process i.e eligibility bid, Technical Bid and Financial Bid.
- h. Award of contract

#### 4.1. Eligibility

The Consultant team working on this project should have a strong domain knowledge and understanding of similar risk management project/ practices. Consultants are requested to propose an optimal team size and team structure / organization to deliver effectively on all components outlined in the Scope of Work.

A list of the qualifying requirements and the supportive documents that need to be submitted are given in the table below. Along with these documents, the Bidder must also submit "Undertaking regarding agreement for all terms of RFP" as per **Annexure I**.

Specific qualifications / expected expertise required are as follows:

SN	Eligibility Criteria	Supporting Required Letter of acceptance for compliance
1	The bidder should have been in operation in India for over 5 years as on the date of RFP with ability to service the client across India. The Bidder should be a 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 Concern / HUF, etc. It should be registered with the GST authority and must be in the business of	Certificate of Incorporation/ Documents supporting constitution of the bidder. Copy of Registration Certificate with the GSTN.

	Management Consulting/ Risk Management/ Project implementation support. The Bidder should be registered with GSTN.	
2	In case, the bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale, etc.) in the last three financial years (FY 2018-19, FY 2019-20, and FY 2020-21 (Audited or Unaudited)), it may showcase credentials of its erstwhile current entity alongwith documentary proof.	Sufficient documentary proof to be submitted
3	The Bidder should have made positive NetProfit (after all taxes etc.) in each of the last three financial years i.e. FY 2018-19, FY 2019-20, and FY 2020-21.	Copies of Annual Reports in case of listed companies and copies of audited balance sheets and P&L statements in case of others. In case of non-availability of audited results for FY 21, CA certified results may be provided.
4	The bidder must have experience in providing management consulting services to Public Sector Banks/ Private Sector Banks/ Foreign Banks/ Financial Institutions/ NBFCs in India and abroad.	Relevant details of engagement for the past 5 years with client testimonials.
5	The bidder should have undertaken at least 2 projects in Public Sector Banks/ Private Sector Banks/ Foreign Banks/ Financial Institutions/ NBFCs on a Long Term basis (More than 6 Months) in the areas of Basel III / II implementation and risk advisory services in the last 5 years in India i.e. FY 2016-17 to FY 2020-21.	Relevant details of engagement(s) undertaken in the last 5 years ( <b>Annexure II</b> )
6	The bidder should have in-house capability to take up assignment on its own but not through any associates or through sub-contracts.  Joint and collative Bids will not be accepted	Letter of Undertaking ( <b>Annexure I</b> )
7	The Bidder should be an advisory / consulting firm and should not be in the business of system integrator.	Self-declaration to be provided.
8	The bidder must have earned fee income of <b>INR 75 crore (Rupees Seventy Five Crore only)</b> from management consultancy or risk consultancy services in each of the last 3 FYs (FY 2019, FY 2020, FY 2021) as per audited financial statement. Fee from services other than management consultancy viz audit, tax etc. would not be included.	Audited financial statements for last 3 FYs. In case of non-availability of audited results for FY 2021, CA certified result to be submitted. Suitable certification by Statutory/ Tax Auditors. In case the bidder provides non-consultancy services also, the fee from consultancy services only

		will be considered; relevant certificate from Statutory/ Tax Auditors will be required.
9	The bidder should not be owned or controlled by any Director or Employee of SIDBI (or their Relatives)	Self-Declaration by the bidder on bidder's letter head ( <b>Annexure IV</b> )
10	The bidder should not have been penalised or found guilty in any court of law and the bidder should not have been blacklisted/ debarred by any Govt of India/ State Government/ PSUs/ Bank/ RBI/ IBA/ any regulatory authority/ Multilateral/ Bilateral agencies and not involved in any major litigation since April 2016 to till the date of submission of the Bid, that may have impact or compromise the delivery of services required.	Self-Certification by the bidder on bidder's letter head to be provided. However, SIDBI would have the right to independently verify the same. ( <b>Annexure V</b> )
11	The bidder should not have defaulted to any bank within the jurisdiction of India	A self-certified letter to be submitted. Copy of CIBIL Report to be furnished.
12	The Bidder should submit Pre-Contract Integrity Pact as per format provided at <b>Annexure - XI</b> .	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.

**Note:**

- a. Documentary evidence must be submitted for each eligibility criterion.
- b. Completion Letter/ Reference Letter (Format given) from relevant Senior Executive of the client to be attached for each engagement reference mentioned. Wherever completion letter could not be furnished due to confidentiality reasons, engagement letters would be accepted as documentary proof subject to satisfaction of SIDBI. Further, completion letters (i.e. the ones obtained by bidder immediately after previous engagements were completed) dated earlier to this RFP would be allowed subject to satisfaction of SIDBI.

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

Sr No	Documents Required
i)	Income Tax returns for past three years.
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(s).

- c. SIDBI reserves the right to ask for additional / alternate documents from the Bidder.
- d. The Bidders meeting the eligibility criteria as laid out above will be taken forward to the next stage of technical evaluation.
- e. Non - submission of any of the specified documents by the Bidder would result in rejection of bid.

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## 4.2. Technical Bid

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Technical proposal will include details of overall approach to be taken by the bidder for addressing the scope areas listed in this RFP along with specific proposals/solutions covering the conceptualization, design and implementation thereof. The successful Bidder is expected to work with the Bank to ensure early implementation of its 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 terms of the RFP document. All the assumptions used in preparing the bid should also be clearly mentioned.

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## 4.3. Financial Bid

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The Financial bid will contain the financial quote covering total price (inclusive of professional fees, cost of undertaking the assignment, travelling allowance, halting allowance, out of pocket expenses and all other expenses). GST / any other applicable taxes to be mentioned separately. The 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. The Bank is not responsible for the arithmetical accuracy of the bid. The Bidders will have to ensure that all calculations are accurate.
- f. The Bank will not be responsible for any assumption made by the Bidder. The Bank will not accept any plea of the Bidder or changes in the financial offer for any such assumption.
- g. Any overwriting, erasure, etc. must be initialed by the authorized person.
- h. It may be noted that the Bank will not pay any other amount and expenses except as indicated above.
- i. The Bank will pay GST 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.
- j. The Bidder shall consider all conditions and difficulties that may be encountered during the 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 below. The envelopes should reach on or before the timeline mentioned in the 'Important Information' section of RFP.

### 5.2. RFP response documents:

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

- i. **Envelope 1:** (2 sets : 1 Original + 1 Photocopy)  
A sealed envelope containing full particulars of eligibility criteria (specified in section 4.1) should be super scribed "ELIGIBILITY CRITERIA FOR Engagement of a Consultant for Implementation of RBI's Basel III Regulations".
- ii. **Envelope 2** (2 sets : 1 Original + 1 Photocopy)  
A sealed envelope containing Technical Bid documents (specified in section 4.2) should be super scribed "TECHNICAL BID FOR Engagement of a Consultant for Implementation of RBI's Basel III Regulations". The envelope should contain three sealed sub-envelopes with the following:
  - a. **Sub Envelope 1** should contain the application money demand draft (as specified in section 1.18) and should be super scribed as "APPLICATION MONEY FOR Engagement of a Consultant for Implementation of RBI's Basel III Regulations "
  - b. **Sub Envelope 2** should contain the EMD - demand draft OR BANK GUARANTEE (specified in section 1.19) and should be super scribed as "EARNEST MONEY DEPOSIT FOR Engagement of a Consultant for Implementation of RBI's Basel III Regulations ".
  - c. **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 Engagement of a Consultant for Implementation of RBI's Basel III Regulations"

- ✓ 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 the Bank to compare the quality of teams between different Bidders, as mentioned in **Annexure VIII**.
- ✓ Self-Declaration regarding full time professional staff engaged exclusively in consulting services (as per **Annexure VI**)

iii. **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 Engagement of a Consultant for Implementation of RBI's Basel III Regulations".

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

iv. **Envelope 4:**

A sealed envelope containing Financial Bid Document (specified in section 4.3) should be super scribed "FINANCIAL BID FOR Engagement of a Consultant for Implementation of RBI's Basel III Regulations "

v. **Envelope 5:**

The above FOUR envelopes should be put together in a FIFTH envelope super scribing " Engagement of a Consultant for Implementation of RBI's Basel III Regulations "

vi. The e-mail address and phone numbers of the Bidder should also be indicated on the sealed envelope and all sub- envelopes.

vii. The proposal should be prepared in English or in Hindi 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(s) signing the Bids. The Bank reserves the right to reject the Bids not conforming to the above.

- viii. The Bidder shall submit the proposals/Bid properly in a file so that no paper is kept loose. All the pages of the proposals including documentary proofs should be numbered as "Page # of #".
- ix. 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.
- x. 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 except in conditions indicated in Section 5.3(iv) hereunder.
- xi. Submission of bids by Fax transmission or email is not allowed and will be considered invalid.
- xii. Authorized signatory must sign all the pages of the Bid / response.
- xiii. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- xiv. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- xv. If the envelope(s) are not sealed and marked as indicated, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- xvi. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.
- xvii. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected. However, SIDBI at its sole discretion, has right to call for clarification from any applicant, if required.
- xviii. The bidder cannot quote for the project in part.
- xix. The Bid must be submitted to the Bank at the following address:

**The General Manager**

Small Industries Development Bank of India  
Risk Management Vertical,  
Swavalamban Bhavan,  
Plot No. C-11, G Block,  
Bandra Kurla Complex,  
Bandra (E),  
Mumbai – 400051

### **5.3. Rules for responding to this RFP**

- i. The Bidders should use the formats prescribed by the Bank in submission of the RFP Response
- ii. All responses received after the due date/ time as mentioned in the RFP 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 Bidders and may be accepted by the Bank to form part of the final contract between the Bank and the selected Bidder. 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 the Bank.
- v. The Bank reserves the right to allow/ permit changes in the technical requirements and to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- vi. The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Bidder shall be fully responsible for deviations to the terms & conditions etc. detailed in the RFP.
- vii. If related parties (as defined below) submit more than one bid then all the bids submitted by related parties are liable to be rejected at any stage at the Bank's sole 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 that the Bank, in its sole discretion, determines to be 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** section of 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 has to submit an authority letter duly signed by the Bidder, authorizing him to represent and attend the Bid opening on behalf of the Bidder. The authorized representative, attending the Bid opening and having photo identification, 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

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

### 6.3. (A) Technical Evaluation

The technical bid submitted will be evaluated by a Selection Committee. The Selection Committee would undertake a discussion with / presentation from the Bidders on the understanding of the key challenges before the Bank, proposed Approach and Methodology to be adopted, time frame for implementation of activities in the Bank and the proposed team. The technical capabilities and competence of the Bidder should be clearly reflected in the discussion / presentation. The Bank will inform the date, time and venue of the discussion / presentation to the Bidders that have met the eligibility criteria.

Kindly note that the team proposed (in **Annexure VIII**) in the Technical Proposal will have to be made available to the Bank for undertaking/ delivery of the assignment. During the course of discussion / presentation, the Bank has the right to interview the proposed personnel, to decide whether to deploy him / her in the project or not. The Bank shall reserve the right to seek the change of any resource personnel during the currency of the assignment if the Bank is not satisfied with his/ her performance.

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

Sl. No.	Criteria	Scoring chart	Max. Marks
1	The Bidder should have undertaken similar projects in the last 5 years for Indian Public Sector Banks/ Private Sector Banks/ Foreign Banks/ Financial Institutions/ NBFCs. Similar projects would mean that the Bidder has worked on one or more of the following areas as part of a project on long term basis (more than 6 months): 1) Implementation of or migration to Basel II/III 2) Risk advisory services including development of policies/SOPs for credit risk, market risk and operational risk	Only completed project will be considered for evaluation. The Bidder has to provide case studies pertaining to relevant engagements undertaken by it in India.  <ul style="list-style-type: none"> <li>• &gt;= 2 projects to 3 projects in last 5 years – 5 marks</li> <li>• 4 to 5 projects in last 5 years – 10 marks</li> <li>• 6 to 7 projects in last 5 years – 15 marks</li> <li>• &gt; 7 projects in last 5 years – 20 marks</li> </ul>	20
2	The Bidder should have earned fee income of INR 75 crore (Rupees Seventy Five Crore only) from management consultancy / advisory services in each of the 3 previous financial years, as per audited financial statement (FY 2019, FY 2020, FY 2021)	Only the income / revenue from management consultancy / advisory services would be considered for evaluation. <ul style="list-style-type: none"> <li>• Income / Revenue of more than ` 75 crore and upto ` 125 crore – 8 Marks</li> <li>• Income / Revenue more than ` 125 crore and upto ` 150 crore – 12 Marks</li> <li>• Income / revenue more than ` 150 crore – 15 Marks</li> </ul>	15
3	Full-time professional staff engaged exclusively in consulting services (Number of staff) in India as on March 31, 2021	<50 employees: 0 marks >=50 to <80 employees: 2 marks >=80 to <120 employees: 4 marks >=120 to <160 employees: 6 marks >=160 to <200 employees: 8 marks >=200 employees: 10 marks	10

4	Relevant experiences of the top three dedicated resources proposed for carrying-out the assignment.	Period of relevant experience of the top three dedicated resources for undertaking the project: < 2 projects- 0 marks 2 projects- 3 marks > = 3 or more projects-5 marks  For each resource, maximum of 5 marks are available.	15 (5*3)				
5	Approach and methodology adopted by the Bidder for delivering ToR mentioned at S.No.3 (Document to be submitted along with the bid document and the presentation for the same may be called upon by SIDBI at its sole discretion)	Assessment to be based on: <ul style="list-style-type: none"> <li>✓ Completeness of the response</li> <li>✓ Exhaustiveness</li> <li>✓ Depth of analysis exhibited</li> <li>✓ Timelines &amp; Deliverables.</li> </ul> Shall be evaluated based on details provided in technical response of the Bidder <table border="1" data-bbox="805 827 1256 1052"> <tr> <td data-bbox="805 827 1159 926">Key deliverables identified, timelines and action outlined.</td> <td data-bbox="1159 827 1256 926">20</td> </tr> <tr> <td data-bbox="805 926 1159 1052">Overview of the whole process, along-with approach and methodology.</td> <td data-bbox="1159 926 1256 1052">10</td> </tr> </table>	Key deliverables identified, timelines and action outlined.	20	Overview of the whole process, along-with approach and methodology.	10	30
Key deliverables identified, timelines and action outlined.	20						
Overview of the whole process, along-with approach and methodology.	10						
6	Overall view of planned strategies in line with terms of reference / engagement outlined in RFP	Assessment to be based on the quality of presentation to SIDBI and discussions held on the Bidder's approach towards achieving the very purpose of the assignment as detailed in the RFP.	10				
<b>Total</b>			<b>100</b>				

1. The technical bid will be analysed and evaluated, based on which Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
2. The marks awarded by the Selection Committee would be at its sole discretion and final. No plea of revision/reconsideration of the same shall be considered/entertained.
3. Technical Bids receiving relative technical score greater than or equal to **70 (cut-off marks)** will be eligible for consideration in the subsequent round of commercial evaluation.
4. If less than 3 Bidders qualify as per technical criteria, SIDBI reserves the right to shortlist top 3 Bidders subject to Relative Technical Score **of 60.**



**Note:**

- a. Documentary evidence must be submitted for each criterion and undertaking, or declaration made by the Bidder must be on the company letter head and is to be signed by the authorized signatory (ies).
- b. Completion Letter / Reference Letter (Format given in **Annexure III**) from relevant Senior Executive of the client to be attached for each engagement reference mentioned.

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**6.3(B) Evaluation of Commercial Bid**

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1. In this phase, the Commercial Bids as per **Annexure X** of the Bidders, who are found technically qualified in previous phase, will be taken up for commercial evaluation.
2. The date for opening of commercial bids will be separately advised through e-mail.
3. Technical Score of the technically qualified bids would be announced in the presence of the representatives of the Bidders and the commercial bids of those Bidders would be opened for commercial evaluation.

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**6.4. Final Selection of the eligible bidder**

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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.

- i. Minimum Eligibility Criteria
- ii. Technical Bid (includes presentation)
- iii. Commercial Bids

The Bank shall evaluate first the 'Eligibility Criteria' bid and based on its evaluation, 'Technical Bids' shall be evaluated at the second stage. 'Commercial bids' shall be opened for only the shortlisted bidders out of technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score will get a weightage of 30%.

The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.

Normalization - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

### **Evaluation of Technical Bids**

The technical bid will be analysed and evaluated, based on which the Relative Technical Score ( $RS_{Tech}$ ) shall be assigned to each bid on the basis of parameters mentioned above.

Relative Technical Score ( $RS_{Tech}$ ) for each bidder will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{High} * 100$$

Where,

$RS_{Tech}$  = Relative score obtained by the bidder

T = Technical score obtained by bidder

$T_{High}$  = Highest Technical score secured among the bidders

Technical Bids receiving a  $RS_{Tech}$  greater than or equal to a score of 70 (cutoff marks) will be eligible for consideration in the subsequent round of commercial evaluation.

If less than 3 bidders qualify as per above criteria ( $RS_{Tech} \geq 70$ ), SIDBI reserves the right to shortlist top 3 bidders subject to  $RS_{Tech} \geq 60$ .

### **Evaluation of commercial bids**

Relative Commercial Score ( $RS_{Com}$ ) for each bidder will be calculated as follows:

$$RS_{Com} = C_{Low} / C * 100$$

Where:

$RS_{Com}$  = Relative score for Commercial Bid of the bidder

C = Commercial bid value of the bidder under consideration

$C_{Low}$  = Lowest commercial bid value out of all the eligible commercial bids obtained.

### **FINAL SELECTION OF THE ELIGIBLE BIDDER:**

Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:

$$RS = RS_{Tech} \times 0.70 + RS_{Com} \times 0.30$$

The eligible bidder will be selected based on maximum Total Relative Score (RS) obtained.

In case of a tie after the computation of the highest Total Relative Score, the bidder with higher technical score will be given a higher rank. The Bank will appoint the top ranked consultant based on the ranking derived from the Total Relative Score and the Bank's decision will be final.

The commercial bid/quote should include out of pocket expenses / any other expenses. GST / any other applicable taxes to be mentioned separately.

The Bidder will be assessed and evaluated on its capacity and strength to deliver on the tasks and deliverables outlined in the scope of work above including any other related task, as well as reaching project targets.

The Bidders shall submit their offers strictly in accordance with the terms & condition of the Tender document.

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### **6.5. Notification of Outcome**

The Bank will notify the Bidder who has been selected either in writing or by email as soon as practicable, about the outcome of the RFP evaluation process. The Bank is not obliged to provide any reason 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.

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### **6.6. Signing of the Contract**

The successful Bidder shall be required to enter into a contract with the Bank within 30 days of the award of the contract/ Purchase Order (PO)/ Letter of Intent (LOI) or within such extended period as may be specified by Bank. The terms of contract may be based on terms and conditions contained in this RFP document and other relevant standard clauses as well as the successful Bidder's offer document with all its enclosures, modifications arising out of negotiation / clarification, etc.

\* \* \*

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

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

The Bidders 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 Bidders, such responses may be disqualified and may not be considered for the selection process.

### **7.2. Bidder's Responsibilities and Related Conditions**

- a. Attention of the Bidders is drawn to the relevant and extant instructions of GoI, General Financial Rules (GFR) issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the Bidder and are required to be complied with.
- b. The Bidder 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 Bidder 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 Bidder should provide professional, objective, un-biased and impartial inputs, recommendations and advices at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct and honesty while executing the assignment.
- e. The Bidder carries with him/ her/ it a certain degree of accountability for any advice or /and any services rendered to the Bank, keeping in view the norms of ethical business, professionalism and the fact that such advice or service is rendered for a consideration. The Bank may enforce such accountability in case of improper discharge of contractual obligations / deviant conduct by / of any of the parties to the contract. In

this, share of the Bank's responsibility, for accepting advice / services provided by the Bidder, will also be taken into consideration.

- f. The Bidder must act, at all times, in the interest of the Bank and render any advice / service with professional integrity. The Bidder 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 Bidder 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 Bidder will have to cooperate fully with any legally constituted investigative body conducting enquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligations by the Bidder.

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### **7.3. Sufficiency of Tender**

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The Bidders 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 Bidders shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidders should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include 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.

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### **7.4. Contract / Non-Disclosure Agreement NDA**

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The selected Bidder will be required to execute the following:

- a. Contract / Agreement which will 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 SIDBI; and
- b. Non-disclosure Agreement (NDA)

If the selected Bidder differs / does not agree on any condition / term of the contract, the Bank has the right to appoint the next ranked Bidder without

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

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

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## **7.5. Project Timelines**

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1. The Bidder should adhere to the project implementation schedule as stipulated under Chapter 3 (para.3.4 – Implementation Schedule). Failure to do so solely for the reasons attributable to the Consultant, would be liable for liquidated damages (LD) as stated in the RFP, unless the Bank grants an extension to the Consultant in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of Bank to grant such an extension to the below mentioned timeline and any such decision would be dependent on the emergent circumstance and reason thereof.
2. The mobilization shall be at the earliest depending upon completion of formalities related to the award of contract / assignment and is expected to be from **September 2021**. The assignment will last for a period of **32-36 weeks** (including tenure of implementation support)
3. The time for this consultancy assignment will be until the implementation of the Regulations i.e. the submission of Sign-off of UAT and acceptance report after project implementation to the satisfaction of SIDBI (after Phase IV deliverables). Phase I & II (as mentioned at 3.2) will have to be completed in 10-14 weeks and the entire project is expected to be completed in 32-36 weeks from the date of signing of the contract with SIDBI. **SIDBI expects the Bidder to submit a detailed project plan for implementation of all the phases along with bid documents.**
4. The Bank will consider the inability of the Bidder to deliver the services within the specified time limit (including time as extended by the Bank, if any), as a breach of contract which should entail the payment of Liquidated Damages on the part of the Bidder.
5. The Bank 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.

6. The Liquidated Damages represent an estimate of the loss or damage that the Bank 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.

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### **7.6. Tenure**

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The Consultant will be appointed for a period upto 32-36 weeks from the date of appointment, which inter-alia shall include the period of successful implementation. However, this would be subject to satisfactory performance during periodic reviews which would be solely adjudged by SIDBI. In case the performance of the Consultant is deemed unsatisfactory, the contract will be terminated as per the provision of the "termination of contract" clause mentioned in this RFP. SIDBI, at its sole discretion, in larger interest of the project may extend the services of Consultant for a further period of not exceeding 6 months on the same terms and conditions.

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### **7.7. No Commitment to Accept Lowest Financial Proposal by value**

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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. The Bank reserves the right to make any change in the terms and conditions of engagement. The Bank will not be obliged to meet and have discussions with any Bidder, and/or to listen to any representations unless there is a change in the terms and conditions of engagement.

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### **7.8. Payment terms**

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SIDBI will release the payment of the agreed fee to the selected Consultant after deduction of applicable taxes at source, in stages on completion of the various major activities as given below. No advance payments will be made.. The Consultant shall cover the entire scope mentioned in **Section 3** and deliver all the "Deliverables" as mentioned under **Section 3** of this RFP document.

Payment will be based in phases on the basis of progress of the consultancy contract.

Payments will be released after completion of deliverables phase wise (as indicated in Chapter 3 of RFP) to the satisfaction of SIDBI.

The payment schedule is linked to project milestones as under:

(i)	10% payment after completion of Phase I of the Project as mentioned under Term of Reference/Scope of Work at section no.3 above.
(ii)	20% after completion of Phase II of the Project as mentioned under Term of Reference / Scope of Work at section no.3 above.
(iii)	15% after completion of Phase III of the Project as mentioned under Term of Reference / Scope of Work at section no.3 above.
(iv)	15% after completion of Phase IV (D1) of the Project as mentioned under Term of Reference / Scope of Work at section no.3 above
(v)	40% after completion of Phase IV (D2-D4) of the Project as mentioned under Term of Reference / Scope of Work at section no.3 above.
(vi)	<b>Note: Payment for additional 30 man-days mentioned under Para 3.1 &amp; Annexure X to take care of any eventuality on account of change in the guidelines will be released as per the utilisation of such additional man-days.</b>

SIDBI will release the payment within 30 working days from the date of receipt of invoice. In case of dispute/s the payment will be made within 10 working days of resolution of the dispute/s. No penal interest will be payable for delayed payment.

The release of payments will be further subject to conditions mentioned below.

- (a) The Consultant should convert all the scope into deliverables.
- (b) All the deliverables as mentioned under Chapter 3 should be covered phase wise.
- (c) The documents, reports and drafts submitted by the Consultant are subject to acceptance by SIDBI.
- (d) All the recommendations submitted by the Consultant should be supported by documentary evidence.
- (e) The bidder cannot change the Project Manager during the entire period of execution of the scope unless consented to by SIDBI in writing.
- (f) The bidder should make outlay of resources proposed to be deployed in the bid document for the project which includes, inter-



alia, the number of personnel, skill profile of each personnel, duration etc.

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### **7.9. Liquidated Damages**

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SIDBI will impose Liquidated Damages (LD), if

1. the selected Bidder fails to provide the services to SIDBI within the agreed time lines and to the satisfaction of SIDBI.
2. the LD will be 1% of the contract value per week of delay, subject to an overall cap of 10% of bid amount 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 Bidder fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per the Bank's satisfaction, then the Bank can repudiate the contract and adjust LD from the selected Bidder.

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### **7.10. Taxes**

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All applicable taxes on the consultancy fee will be paid by SIDBI. The Bidder 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 Bidder as per applicable laws.

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

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The Bidder shall comply with and give all notices required under 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 Bidder would comply with all Applicable Laws as they relate to its performance under this RFP/ Agreement to be entered with the successful Bidder. This RFP/ Agreement to be entered with the successful Bidder shall be governed, interpreted by and construed in accordance with the laws of India.

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### **7.12. Compliance with all applicable laws**

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The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them for the purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank 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 therefrom.

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### **7.13. Compliance in obtaining approvals/ permissions/ licenses**

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The Bidder 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 the Bank 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 therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

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### **7.14. Applicable Law and Jurisdiction of Court**

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The Contract with the selected Bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive **jurisdiction of Courts at Mumbai, Maharashtra.**

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### **7.15. Single Point of Contact**

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The selected Bidder 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.

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### **7.16. Authorised Signatory**

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The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder 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 the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

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### **7.17. Workspace and administrative requirements**

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- a. The key persons identified by the selected Bidder for the project should carry out their activities from SIDBI's Office located at Bandra Kurla Complex, Mumbai or from any other suitable location as provided by the Bank. The Bidder may indicate their administrative requirement to the Bank well in advance. No charges would be applicable to the Bidder for the same.
- b. In case the Bank permits use of any of its assets, the same shall be solely for the purpose of execution of its obligations under the terms hereof. The Bidder shall, however, not have any right or other interest in any such property, and any possession of property for any duration shall not create any right in equity or otherwise.

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### **7.18. Substitution of Programme Team Members**

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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 Bidder, 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 the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, the Bank reserves the unconditional right to insist the selected Bidder to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP.

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## 7.19. Rights in Intellectual Property and Material

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

In order to perform the services, the Bidder 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 the Bidder in connection with the scope of work submitted to SIDBI will be the property of the Bank. The Bank shall have every right to use data that may be in the possession of the Consultant or its representative in the course of performing services under the agreement that may be entered into. The Bidder 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. The Bidder 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 Bidder used in deliverables shall remain vested with the Bidder.

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## 7.20. Confidentiality

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- (i) Information provided under this RFP and subsequent Service Agreement (if the Bidder 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 Consultants.
- 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 the Bank with the Bidder.
- 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 the Bank's data or data of the Bank customers, including but not limited to the Bank customers or the Bank employees personal data or such other information as the Bank is required by banking 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 the Bidder 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 Bidder shall at no point use the Bank'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 agree 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) 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. not 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.
- (vi) 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 and agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers and agents or employees 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 to 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 Clause have been fully complied with.
- vi. The rights in and to the data/ information residing at the Bank's premises, including at the Disaster Recovery Centre even in the event of disputes shall at all times solely vest with the Bank.
- 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 thereafter 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.
- (vii) 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 the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Consultant 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 the Bank's data or data of the Bank customers, including but not limited to the Bank customers or the Bank employees personal data or such other information as the Bank is required by banking 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.

(viii) 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.

(ix) 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 Bidder and the Bank.

(x) The Bank shall use the deliverables only for internal use as per the agreement. Disclosure to third parties shall be after removing Bidder's reference, except when the information is required for submission to statutory / regulatory authorities.

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## 7.21. Indemnification

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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 Bidder 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 Bidder under this clause and contract shall not exceed the cumulative fee paid to the Bidder. The Indemnification shall survive the expiry or termination of the agreement between the Bidder and the Bank.

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## **7.22. Termination**

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In the event of non-performance of the Bidder as decided by the Bank or any disputes or differences arising between the Parties hereto on any matter / provision set out in this RFP and subsequent Service Agreement for the selected Consultant, 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 Bidder would promptly hand over to SIDBI all Deliverable Items, including work-in-progress, in "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 Bidder shall complete pending assignments and SIDBI shall agree to settle the dues

in respect of assignments after completion thereof by the Bidder, except if specifically instructed by SIDBI to act otherwise. In such case, the payment due to the Bidder 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 one month notice without assigning any reason. Accordingly, the proportionate payment as per the agreed terms would be released to the Consultant.

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in any of the following circumstances:

- a. The Bidder 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 Bidder is found to be unsatisfactory.
- d. If deductions on account of Penalty exceeds more than 10% of the total contract price.
- e. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- f. If the selected Bidder gets merged/ taken over by another Bidder.

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## **7.23. Arbitration**

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### **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 the 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 the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank 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 the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- c. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- d. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 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 Mumbai, 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

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## 7.24. Publicity

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

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## **7.25. Notices and other Communication**

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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.

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## **7.26. Written Notice of change in name, form or control of either Party**

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The Bidder shall provide SIDBI with prompt 30 days prior written notice of any change in Bidder's name, ownership, or form of organisation. The Bidder 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 RFP/subsequent Agreement (with the selected bidder) in a timely manner.

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## **7.27. Violation of Terms**

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The Bank 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 Bidder 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 the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

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## **7.28. Limitation of Liability**

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- 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 RFP/ Agreement (with selected bidder).
- b. The Bidder'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, or otherwise), shall be at actual and limited to 50% of the cumulative fee paid to the Bidder by SIDBI. This would be over and above performance bank guarantee deposited by the bidder. Bidder's liability in case of claims by the Bank resulting from Willful Misconduct or Gross Negligence of the Bidder, 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. The Bank 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 the Bidder as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Bidder.
- d. The Bidder shall not be liable for 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 the Bank in writing of such conditions, the cause thereof and the change that is necessitated due to the conditions. Unless otherwise directed by the Bank 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 Bidder shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.

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### **7.29. Survival**

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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.

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### **7.30. Severability**

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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.

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### **7.31. No Agency**

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

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### **7.32. Corrupt and Fraudulent Practices**

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

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the

detriment of the Bank and includes collusive practice among Consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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### **7.33. Adherence to Standards**

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

The Bank reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar programs.

The selected Bidder 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 Bidder relating to this RFP, within a reasonable time failing which selected Bidder will be liable to pay any charges/penalty levied by RBI. The selected Bidder shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to the Bank or this RFP by one or more of RBI officers or employees or other persons duly authorized by RBI.

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### **7.34. Conflict of interest**

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The Bidder 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 the bank while rendering any advice / service.

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### **7.35. Subcontracts**

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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 Bidder without advance written consent of the Bank. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect.

The Bank expects a single Bidder having in-house capabilities to deliver the scope as per the Terms of Reference. The Consultant may not outsource / sub-contract any of the activities.

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### **7.36. Taken / Bought over of Company**

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Subsequent to the order being placed with SIDBI, in the event of the Bidder being taken/ bought over by another company, all the obligations and execution of responsibilities under the agreement with SIDBI (with the selected Bidder) should be passed on for compliance to the new company in the negotiation for their transfer. However, in case the new company fails in execution of responsibilities under the agreement with SIDBI within 30 days from the date of takeover, SIDBI reserves its rights to cancel the agreement, forfeit EMD and invoke the performance guarantee at its sole discretion.

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### **7.37. Right to Visit**

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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 Reserve Bank of India (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.

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

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**7.38. Audit**

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The Bidder shall allow the Bank, 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 bidder, directly related to the services.

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**7.39. Non-solicitation**

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The selected Bidder, during the term of the contract and for a period of two years thereafter shall not without the express prior written consent of the Bank, 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 the Bank in rendering services in relation to the contract; or
- b. Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with SIDBI.

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**7.40. No Employer Employee Relationship**

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The selected Bidder 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.

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**7.41. Vicarious Liability**

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The selected Bidder shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by the selected Consultant 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 the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the selected Bidder shall be paid by the selected Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder's employees, agents, contractors, subcontractors etc. The selected Bidder shall agree to hold

the Bank, 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 the Bank through the action of the selected Bidder's employees, agents, contractors, subcontractors etc.

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#### **7.42. Other Conditions**

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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 Bidder 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 Bidder and negotiate with more than one Bidder 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 Bidders for clarification of their offer to assist in the scrutiny, evaluation and comparison of offers and based on this, disqualify the Bidder 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 Bidder, with any other Bidder (s)/others, in any form.

However, SIDBI, on the specific request of the Bidders, may furnish reasons for rejecting a tender.

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#### **7.43. Representations and Warranties**

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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, Consultants 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 the 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 Consultants indemnified in relation thereto.

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#### **7.44. Relationship between the Parties:**

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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,  
**General Manager**  
 Small Industries Development Bank of India  
 Risk Management Vertical,  
 Swavalamban Bhavan,  
 C-11, G Block,  
 Bandra Kurla Complex,  
 Bandra (E),  
 Mumbai - 400051

Dear Sir,

- 1) Having examined the "Request for Proposal" (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 RFP and the other schedules of requirements and services for SIDBI in conformity with this RFP.

Sr. No.	Particulars	Details
1.	Name of the Bidder	
2.	Registered Address	
3.	Website address	
4.	Nature of entity (Public Sector Unit/ Partnership Firm/ Private Limited Company/ Limited Liability Partnership Firm/ MNC/ Public Limited Company)	
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 or through sub-contracts.
- 3) We confirm that we have the technical capabilities to deliver all the requirements of the above-mentioned RFP.
- 4) We hereby certify that we have provided all the information requested by the Bank in the format requested for. The information provided is correct and true to the best of our knowledge. 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 by the Bank 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 180 days from the date of the Financial Proposal opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 8) Unless and until a formal Agreement is prepared and executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between SIDBI and us.
- 9) We understand that the 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 the Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 11) We understand that SIDBI has the right, without assigning reasons thereof, to
  - a. Reject, amend, and modify any condition contained in the 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 reason 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 or 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 the bidder was legally contracted on a long term basis (more than 6 months) for carrying out consulting assignment in the last 5 years.

(Use separate sheet for each client)

Name of the Client	
Description of the assignment	
Duration of the assignment (in months) as per agreement:	
Date of assignment	
Duration of all the consulting assignments for the client (in Months):	
Number of professional staff Provided for the consulting Assignments for the client	
Impact achieved	
Contact Details of senior Executive of the Client (Name, Contact Number, email id)	
Names of Key Resources involved in the assignment	

*Letter of assignment issued by the client to be attached for each engagement reference mentioned. In the absence of letter of assignment, a reference letter as per Annexure III may be provided.*

**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: \_\_\_\_\_

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that the following \_\_\_\_\_ (Name of the Bidder) has been engaged by us for consulting services 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 Bidder) 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 the 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 consulting firm/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 / SEBI/ any regulatory authority since April 2016 to till the date of submission of the Bid

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 professionals**

(On letterhead of the Consultant duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that \_\_\_\_\_ (Name of the Bidder) has \_\_\_\_\_ full time professional staff engaged exclusively in consulting services in India as on July , 2021.

Name:

Designation:

Date:

## **Annexure - VII: Approach and Methodology**

---

The Consultancy firm/ company should submit the Approach, Methodology and work plan in one integrated document. The submission should highlight the Consultancy firm's analysis of the Bank's requirements for transitioning to Basel III capital regulations and likely solutions to address these requirements effectively as well as efficiently. It should highlight the proposed approach and methodology for delivery of the assignment proposed, given the understanding of the Bank.

The approach and work plan should clearly highlight the implementation roadmap. It must also include clearly defined timelines, milestones and deliverables. The scope of work is as defined in the RFP.

The Consultant will indicate and strictly follow the work plan and the time schedule agreed with SIDBI in undertaking the assignment.

1. An appropriate methodology will have to be determined and suggested by the Consultant to reach the objectives.
2. The Consultant will work in close collaboration with SIDBI.
3. The Consultant will undertake collection of all the required data/information from various sources and evaluate them to arrive at analytical conclusion along with rationale and justification.

\*\*\*\*

**Annexure - VIII: Resources and Staffing**

Proposed list of dedicated personnel

SN	Name	Age	Qualification	Total Experience	Experience Relevant to RFP (no. of assignment, assignment name, role in each assignment)	Proposed Role in the Team
<b>Partner</b>						
1						
<b>Director</b>						
1						
2						
<b>Manager</b>						
1						
2						
<b>Senior Consultant</b>						
1						
<b>Consultant</b>						
1						
<b>Analyst</b>						
1						

A list of dedicated personnel, to be deployed for the assignment to be furnished with details as per the table above. The Bidder shall make a provision for equivalent standby resource in absence of primary resource.

The Bank shall reserve the right to seek the change of resource personnel in case of need.

**Staffing Schedule**

The staffing schedule for all the dedicated Team Members proposed for the engagement should be provided for the entire duration of the engagement as per the format provided below:

SN	Particulars	Details to be provided		
1	Name of the dedicated Team Member with time allocation (in% age)			
2	No. of staff deployed for full-time onsite			

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****Appointment of Consultant for****Implementation of Basel III Regulations**

(RFP No: 400/2022/1644/BYO/RiMD dated: July 19, 2021)

(To be submitted on the Bidder's letter head)

**TECHNICAL PROPOSAL FORMAT**

Sl. No.	Criteria	Response of the Bidder by way of process description with sketch/diagram/lay out etc as deem fit (Applicant should attach documents supporting the service requirements)
1	The Bidder should have undertaken similar projects in the last 5 years for Indian Public-Sector Banks/ Private Sector Banks/ Foreign Banks/ Financial Institutions/ NBFCs. Similar projects would mean that the Bidder has worked on one or more of the following areas as part of a project on long term basis (more than 6 months): <ol style="list-style-type: none"><li>1. Implementation of or migration to Basel II/III</li><li>2. Risk advisory services including development of policies/SOPs for credit risk, market risk and operational risk</li></ol>	
2	The Bidder should have earned fee income of INR 75 crore (Rupees Seventy Five Crore only) from management consultancy / advisory services in each of the 3 previous financial years, as per audited financial statement (FY 2019, FY 2020, FY 2021)	
3	The Bidder should have in-house capability to take up	

	assignment on its own but not through any associates. Full-time professional staff engaged exclusively in consulting services (Number of staff) in India as on March 31, 2021	
4	Relevant experiences of the top three dedicated resources proposed for carrying-out the assignment.	
5	Approach and methodology adopted by the Bidder (Document to be submitted along with the presentation which SIDBI may call upon at its sole discretion)	
6	Overall view of planned strategies in line with terms of reference / engagement outlined in RFP	
	<b>Total</b>	

**Annexure - X: Financial Bid Format**

**Appointment of Consultant for  
Implementation of Basel III Regulations**

(RFP No: 400/2022/1644/BYO/RiMD dated: July 19, 2021)

To be submitted on the Bidder's letter head)

Amount in Rupees

Sr No		Basic Cost(A)	GST(B)	Total(C=A+B)
1	<b>For the Consultancy (excluding Provision for contingency mentioned at note no. 7 below)</b>			
2	<b>Provision for contingency (for additional 30 mandays)</b>			
		<b>Total Amount (sr.no.1+sr.no.2)</b>		

**Note:**

1. The Commercial bid should be submitted in a non-window sealed envelope.
2. Prices quoted above shall be valid throughout the bid validity period.
3. Prices shall be in conformity with the scope of the work.
4. No terms and conditions should be stipulated in the Commercial bid, which is meant only for the quotation of offer price / rate.
5. The prices quoted would include all costs such as GST, accommodation, travel ticket, airfares, train fares, halting expenses, transport, lodging, boarding etc., that need to be incurred.
6. No additional cost whatsoever would be paid.
7. Provision for contingency - bidder may quote for additional 30 mandays separately in the table above to take care of any eventuality on account of change in the guidelines (as mentioned at para 3.1 in section titled "Terms of Reference")

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

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**Annexure – XI: Integrity Pact****PRE CONTRACT INTEGRITY PACT**

(RFP No.: -----  
---)

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

**1. General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_ on ---- day of the month of -----, 2021 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at Swavalamban Bhawan, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (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 shortlist vendor for carrying out

**Appointment of Consultant for Implementation of Basel III Regulations**

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 stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt

practices and 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:

## **2. Commitments of the BUYER**

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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 during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **3. Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-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 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 agree 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 the 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 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 ` **1,60,000/- (Rupees One lakh Sixty Thousand only)** \_ as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favoring 'Small Industries Development Bank of India', payable at Mumbai.
  - (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.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RFP.
- 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 defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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**

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

#### **8. Independent Monitors**

- 8.1 The BUYER has appointed Shri Nageshwar Rao Koripalli, IRS (Retd.), 38, The Trails, Manikonda, R. R. District, Hyderabad – 500089, Mobile no. 9788919555, Email – [knageshwarrao@gmail.com](mailto:knageshwarrao@gmail.com). as Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 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.

#### **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.

The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

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

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

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

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

**Annexure - XII: 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)		
<b>(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>			
IFSC CODE <sup>2</sup>	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**

**<sup>1,2</sup>: 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 - XIII: 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/ Partnership Firm/ Limited Liability Partnership, are agreeable to execute **“Appointment of a Consultant for implementation of RBI’s Basel III Regulations in SIDBI”** as per scope defined in the **RFP No.: 400/2022/1644/BYO/RiMD** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at Swavalamban Bhavan, C-11, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 (hereinafter referred to as the BANK) and,

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

WHEREAS, the COMPANY/ Partnership Firm/ Limited Liability Partnership 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/ Partnership Firm/ Limited Liability Partnership may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

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

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

The COMPANY/ Partnership Firm/ Limited Liability Partnership agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY/ Partnership Firm/ Limited Liability Partnership for the purpose of submitting the offer to the BANK in response to the said RFP, will not be

disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY/ Partnership Firm/ Limited Liability Partnership shall not, without the BANK'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 the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY/ Partnership Firm/ Limited Liability Partnership for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

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Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

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

**PERFORMANCE BANK GUARANTEE**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development SIDBI of India (SIDBI), a Corporation constituted and established under the Small Industries Development SIDBI of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (hereinafter called the SIDBI ) and office at Swavalamban Bhawan, Small industries Development Bank of India, C-11, G-Block Bandra Kurla Complex, Bandra (East), Mumbai 400051 having agreed to award a contract to M/s. ' the Consultant's Name' having its office at ' the Consultant's Office Address', (hereinafter called "the Consultant") for "**Appointment of a Consultant for implementation of RBI's Basel III Regulations in SIDBI**" on the terms and conditions contained in the order No..... dated \_\_\_\_\_ placed with the Consultant by SIDBI (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of bank guarantee of `..... (Rupees \_\_\_\_\_ only), for the due fulfillment by the Consultant of the terms and conditions of the said Order.

At the request of the Consultant, (SIDBI name & address) \_\_\_\_\_, having its principal/ registered office at \_\_\_\_\_ and, for the purposes of this Guarantee, acting through its branch namely (SIDBI name & address) \_\_\_\_\_ (herein after referred to as (SIDBI 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 SIDBI 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 Consultant of the terms and conditions contained in the said Agreement, the opinion of the 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 Consultant failing or neglecting to perform the said Order for "**Appointment of a Consultant for implementation of RBI's Basel III**



**Regulations in SIDBI”** 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 the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or any change in the constitution of the Consultant 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 Mumbai

In witness where of we ..... have set and subscribed our hand and seal this ..... day of .....2021.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1) Name.....  
Signature.....  
Designation.....

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

**End of RFP Document**