

“CONDUCT STUDY ON FOSTERING GREEN INVESTMENTS OF MSME THROUGH GREEN BONDS”**REQUEST FOR PROPOSAL [RfP]****निविदा सं. : जीईएम निविदा बोली विवरण के अनुसार****Tender No.: As per Bid Details of GeM Bid Document****भारतीय लघु उद्योग विकास बैंक****हरित जलवायु वित्त उद्भाग****12वीं मंजिल, आत्माराम हाउस, 1 टॉल्स्टॉय मार्ग, नई दिल्ली- 110001****SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA (SIDBI)****Green Climate Finance Vertical****12th Floor, Atma Ram House, 1-Tolstoy Marg, New Delhi – 110 001****वेबसाइट / Website: www.sidbi.in****Email: gcfv@sidbi.in**

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

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1. Critical Information:

S. No. क्र.सं.	कार्यक्रम / Events	विवरण/ Particular / दिनांक और समय/ Date Time
1.	उद्देश्य / Purpose	RFP to conduct study for fostering green investments of MSME through Green Bonds
2.	अनुमानित लागत / Estimated Cost	The estimated cost of ₹ 50,00,000/- (Rupees Fifty Lakhs Only) All Inclusive.
3.	जीईएम पर अनुबंध देने की प्रक्रिया/ Process to award the contract on GeM	The award of contract would be through GeM portal
4.	अनुबंध की अवधि / Duration of Contract	04 Months from date of Letter of Award [LoA].
5.	बयाना राशि / EMD	Rs. 2,50,000/- (Rupee Two Lakh Fifty Thousand only)
6.	आवेदन शुल्क/ Application Fee	इस बोली के लिए लागू नहीं / Not Applicable for this Bid
7.	बोली-पूर्व बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting	जीईएम बोली दस्तावेज के अनुसार / As per GeM Bid Document
8.	बोली-पूर्व बैठक/ Pre Bid meeting	जीईएम बोली दस्तावेज के अनुसार / As per GeM Bid Document
9.	बोली जमा करने की अंतिम तिथि / Last date for submission of bids	जीईएम बोली दस्तावेज के अनुसार / As per GeM Bid Document
10.	बोली जमा करने का पता / Address for Bid Submission / pre-bid	जीईएम बोली दस्तावेज के अनुसार / As per GeM Bid Document
11.	न्यूनतम व तकनीकी बोली खोलने की तिथि व समय / Date & Time of Opening of Minimum Eligibility bid & Technical bid	जीईएम बोली दस्तावेज के अनुसार / As per GeM Bid Document
12.	वाणिज्यिक बोली खोलने की तिथि व समय / Date and time of opening of commercial bids	जीईएम बोली दस्तावेज के अनुसार / As per GeM Bid Document
13.	बोली के वैधता / Bid Validity	बोली जमा करने की अंतिम तिथि से 90 दिन तक 90 days from the last date of bid submission.
14.	बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ / Presentations to be made by bidders	बोलीदाताओं को प्रस्तुति देने का प्रबंध करना होगा। जिसकी तिथि बोली प्रस्तुत करने के बाद सूचित की जाएगी। The bidders are required to arrange for Presentation. Date would be intimated after bid submission.

15.	सिडबी अधिकारियों के संपर्क विवरण / Contact details of SIDBI officials		
	श्री प्रणव पीयूष Shri Pranava Piyush	श्री नीरज वर्मा Shri Neeraj Verma	श्री अतुल सिंह Shri Atul Singh
	011-23448304 ppranava@sidbi.in	011-23448555 neerajverma@sidbi.in	011-2344306 atuls@sidbi.in
16.	स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) केंद्रीय सतर्कता आयोग द्वारा नियुक्त / Independent External Monitor (IEM) appointed by the CVC	श्री संजय कुमार श्रीवास्तव (आईएएस, सेवानिवृत्त) अपार्टमेंट टी .06 बी, विंडसर कोर्ट, डीएलएफ फेज 4 गुरुग्राम - 122009, Shri Sanjay Kumar Srivastava, IAS (Retd.) Apartment T-06 B, Windsor Court, DLF Phase IV, Gurugram, 122009 मोबाइल: 9910059472 sksrivastava_7854@rediffmail.com	
17.	सिडबी की वेबसाइट / Website of SIDBI	https://www.sidbi.in/ https://bidplus.gem.gov.in/all-bids#	

Note:

- SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the SIDBI's and GeM website.
- Pre-Bid and Bid opening meetings can be attended via Skype / Teams with prior permission of SIDBI on authorized links to be provided by SIDBI
- Application fee and EMD can be paid online or as per GeM e-EMD
- Bank account details of SIDBI for online fund transfer:**

Bank	State Bank of India [SBI]
Branch	Jhandewalan, 6-E, Rani Jhansi Road, New Delhi-110055
Account name	Small Industries Development Bank of India
Account type	Current a/c [CA]
Account number	37847684154
IFSC	SBIN0009371
GSTIN	07AABCS3480N1Z0
PAN [SIDBI]	AABCS3480N

Definitions:

- SIDBI / Bank shall mean "Small Industries Development Bank of India".
 - RFP/Tender/Bid shall mean "RFP Document"
 - Recipient/ Respondent and Bidder/ Contractor / Vendor(s) / Service Provider shall mean Respondent to the RFP Document".
 - State/UT: These terms are interchangeability used
 - Tender Document shall also mean Bid Document
- Tender shall mean Pre-qualification, Technical and Financial / Commercial Bid

2. Introduction

The Green Bonds market is picking up in the world in a very short span of time. According to the Climate Bond Institute estimates, the cumulative global market was USD 2.14 Tn, and 2022 only contributed to USD 459.9 Bn green bonds.

The government of India also investing ₹16,000 crore through issuance of Sovereign Green Bonds (SGrBs) as per the announcement made in the Union Budget 2022-23. The government has also released a framework for Sovereign Green Bonds following India's Updated Nationally Determined Contribution target to UNFCCC.

Pursuant to the announcement in Union Budget 2022-23 on issuing sovereign green bonds, Reserve Bank of India (RBI) on 06th January 2023 had announced that it will issue Sovereign Green Bonds (SGrBs) worth Rs. 16,000 Crore in two tranches of Rs. 8000 crore each in the current financial year. RBI also mentioned that it would issue 5-year and 10-year green bonds of Rs. 4000 crore each.

The bond market is aimed to support three important commitments for reduction of Emissions Intensity of its GDP by 45 percent by 2030, from 2005 level, achievement of about 50 percent cumulative electric power installed capacity from non-fossil fuel-based energy resources by 2030 and creation of an additional carbon sink of 2.5 to 3 billion tons of CO₂ equivalent through additional forest and tree cover by 2030.

There is an immense requirement of investment to fulfill these commitments. The conventional sources of financing seem inadequate in scale and capacity to finance. The ongoing barriers for traditional finance are longer recovery periods, high collateral requirements, high cost of financing, dependence on grants and inadequate options for monetizing operational assets. This creates a need for new and innovative financing.

In India, there are couple of major players working in renewable energy that issue green bonds. The green bonds are issued in international markets due to the lower cost of capital. The bond coupon rates (USD) range between 4.5% -6.5% and average bond size is approximately around USD 500 Mn with maturity of 5-10 years.

Therefore, there is international and national inclination in terms of both policy and economics towards green bonds. The pace of change is required to support climate change transition, address both physical, and transition risks requires finances. This necessitates finance to all emitting players big or small in formats that incentivizes them towards change.

For MSMEs, the impediments for moving towards this transition are lack of access to finance, lack of access to technology or market access, access to relevant information, insufficient knowledge about climate risks and weaker capability to evaluate the cost and benefit of adaptation and mitigation requirements etc. This requires an ecosystem around green finance. SIDBI, with its intent to function as catalyzer towards change and decades of experience working with MSMEs, is well placed to provide the platform. The bank now intends to explore the green bonds for MSMEs.

BEE is the apex body in India overseeing energy conservation, energy efficiency and production of energy from clean energy sources. Since energy costs for most MSMEs in the manufacturing sector are around 10-30 percent of total production costs, these

emit immense emissions. There is a need to adopt energy efficient plants and cleaner sources of energy. The lack of finance at the level of MSME is a concern that BEE plans to find solution for along with SIDBI.

3. About SIDBI

Small Industries Development Bank of India (SIDBI) was established on April 2, 1990, under an act of the Indian Parliament. It is the principal financial institution for the promotion, financing and development of Micro, Small & Medium Enterprises (MSMEs). Over the years, SIDBI has evolved itself as a one-stop institution to meet the various types of credit requirements of the MSME sector by offering specialized fund-based and non-fund-based financial products. Also, besides being a purveyor of credit, the Bank endeavors to fulfil its developmental mandate by providing policy inputs to the Government of India as well as introducing innovative solutions, technology, and processes for developing the MSME ecosystem in India. In keeping with the spirit of innovation and entrepreneurship, the Bank has also evolved its bouquet of offerings over the years. One such focus area is the financing of energy-efficient, green, and clean technologies and climate-aligned green projects, as also non-financial engagements in this space. These also offer a tremendous opportunity for the banking sector.

SIDBI has entered into financing arrangements with various multilaterals like World Bank, JICA, Japan; KfW, Germany and AfD, France for dedicated Lines of Credit (LoCs) focused on E&S aligned as also to foster energy efficiency and cleaner production technologies. Lending under these LoCs for the acquisition of energy-efficient machinery/equipment resulted in the reduction of greenhouse gases emission especially CO₂ emissions, reduction in energy consumption, enhance the energy efficiency, better quality, waste reduction and improvement in the longer run.

Few key steps undertaken by SIDBI for building Green MSME Ecosystem are as under:

a) Financial

- MoU / referral arrangements with lead players in Solar PV
- Launch of Missions – (i) Mission Solar Rooftop, (ii) Mission Energy Efficiency, (iii) Mission 50KEV4ECO, (iv) Mission Waste to Envttaste, (v) Mission Nurture t Mature.
- Building capacity of 400+ officers in SIDBI value chain including at management level
- Board Level Committee on SDB of the bank
- Green focused schemes (i) End to End Energy Efficiency (4E), (ii) launch of eGPS (for digital journey for Green Loans upto Rs. 100 lakh) and (iv) Green Finance Scheme (covering all green and clean proposals – both Greenfield and Brownfield), (iv) SRIJAN (supports innovative technologies of startups/msmes), (v) Pilot Scheme to support EV Ecosystem – 50KEV4ECO, etc.
- Risk Sharing Facilities (RSF) on Energy Efficiency to support and catalyse ESCO market in the country - onboarded 15 Banks and supported 70+ projects

b) Non - Financial

- Thought leadership platform 'Green Indian Financial System (GIFS)' engaging with both domestic and multilaterals.
- Launched Project GRiT (Green Inclusivity) for artisanal and MSE clusters – greening bottom up on ownership basis – 'Moradabad' (coal to gas furnace transition), 'Kota' Cluster, Jalandhar, Belgaum, and many more in the process of adopting for identifying the pain areas and providing transition to low carbon activities and strengthening the bottom of the pyramid. Target is to reach 50+ clusters in next few years.
- Sustainability Perception Index (SPeX) launched along-with D&B for gauging preparedness of MSMEs on ESG parameters.
- Launch of 'UNNATEE' app with BEE for self-assessment of energy consumption by MSMEs and digitising / standardising energy audits process.

c) Others

- Green bank transition efforts including carbon neutrality, followed by Net Zero.
- Anchoring proposals as Direct Access Entity / accredited agency of Green Climate Fund (GCF).
- Onboarded on Global lead clubs/platforms including SME Finance Forum (group of IFC), Montreal Group, IDFC Club, ADFIAP, Finance in Common
- Structuring theme based funds/risk sharing Facility from multilateral / bilateral agencies, including the World Bank, GiZ, GCF and partnering with other bilateral / multilateral institutions, philanthropic funds, ministries of Gov, etc.

Bidder Help Manual for GeM Bidding

- For Creating Seller Account:**
<https://mkp.gem.gov.in/registration/signup#!/seller>
- For Training:**
https://gem.gov.in/training/training_module
- For Support:**
<https://gem.gov.in/support/sellers/?lang=english>

4. About BEE

Bureau of Energy Efficiency (BEE) was established on 1st March 2002 under the provision of the Energy Conservation Act, 2001. The mission of Bureau of Energy Efficiency is to assist in developing policies and strategies with a thrust on self-regulation and market principles with the primary objective of reducing energy intensity of the Indian economy within the overall framework of the Energy Conservation Act, 2001. This will be achieved with active participation of all stakeholders, resulting into accelerated and sustained adoption of energy efficiency in all sectors.

To achieve this mission, BEE works through development of policies and programmes on efficient use of energy and its conservation, implementation and management of national energy conservation programmes, demonstrates energy efficiency delivery mechanisms through public private partnerships, establishes systems and procedures to measure, monitor and verify energy efficiency for individual, states and nation. It also leverages multilateral, bilateral and private sector support in implementation of programmes and projects and contributes to awareness building.

Currently BEE is working on National Mission for Enhanced Energy Efficiency (NMEEE) under the National Action Plan on Climate Change (NAPCC) where it has four major instruments Perform Achieves and Trade (PAT), Market Transformation for Energy Efficiency (MTEE), Energy Efficiency Financing Platform (EEEP), Framework of Energy efficient Economic Development (FEEED). The organization is also working on schemes Energy Conservation building code, standards and labelling scheme, Municipal Demand Side Management (MuDSM) Scheme, Agricultural Demand Side Management Scheme (AgDSM) etc.

BEE has been collaborating with SIDBI in various capacities. Recently, the two organization launched UNNATEE tool (<http://sidbieetool.in/>) and the related mobile app available on the google play store have been developed imbibing the essence of 1000+ energy efficiency reports, and 5000 EE technologies from 26 industrial sectors. This diagnostic tool benefits banks, energy professionals and technologies providers by saving time and giving preliminary reports on:

- Assessment of the MSME energy performance,
- Identification of loss or inefficiency
- Comparison and relative ranking in an existing database
- Guidance on energy Savings potential with cost-benefit analysis

5. MSME's and Green Investment requirement

India has over 6,000 MSMEs clusters varying from traditional handloom and handicrafts, industrial clusters like textiles, machine tools, and ceramics to more knowledge-intensive clusters like Information Communication Technology (ICT), Pharmaceuticals, and Biotechnology. Of which, about 400 clusters have been identified by various studies as 'energy-intensive'. It has been estimated that the MSME manufacturing sector consumed about one-quarter (25%) of the total energy consumed by the industrial sector.

According to Center for Study of Science, Technology and Policy (CSTEP)'s estimates, GHG emissions owing to coal and petroleum products in the informal sectors of the MSMEs in India emitted 110 MtCO₂e (million tonnes of CO₂ equivalent) in 2015–16.

The realization of estimated energy-saving targets in MSMEs would require an investment of around INR 17,000 crore. The resultant reduction in GHG emission would be around 65 million tCO₂ eq. Further, it is estimated that the MSME sector has the potential to install a Solar Rooftop with an estimated capacity of around 16 GWp, which may require an investment of upwards of INR 72,000 crore. If these estimated investments are realized, this could result in a reduction in GHG emissions of around 17.28 million tCO₂ eq.

6. About Green Bonds

Green bonds are bonds issued by any sovereign entity, inter-governmental groups or alliances, and corporates with the aim of utilizing the proceeds of the bonds for implementing the projects classified as "Environmentally Sustainable".

Green bonds are debt instruments that generate proceeds for investment in environmentally sustainable and climate-suitable projects. By virtue of their indication towards environmental sustainability, green bonds command a relatively lower cost of capital vis-à-vis regular bonds and necessitate credibility and commitments associated with the process of raising bonds.

The government of India framework for green bonds is designed to comply with four components and key recommendations of the International Capital Market Association (ICMA) Green Bond Principles (2021). These principles recommend delineation of a clear process and disclosure by the issuer. The four core components as outlined by ICMA green bond principles are: i. Use of proceeds; ii. Project evaluation and selection; iii. Management of proceeds; and iv. Reporting. In brief the process defines:

- Use of Proceeds: Issuers need to define what is considered 'green' for them. Disclosure should be made for which projects, activities or assets will the proceeds be used.
- Project Evaluation and Selection: What will be the process that will be used to determine whether a particular project or asset falls under the 'green' criteria?
- Management of proceeds: What controls or processes are put in place to ensure that the funds are only used in the 'green' projects and there is no misutilization of funds?

- Reporting: How the green projects will be evaluated, and their progress is reported. Reporting should be both in terms of financial results and in terms of environmental impact.

Securities and Exchange Board of India's disclosure requirements for bond issuance and the Loan Market Association's Green Loan Principles also give useful frameworks.

Advantages for issuing a green bond are access to a diversified pool of capital. Globally the ESG funds, CSR funds, regulated funds marked for investment in green projects can find a conduit through these bonds. This also increases the visibility of the investor and builds a reputation. That in many cases attracts investor demand and leads to pricing benefits.

The green bond issuance management follows a process, starting from internal decision to structure financial assets to support bonds, followed formation of Green Bond project team with appropriate skills, engagement of external reviewer for identification of eligible assets, choosing underwriter or structuring capital to hedge risks, designing of bond criteria including use and management of proceeds and reporting and monitoring in transparent manner. The bond is then registered, then the issuer can apply for credit rating and apply for inclusion in stock exchanges. The most important step that follows is marketing and pricing and allocation and reporting of proceeds to maintain investors and further expand.

a. Benefits to Issuer and MSMEs

SIDBI might gain from the proposed green financing as it may unlock green capital both domestic and overseas. It can enhance its reputation among ESG investors. As financial institutions come under increasing scrutiny on their climate risk management, green bond issuance by SIDBI would send a positive signal about its intent on climate action. The platform would also enhance SIDBI's role as a important institution for climate-related funding in addition its reputation as a reputed development finance institution in India.

Currently, India has no dedicated platform to finance the decarbonization of MSMEs. The SIDBI could fill this gap and mobilize green bond capital for Indian MSMEs through the proposed mechanism. There might be many benefits to this proposition.

First, the proposed structure would overcome the MSMEs' poor credit profile because of SIDBI's strong credit rating. Second, it would ensure that the green bond issue size is adequate, which is unlikely if MSMEs raise such bonds individually. Third, with adequate policy or financial support for MSMEs from the GoI/SIDBI, the interest rates on these loans would be relatively low and could attract longer term capital.

b. Challenges for Issuer

A debt has to be raised against the equity of the investor; bank regulation should ensure that banks hold sufficient equity capital relative to their risk. Therefore, the first hurdle is structing of bonds that it retains best ratings without affecting the issuers existing functioning. This includes internalizing transaction costs, currency risks, supporting high upfront costs required for funding transition projects, etc. Therefore, the aim is to launch first a successful financial product that is attractive to investors,

and offers competitive low-priced loans to MSMEs then ensure that the proceeds go towards environment benefit.

The other challenge is of building capacities within existing investors, project developers, other FIs towards the definition of green, project criteria, standards etc.

7. Objective

The objective of the study is to engage an agency/consulting firm to assess the efficacy of issuing green bonds to fund energy efficiency in MSME centric clusters and how Green Bond can be a better option vis a vis other options for easing credit access?

8. Scope of work

The broad scope of work under the assignment includes the following:

- a) Analysing the regulatory environment for green bonds, including assessing any regulatory requirements or incentives that may impact the bond issuance. This has to take into account SEBI's Sovereign Green Bond Framework and RBI Framework for Green Deposits.
- b) How Green Bond can be a better option vis a vis other options for easing access - Compare green bonds with other instruments and how thus can help reduce landed costs to MSME for supporting Energy Efficiency / Clean / Green Projects.
- c) Document good practices national & globally on Green Bonds by a Development Financial Institution / Development Bank / Scheduled Commercial Banks for Energy Efficiency and its experience.
- d) Preparing a pitch (document and presentation) containing entire process, timelines and probable tools / partnerships, selecting criteria, challenges, risks involved, etc.
- e) Prepare a draft Information Memorandum and support & handhold SIDBI in raising resources through Green Bonds at the terms acceptable to SIDBI,
- f) Detailed plan on usage of proceeds in the MSME Clusters especially sectoral / sub-sectoral level distribution / utilization plan.
- g) To develop standardized model documents for lending ecosystems (Banks and NBFCs) to raise green bonds in India.
- h) Conducting atleast 04 Regional Stakeholder discussions with Industry Associations / MSME Bodies in key identified clusters /sub-sectors - preferably from clusters identified/studied and 1 National Workshop for disseminating the findings of the study among stakeholders.

Assumption – The agency shall use the secondary data including Cluster EE mapping done by BEE and similar theme activities by other agencies.

Deliverables & Payment Terms:

S.No.	Description	Timeline	Payment*
1	Presentation & Submission of Inception Report highlighting the approach and methodology to proceed with the study with output based timeframe / milestones	2 Week	10%
2	Report on “comparative analysis of Green Bonds with other instruments” and “Good Practices Globally on green bonds” with focus on energy efficiency.	2 Week	10%
3	Preparing a comprehensive policy for SIDBI on Green Bond including financing framework for effective allocation of green deposit through Green bonds	4 Week	20%
4	Preparing Pitch document and Memorandum containing entire process, timelines and probable tools / partnerships for raising resources including providing necessary support in fund raising.	4 Week	30%
5	Utilization Plan of Proceeds in MSME Clusters	2 Week	20%
6	Stakeholder Discussion & National Workshop	2 Week	10%

**%age of total contract value (all inclusive)*

Note:

- (i) Achievement of milestones/ deliverables and corresponding payment schedule shall be to the satisfaction of **SIDBI & BEE**. All above deliverables shall be subject to the stage wise sign-off & to the satisfaction of **SIDBI**.
- (ii) Progress on deliverables would be parallel rather than sequential basis and as decided by **SIDBI & BEE**.
- (iii) The hired agency shall be directed to raise the invoice on the name of Bureau of Energy Efficiency (BEE) for deliverable based payment settlement.
- (iv) A tripartite agreement may also be executed among BEE, SIDBI and shortlisted agency for their roles and responsibilities.

9. Evaluation Methodology

- (i) SIDBI shall first evaluate the ‘**Eligibility Criteria and Technical Bids**’.
- (ii) ‘Commercial bids’ shall be opened only for the shortlisted bidders after eligibility and technical evaluation stage. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 75% and Relative Commercial Bid Score a weightage of 25%.
- (iii) All the documentary proofs are to be submitted along with the bid in this regard.
- (iv) Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

- (v) During evaluation, Bank at its discretion can ask the bidders for clarifications, if required
- (vi) Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
- (vii) 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.

I. Opening of Minimum Eligibility & Technical Bids

Bids, except commercial bids, received within stipulated time, shall be opened by an internal committee of the bank, as per the schedule.

II. Preliminary Examination

- a) The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- b) The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder or change the substance of the bid
- c) The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid

III. Evaluation of Eligibility Criteria and Technical Bids

- a) Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria'. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- b) Only those bidders, who satisfy all the eligibility criteria, may respond to this bid. Documents in support of all eligibility criteria are required to be submitted in "Eligibility Criteria and Technical Bid". Offers received from the bidders who do not fulfil any of the eligibility criteria will be rejected.
- c) SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
- d) A maximum of 100 marks will be allocated for the technical bid. Only the technical proposals will be evaluated at this stage. Bidders scoring less than 60 marks (cutoff score) out of 100 marks in the technical evaluation shall

not be considered for further selection. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short-listed for further evaluation.

e) Eligibility Criteria and Technical Bids – Pls refer to Annexure-III & IV.

IV. Techno- Commercial Evaluation

- a) Only technically shortlisted bidders would be invited for opening of commercial bids, the date and time for opening of commercial bids would be separately advised by the Bank. The bidders are required to depute their representative, along with an authorization letter, for the same.
- b) In respect of all the qualified bidders (based on evaluation of technical bids), in whose case, the commercial bid has been opened, a combined techno-commercial evaluation will be done by the internal committee as per the following:

- **Technical Score (T. Score)** will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100.
- T. Score for other bidders (B, C etc.) will be computed using the following formula

$$\text{T. Score} = \text{Marks of B} / \text{Marks of highest scorer A} * 100.$$

- Similarly, **Commercial Score (C. Score)** of all technically qualified bidders will be arrived at taking the cost quoted by L1 bidder i.e. the lowest quote from all technically qualified bidders (say C) as 100.
- Marks for other bidders will be calculated using the following formula:

$$\text{C. Score} = \text{Cost of L1 bidder (C)} / \text{Cost quoted by bidder} * 100$$

A “Techno-Commercial Score” (TC Score) will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial bid evaluation with a weightage of 75% for technical and 25% for commercials as per the following formula:

$$\text{TC Score} = \left[\frac{\text{T.Score}}{\text{T.Score high}} \times 75 \right] + \left[\frac{\text{C.Score low}}{\text{C.Score}} \times 25 \right]$$

Where,

- TC Score** - is Techno-Commercial Score (Combined Score)
- T.Score** - is the technical score of the respective bidder
- T.Score high** - is the Highest technical score among bidders
- C.Score** - is the commercial score of the respective bidder
- C.Score low** - is the lowest commercial quote among bidders.

Note –

Kindly note that the evaluation committee reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the evaluation committee decision on techno-commercial evaluation shall be FINAL.

10. Timeline

- The study is to be completed within 4 months from the date of award of contract.

11. Instructions to Bidders

I. Information Provided

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

II. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this 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.

III. Costs to be borne by Respondents

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

IV. No Legal Relationship

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

V. Recipient Obligation to Inform Itself

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

VI. Evaluation of Offers

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient

unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

VII. Acceptance of Selection Process

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

VIII. Errors and Omissions

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

IX. Acceptance of Terms

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

X. REQUESTS FOR PROPOSAL

- Recipients are required to direct all communications (including pre-bid queries) related to this RfP, through the Nominated Point of Contact persons.
- SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided will be taken to form part of that Respondent's response.
- Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.
- If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
- SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

XI. NOTIFICATION

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

XII. INFORMATION TO BIDDERS

Bid Price:

- The bidding document is available online for downloading free of cost on GeM and <http://www.sidbi.in>. The bidder would be responsible for ensuring that any addenda/ corrigendum/ amendment etc. available on the website/ portal is also downloaded and incorporated.
- The Bank may, at its discretion, reject any Bidder where the EMD has not been furnished with the RfP response.
- SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National

Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum / Udyam Registration or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

- Request Such MSEs would be entitled for exemption from furnishing tender fee if any 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. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- Bidder is required to inform its MSME status as per following definition, if applicable:

Revised Classification applicable w.e.f 1st July 2020			
Criteria: Investment in Plant & Machinery/equipment and Annual Turnover			
Classification	Micro	Small	Medium
Manufacturing Enterprises and Enterprises rendering Services	Investment in Plant and Machinery or Equipment: Not more than Rs.1 crore and Annual Turnover; not more than Rs. 5 crores	Investment in Plant and Machinery or Equipment: Not more than Rs.10 crore and Annual Turnover; not more than Rs. 50 crores	Investment in Plant and Machinery or Equipment: Not more than Rs.50 crore and Annual Turnover; not more than Rs. 250 crores

Note: It is clarified that the proof of document (UAM / NSIC Certificate, etc. as applicable) submitted by the bidder along-with the bid document shall only be considered for the purpose of checking & establishing the MSME status of the bidder. The exemption towards tender fee and EMD Fee, as allowed to MSEs, shall only be applicable & ascertained based on the document submitted and not based on the expected changes in the definition of the MSME in the future.

XIII. EARNEST MONEY DEPOSIT [EMD]:

- I. All the responses must be accompanied by a refundable interest free security deposit of amount of as per the Bid Document.
- II. EMD should be in the form of (Below):
 - Through online fund transfer to SIDBI as per Bank account details mentioned above. (Below Rs.20,000/-)
Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Delhi should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank. (Above Rs.20,000/-)
'OR'
 - Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 3 months from the last date of submission of bid and strictly in the format as prescribed in Annexures. (Above Rs.20,000/-)
- III. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- IV. No interest will be paid on EMD.
- V. Request for exemption from EMD will not be entertained. However, MSEs registered with National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) are exempted from EMD.

- VI. The EMD amount/ BG of all unsuccessful bidders would be refunded/returned immediately upon occurrence of any the following events, whichever is earlier:
- Receipt of the signed contract and performance security from the successful bidder.
OR
 - Issue of Letter of Intent /Purchase Order to the successful bidder.
OR
 - The end of the bid validity period, including extended period (if any),
- VII. Successful Bidder will be refunded the EMD amount only after submission of performance guarantee by the bidder.
- VIII. The bid security may be forfeited if:
- Bidder withdraws its bids during the period of bid validity.
 - Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.
 - Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a maximum period of 3 years.

XIV. PRE-BID MEETING:

- I. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RfP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- II. It would be the responsibility of the Bidders to be present at the venue of the meeting / to join virtual meeting.
- III. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- IV. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (<https://www.sidbi.in/>) website, GeM Portal and Central Public Procurement Portal (CPPP) after the pre-bid meeting. It would be the responsibility of the bidder to check the websites before final submission of bids.
- V. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

XV. AMENDMENT TO THE BIDDING DOCUMENTS:

- I. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- II. The amendment will be posted on Banks website <https://www.sidbi.in>, GeM Portal and CPPP (eprocure.gov.in).
- III. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
- IV. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

XVI. BID VALIDITY:

- I. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from last date for submission of bids as mentioned in 'Critical information' sheet.
- II. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- III. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

XVII. LANGUAGE OF BID:

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

XVIII. SUBMISSION OF BIDS:

- I. Bid must be submitted online through GeM process specified in Section. Any bid or modifications to bid received outside the e-Procurement system will not be considered, unless otherwise specified in Section. SIDBI shall not be held liable for any delays due to e-Procurement/ e-Tendering system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, SIDBI shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this
- II. The submission of the bids / response should be in the format outlined in this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

XIX. INSTRUCTIONS FOR BID SUBMISSION -

- I. The bidding document is available online for downloading free of cost on GeM and <http://www.sidbi.in>. The bidder would be responsible for ensuring that any addenda/ corrigendum/ amendment etc. available on the website/ portal is also downloaded and incorporated.
- II. The bidding shall be conducted under Single Stage Two-Envelope Bidding process on GeM portal.

Bids will be submitted in two parts as per the GeM Bid as per their prescribed annexures:

XX. PART 1: TECHNICAL CRITERIA BID:

- I. Power of Attorney/ Authorization letter for submission of Bid
- II. Pre- Qualification Criteria Form
- III. QCBS Method Based Evaluation Criteria
- IV. Vendor Profile Form
- V. Undertaking on No Conflict of Interest
- VI. Signed copy of Tender Document in token of acceptance of all
- VII. Under the Single Stage Two-Envelope Bidding process, the Bidder shall not quote, disclose or submit its price in the Technical Part (First Envelope) of its bid or in any other manner, whatsoever, except as part of the Financial Part (Second Envelope) of its bid. In case of any non-compliance in this regard, the bids shall be out-rightly / summarily rejected.
- VIII. An incomplete and/or ambiguous and/or conditional bid and/or bid submitted late is liable to be ignored/ summarily rejected.
- IX. Buyer Added Bid Specific Terms and Conditions are in addition to the Terms & Conditions mentioned in the GeM bid document. Other details can be seen in the bid document.
- X. A firm will be selected under Pre-Qualification (PQ) and QCBS Based Evaluation procedures and, in a pdf,/excel format.
- XI. All these documents shall be signed and stamp as per requirement of SIDBI.

XXI. PART 2: FINANCIAL BID TO BE SUBMITTED THROUGH SEPARATE.

The price should not be quoted in the technical bid/Part-I of the bid. In case of default, the entire Bid shall be summarily rejected.

- I. Prices quoted are in Indian Rupees only. The pricing should be as per the SIDBI requirement inclusive of all envisaged costs as per GeM terms.
- II. Quoted Price in the financial Proposal should be inclusive of all other charges (including GST) required for satisfactory completion of work as per scope of work and terms & conditions etc.
- III. The above quoted rates are valid for a period of 90 days from the last date of proposal submission.
- IV. Under no circumstances any extra cost/expense and additional taxes, duties, levies etc. shall be payable to the bidder by SIDBI unless such a tax, duty or levy has been newly introduced and notified by the Govt. post proposal submission date.
- V. Normally applicable GST rate shall be same in case of all the proposals. However, in case of difference, the same will be taken as may be ascertained by SIDBI and will be acceptable to Bidder.
- VI. The rates shall be firm during the validity of the assignment. The fee once finalized shall not change in case sanctioned project cost is revised (increase or decrease) by lender due to any reason whatsoever.
- VII. The applicable taxes and surcharges shall be paid extra.
- VIII. Bid submitted should be signed by the authorized signatory of the bidder and officially stamped. Unsigned or Unstamped bid are liable to be rejected.
- IX. SIDBI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of work, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for SIDBI's action.

XXII. MODIFICATION AND/ OR WITHDRAWAL OF BIDS:

- I. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- II. The Bid modification or withdrawal notice must be on the bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- III. No bid may be modified or withdrawn after the deadline for submission of bids.
- IV. Bank has the right to reject any or all bids received without assigning any reason whatsoever. The bank shall not be responsible for non-receipt / non-submission of the bid documents due to any reason whatsoever.

XXIII. REQUEST FOR INFORMATION:

- I. Recipients are required to direct all communications for any clarification related to this RfP, to the nominated officials and must communicate the same in writing by the time mentioned in 'Critical Information' section before. No query / clarification would be entertained over phone.
- II. All queries relating to the RfP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.
- III. However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.
- IV. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
- V. The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to clarify any response.

XXIV. DISQUALIFICATION

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

XXV. PRE-CONTRACT INTEGRITY PACT (IP)

- I. IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- II. The bidder has to submit a signed Pre-Contract Integrity Pact (IP) as per the format at Annexures on the letter head of the Company. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Letter of Intent for awarding of contract.

XXVI. IMPORTANT

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

- I. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.

- II. All documents must be numbered, and proper index should be put up. The documents must be scanned in sequence, haphazard placement of documents is liable to be rejected.
- III. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- IV. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- V. The RfP is floated on SIDBI website <https://www.sidbi.in/>, GeM Portal and Central Public Procurement Portal (CPPP) at eprocure.gov.in. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on SIDBI website, GeM Portal and CPPP. Bidders must have close watch on SIDBI website, GeM Portal and CPPP during the intervening period before submitting response to RfP.
- VI. Number of Proposals: No agency or its associate shall submit more than one Proposal. Agency applying individually or as a member of a consortium shall not be entitled to submit another proposal either individually or as a member of any other consortium.
- VII. In case of a Consortium, it shall, comply with the following additional requirements: (Not Applicable for this Bid)
- VIII. Number of members in a consortium shall not exceed 2 (two) and limited to One Lead member and one consortium partner;
- IX. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all other members of the Consortium. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Bank expects that Lead Member should have maximum responsibility pertaining to execution of Assignment;
 - The Application should include a brief description of the roles and responsibilities of individual members;
 - No Change in the composition of the Consortium will be permitted by the Bank during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).
 - Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - ✓ clearly outline the proposed roles and responsibilities, if any, of each consortium member;
 - ✓ include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;
 - ✓ clearly defines the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;
 - ✓ except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Bank.
- X. The bidder cannot quote for the project in part.
- XI. Each bidder shall submit only one proposal.

2.2 DETAILS OF BIDS TO BE SUBMITTED

- I. Bid must be submitted online through GeM process specified in Section. Any bid or modifications to bid received outside the e-Procurement system will not be considered, unless otherwise specified in Section.

GeM Section / zip files.	Bid Contents
I	<ul style="list-style-type: none"> • Minimum Eligibility Bid <ul style="list-style-type: none"> ○ Bid Covering letter as per format prescribed in Annexures ○ Response to Minimum Eligibility Bid as per format prescribed in Annexures ○ Declaration regarding clean track record, as per format prescribed in Annexures • Letter of Competence- Annexures Proof of the payment towards Earnest Money Deposit (EMD) (Receipt Generated along-with Ref. No.) OR Bank guarantee towards EMD as per format prescribed in Annexures (Bid security form). If exempted, the supporting document for the same to claim and take the benefit of the exemption. Bank Mandate Form as per format prescribed in Annexures. <ul style="list-style-type: none"> • Power of Attorney as per format prescribed in Annexures. • Pre-Contract Integrity Pact as per format Annexures • Format of Joint Bidding Agreement (in case of JV /Consortium) Annexures • Format of Power of Attorney for Lead Member of JV / Consortium Annexures
II	<ul style="list-style-type: none"> • Technical Bid <ul style="list-style-type: none"> ○ Technical Bid Index ○ Response to Technical Bid as per Application in Annexures ○ Letter of Conformity as per format prescribed in Annexures ○ Non-disclosure Agreement as per Annexures ○ Statement of deviations as per Annexures
III	<ul style="list-style-type: none"> • Commercial Bid <ul style="list-style-type: none"> ○ Response to Commercial Bid as per format prescribed in Annexures. (To be quoted along with financial bid Section of GeM Portal only, in case of default, the entire Bid shall be summarily rejected)

- II. The Bid shall be typed or written (scanned) in indelible ink, all pages numbered and signed by Authorized signatory of the response.
- III. Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- IV. The RfP is hosted on SIDBI website <http://www.sidbi.in> & GeM Portal. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on Bank web site & GeM Portal. Bidders must have close watch on the website & GeM Portal during the intervening period before submitting response to RfP.

Annexure-I: Eligibility Bid - Covering Letter
(To be submitted on Bidder's letter head)

To:
The General Manager
Small Industries Development Bank of India
Green Climate Finance Vertical
12th floor, Atmaram House, 1, Tolstoy Marg
New Delhi – 110001

Dear Sir,

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

1. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / banker's cheque/ Bank Guarantee (BG) as mentioned on GeM Bid Document towards EMD for this Bid. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
2. Minimum Eligibility bid, Technical bid and Commercial bid inside separate envelopes / files, in prescribed formats.

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

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

Thanking you,
sincerely,

Yours

Date:

Signature of Authorised Signatory:

Place:

Name of the Authorised Signatory:

Designation :

Name of the Organization:

Seal ...

**Annexure II: Vendor Profile Form
(to be submitted on Agency letter head)**

Date: _____

The General Manager
Small Industries Development Bank of India
Green Climate Finance Vertical
12th floor, Atmaram House, 1, Tolstoy Marg
New Delhi – 110001

We hereby offer to submit our request for SIDBI GeM Bid for _____ as per proposal reference Bid No. _____ Dated _____ We have read and understood the content of RfP and further state that we unconditionally accept and abide by the terms & conditions specified therein.

Brief Profile of our agency is as under:

1	Name & Legal Status of the Bidder			
2	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)		Date of Incorporation/ Registration:	
3	GST Number:		PAN Number:	
4	Registered/ Corporate office Address of Bidder			
	Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders	1)		
		2)		
		3)		
	Delhi (NCR) Office Address if any & Contact Details:			
Names and Designations of the persons authorized for single point interaction with SIDBI				
Mobile Numbers of Contact persons:		E-mail of Contact persons:		
5	a) MSME Registration:	(Yes/No)	If Yes, Regd. No.:	
			Date:	
			Category: (Micro/ Small/Medium)	
			Range of Supply/ Services:	
	b) TReDS (Trade Receivables Discounting System) Registration:	(Yes/No)	If Yes, Regd. No.:	
			Date:	
			Category:	
			Range of Supply/ Services:	

			If No, then provide the date by which you will be registered on TReDS portal:	
	c) Whether SC/ST/OBC Entrepreneur:	(Yes/No)	(If Yes, Please provide Supporting Documents)	
	d) Whether Women Entrepreneur:	(Yes/No)	(If Yes, Please provide Supporting Documents)	
6	Bank Account for EMD return if any	(Yes/No)	Ac. No.: Account Name: Bank Name: Bank Address: IFSC Code:	

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

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

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

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

Date:

Signature of authorized person for and on behalf
Designation/Seal of Agency

Annexure III: Pre-Qualification Criteria

A. Bidder Profile

S.No.	Particulars	Bidder Response
1	Name of the Bidder	
2	Date of Incorporation	
3	Date of Commencement of Business	
4	Constitution of Bidder	
5	Address of Registered Office	
6	Memorandum and Article of Association, PAN, GST Certificate	
7	The bidding company, as on the date of submission of bid, should not have been censured / blacklisted/ banned / barred / disqualified / prohibited by Gol or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority. Self-declaration to this effect on the company's letter head should be submitted.	

B. Details of authorised signatory / Representative of Bidder

Name	
Designation	
Landline No	
Mobile No	
Email Id	
Power of Attorney (PoA) in favour of authorised signatory / authorised representative submitted	Yes / No (submit the copy of PoA)

Date:

Place:

Name of authorised signatory

Designation

Name of Organisation

Seal

Annexure-IV: Technical Evaluation Criteria / Methodology

Criteria	Evaluation Parameter	Max Marks	Scoring Methodology
1. Annual Revenue of the Bidder	<p>The average of annual revenue (<u>best of three</u> in the five financial years starting from FY2018) of the bidder.</p> <p>Minimum – Rs. 5 Crore</p> <p>Revenues refer to revenues that the bidder has earned as advisory fees / consulting fees in India on topics such as Bonds (Sustainability, Impact, Climate, Green), Green Deposits, Climate Finance Strategy / Digital Transformation / New Product Development, etc.</p>	10	<ul style="list-style-type: none"> • Equal to or more than Rs. 5 Crore but less than Rs. 10 Crore – (2 Marks) • Equal to or more than 10 crore but less than Rs. 20 Crore - (5 Marks) • Equal to or more than 20 crore but less than 50 Crore – (8 Marks) • Equal to or more than 50 crore – (10 Marks) <p>Copy of relevant audited financial statements to be submitted. Bidder may highlight relevant paras in the Audited Financial Statements wherein advisory fees / consulting fees (as indicated in the column “Evaluation Parameter” of this table) are mentioned separately.</p> <p>In case of non-availability of bifurcation of fees in the Audited Financial Statements, a Certificate from Practicing Chartered Accountant (with UDIN) stating revenues from advisory fees / consulting fees in relevant financial years to be furnished.</p>

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">2. Bidders Experience</p>	<p>Experience in Global projects each of minimum size of ₹50 lakh / Indian projects each of minimum size of ₹25 lakh, in the last 5 years, focusing on Bonds (Sustainability, Impact, Climate, Green), Green Deposits, Environment / sustainability / Climate / Sustainable Development Goals (SDGs) / Green Finance / Clean Finance / Climate Tech / Climate Products / ESG framework / Energy Efficiency / Renewable Energy / Industrial Decarbonization, etc. for Banks / Public Sector Undertakings / Public Institutions / Private Institutions, International Developmental Bodies, etc.</p>	<p>20</p>	<p>(i) For each completed assignment - 2 Marks (max 10 marks)</p> <p>(ii) For Assignment completed having project size (max. 5 projects will be evaluated):</p> <ul style="list-style-type: none"> ➤ >Rs. 50 Lakh and upto Rs. 200 lakh (1 marks for each project) ➤ >Rs. 200 lakh (2 marks for each project) <p>Total marks will be summation of (i) and (ii).</p> <p>Only completed assignments will be considered for evaluation.</p> <p>Completion Certificate from client “OR” a Self-Declaration to be furnished by the bidder on its letter head to satisfy the condition.</p> <p>Bidder should also submit a brief description of the assignment and Period/duration of the assignment along-with copy of the work order / contract to verify the credentials.</p> <p>The Bank reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of technical evaluation.</p>
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<p style="writing-mode: vertical-rl; transform: rotate(180deg);">3. Key Resources</p>	<p>Team Lead - 01</p> <p><u>Educational Qualification</u></p> <ul style="list-style-type: none"> Graduate / Post graduate degree in finance or management or economics or environment or related field. <p><u>Experience</u></p> <ul style="list-style-type: none"> Min. experience of 12 years in field of sustainability, climate change, energy transition, Industrial decarbonization, RE (solar, wind, hydrogen, hydro, geothermal), sustainable financing, carbon offsets, carbon modelling, ESG, etc. <p>Preference would be given for experience in raising bonds / green bonds / impact bonds / climate bond as also exposure towards working with international agencies such as World Bank, ADB, OECD, IFC etc. and other relevant agencies such as Green Funds, Sustainability Think-Tanks, large corporates etc.</p>	<p>15</p>	<p>CV should cover:</p> <ul style="list-style-type: none"> Educational Background and overall experience including relevant experience as indicated in evaluation parameter. Experience of relevant engagements in detail. <p>Scoring shall be done through Evaluation and qualitative assessment of CV and credentials submitted.</p>
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	<p>Finance Expert - 01</p> <p><u>Educational Qualification</u></p> <ul style="list-style-type: none"> Graduate / Post graduate degree in finance or management or economics or energy / environment or related field. <p><u>Experience</u></p> <ul style="list-style-type: none"> Minimum experience of 10 years in field of Green / Climate Finance, Risk Management, Project Management, etc. <p>Preference would be given for experience in raising bonds / green / Impact / climate bond. Exposure towards working with international agencies such as World Bank, ADB, OECD, IFC etc. and other relevant agencies such as Green Funds, Sustainability Think-Tanks, large corporates etc. would be added advantage.</p>	<p>10</p>	<p>CV should cover:</p> <ul style="list-style-type: none"> Educational Background and overall experience including relevant experience as indicated in evaluation parameter. Experience of relevant engagements in detail. <p>Scoring shall be done through Evaluation and qualitative assessment of CV and credentials submitted.</p>
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	<p>Tech Expert - 01</p> <p><u>Educational Qualification</u></p> <ul style="list-style-type: none"> Graduate / Post graduate degree in finance or management or economics or energy / environment or related field. <p><u>Experience</u></p> <ul style="list-style-type: none"> Minimum experience of 7 years in field aligned to Green / Climate / Carbon Neutrality. These may include experience / exposure on theme such as Energy Efficiency, Industrial Decarbonization, Renewable Energy (solar, wind, hydrogen, hydro, geothermal), Carbon Modelling, ESG, etc. <p>Preference would be given for experience in documenting / creating pitch documents, communication material for attracting investment along-with tracking and M&E log frame including exposure in the above area at international agencies such as World Bank, ADB, OECD, IFC etc. and other relevant agencies such as Green Funds, Sustainability Think-Tanks, large corporates etc.</p>	<p>10</p>	<p>CV should cover:</p> <ul style="list-style-type: none"> Educational Background and overall experience including relevant experience as indicated in evaluation parameter. Experience of relevant engagements in detail. <p>Scoring shall be done through Evaluation and qualitative assessment of CV and credentials submitted.</p>
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<p>4. Presentation</p>	<ul style="list-style-type: none"> • Understanding of the scope of the assignment • Understanding of Domestic/ Global ecosystem / good practices for Climate change/green finance and Green Bonds in MSME Domain vis-à-vis other financial instruments. • Understanding of MSME sector and their requirements both financial and non-financial for addressing the issues related to climate change / green finance and role of low cost credit through Green Bond. • Understanding of Indian and International Institutions, donors, impact fund, etc. to facilitate supporting / financing of projects under Climate Change / Green Finance • Brief of the assignments/projects completed during last 3 years. • Approach & Methodology suggested for delivering the assignment in a time bound manner. • Understanding of deliverables of the engagement. 	<p>35</p>	
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**Annexure V: Undertaking for No-Conflict of Interest
(To be submitted on the letterhead of the Bidder)**

To,

General Manager
Green Climate & Energy Efficiency Centre
Small Industries Development Bank of India
12th floor, Atmaram House, 1, Tolstoy Marg
New Delhi - 110001

Dear Sir/Madam,

1. We hereby certify that we have not been suspended or banned or de-listed or black-listed by any Government or Quasi-Government agencies or PSU's including SIDBI or any of its subsidiaries.
2. The bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3. If the bidder is found to be involved in a conflict-of-interest situation with regard to the present assignment, the SIDBI may choose to terminate this contract. In case of any change in the status of the above, any time hereinafter, we will immediately inform SIDBI of the same.

Signature of the Bidder with seal:

Dated this __ day of __ of 20__

Name of the bidder: -

Designation: -

Annexure VI: Pre-Contract Integrity Pact

(To be submitted on Letter Head of the Company)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place__ on ---- day of the month of ----, 2023 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its GCFV at Green Climate Finance Vertical, 12th floor, Atmaram House, 1, Tolstoy Marg, New Delhi – 110001 (hereinafter called the “SIDBI”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s ----- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the SIDBI proposes to appoint consultant Agency to _____ (Bid Name) and the BIDDER is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

2 Commitments of SIDBI

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

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-contact 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 SIDBI, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 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 SIDBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 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 SIDBI that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to SIDBI or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 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 SIDBI or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 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 SIDBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of SIDBI has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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 SIDBI.

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 Earnest Money/Security Deposit as mentioned in the Bid Document, with SIDBI through any of the following instrument.

(i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Delhi.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to SIDBI 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 SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by SIDBI 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 SIDBI 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 SIDBI and SIDBI 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 SIDBI, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 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 SIDBI along with 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 SIDBI resulting from such cancellation/rescission and SIDBI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

- 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 SIDBI.
- 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 SIDBI with BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of decision by SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7 Fall Clause

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

8 Independent Monitors

- 8.1 SIDBI is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 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 SIDBI
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of SIDBI including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 SIDBI will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designed Authority of SIDBI within 8 to 10 weeks from the date of reference or intimation to him by SIDBI /BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

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

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.

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 SIDBI and the BIDDER, in case BIDDER is unsuccessful (unsuccessful bidder), this integrity Pact shall expire after six months from the date of the signing of the contract.

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.

13 The parties hereby sign this integrity Pact, at _____ on _____

SIDBI

BIDDER

Name of the Officer

Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure VII: Declaration Regarding Clean Track Record

To,
 The General Manager
 Small Industries Development Bank of India
 Green Climate Finance Vertical
 12th floor, Atmaram House, 1, Tolstoy Marg
 New Delhi – 110001

Dear Sir,

Declaration Regarding Clean Track Record

I /we have carefully gone through the Terms & Conditions contained in the RFP No. Tender/Bid No. _____ dated _____ (Month) XX, 2023. We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by us in the **Annexure – III** and related formats are true and correct and able to perform this contract as per RfP document.

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

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

Thanking you,

Yours sincerely,

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

Annexure VIII: Letter of Competence

(On company letter head)

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

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

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

Thanking you,

Yours sincerely,

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

Annexure IX: Letter of Conformity

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

The General Manager
 Small Industries Development Bank of India
 Green Climate Finance Vertical
 12th floor, Atmaram House, 1, Tolstoy Marg
 New Delhi – 110001

Dear Sir,

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

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

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

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

Thanking you,

Yours sincerely,

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

Annexure X: Statement of Deviations*(To be submitted on Bidder's company letter head)*

Bidders are required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

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

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

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

<additional rows may be added, if required>

Signature of Authorised Signatory:

Date
Place

Name of the Authorised Signatory:
Designation:
Name of the Organisation:
Seal:

Seal ...

Annexure XI: Breakup of Expenses

(On letterhead of the Agency duly stamped and signed)

(To be quoted along with financial bid only, in case of default, the entire Bid shall be summarily rejected)

S. N.	Deliverable	Qty / Unit	Unit rate without GST (INR)	Total without GST (INR)
		a	b	c = a x b
1				
2				
3				
4				
5				
6				
Total amount without GST in Rs. (1+2+3+4)				
GST Percentage (%) and HSN/SAC Code: _____				%
Total amount with GST in Rs.				

Note:

- Prices quoted are in Indian Rupees only. The pricing should be as per the SIDBI requirement inclusive of all envisaged costs apart from GST. GST should be exclusive of the above cost and must be quoted separately.
- Quoted Price in the Financial Proposal of GeM Bid should be inclusive of all other charges (including GST) required for satisfactory completion of work as per scope of work and terms & conditions etc.
- Under no circumstances any extra cost/expense and additional taxes, duties, levies etc. shall be payable to the bidder by SIDBI unless such a tax, duty or levy has been newly introduced and notified by the Govt. post proposal submission date.
- Normally applicable GST rate shall be same in case of all the proposals. However, in case of difference, the same will be taken as may be ascertained by SIDBI and will be acceptable to Bidder.
- The rates shall be firm during the validity of the assignment. The fee once finalized shall not change in case sanctioned project cost is revised (increase or decrease) by lender due to any reason whatsoever.
- The applicable taxes and surcharges shall be paid extra.

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

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

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

Date:
behalf

Signature of authorized person for and on

Designation/Seal of Agency

Annexure XII: Non-Disclosure Agreement

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

WHEREAS, we, * _____, having Registered Office at _____, (hereinafter referred to as the COMPANY, which expression shall include its successor and permitted assignees), are agreeable to execute “ _____ ” (Bid Name) as per proposal reference Tender/Bid No. _____ dated _____ (Month) XX, 2023 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and GCVF at, 12th floor, Atmaram House, 1, Tolstoy Marg, New Delhi – 110001 (hereinafter referred to as the BANK) and,* description depends upon legal status of the party

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

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

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

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

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

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

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

Yours sincerely,

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

Annexure XIII: Bank Mandate Form

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier : _____

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier :

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSME Registration / CA Certificate _____ - _____
(if applicable)

3. Particulars of Bank account:

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

4. Date from which the mandate should be effective :

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

Place : _____

Date : _____ Signature of the party / Authorized Signatory

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

1, 2: Note on IFSC / MICR

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

Annexure XIV: Performance Bank Guarantee

(To be executed on a non judicial stamp paper of requisite value by the Shortlisted Bidder)

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at 12th floor, Atmaram House, 1, Tolstoy Marg, New Delhi – 110001 (hereinafter called SIDBI) having agreed to award a contract to M/s. ' _____ having its office at ' _____, (hereinafter called "the Service Provider") for " _____ " (**Bid Name**) on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter-alia, stipulates for submission of performance Bank guarantee equivalent to 3 % of contract value i.e. _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI, an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ₹. _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for " _____ (**Bid Name**)" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary

any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____

6. The liability under this guarantee is restricted to ₹. _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants have the power to issue this guarantee on behalf of the Bank and they 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 ₹ _____ (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 ₹ _____ (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 Delhi.
16. BG confirmation can also be sought by sending email to _____ (Bank Official email id)

In witness where of we have set and subscribed our hand and seal this day of2023.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS:

- | | |
|------------------|------------------|
| 1) Name..... | 2) Name..... |
| Signature..... | Signature..... |
| Designation..... | Designation..... |

Annexure XV: EMD in the shape of Bid Security Form
(Sample Format -TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

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

WHEREAS (Name of Vendor) (hereinafter called the "the Vendor") has undertaken, in pursuance of Request for Proposal (RFP) No. _____ dated _____ (Month) XX, 2023 for " _____ (**Bid Name**)" (Herein after called the "the RFP") to you.

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

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

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

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

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

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

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by

you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

- 5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- 6. any change in constitution of the vendor;
- 7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;
- 8. BG confirmation can also be sought by sending email to _____(Bank Official email id)

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

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

Signature and Seal of Guarantors (Vendor’s Bank)

.....

Date.....

Address

.....

Annexure XVI: Conformity of Hardcopies
(To be submitted on Bidders Company letter head)

Date: _____

To

The General Manager
Small Industries Development Bank of India
Green Climate Finance Vertical
12th floor, Atmaram House, 1, Tolstoy Marg
New Delhi – 110001

Dear Sir,

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

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Annexure XVI: Power of Attorney

RfP/ Tender/GeM Bid No. _____ dated _____
(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

BY THIS POWER OF ATTORNEY executed on _____, 2023, We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>**, **<Employee no.>**, **< Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal **Tender No.** _____ **dated** _____ **(Month) XX, 2023** for “ _____ (Bid Name)” and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of _____

WITNESS:

Signature of _____

Attested

Annexure XVII: Draft Format of Joint Bidding Agreement (in case of JV / Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of.....2023...

BETWEEN

[•], (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

[•]+, (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at]..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the [FIRST, AND SECOND] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

Small Industries Development Bank of India (SIDBI), having its head office at SIDBI Tower, 15, Ashok Marg, Lucknow – 226001 and an office at GCVF, 12th Floor, Atma Ram House, 1, Tolstoy Road, New Delhi-110001, India (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals by its Request for Proposal _____ (Bid Name)(the "RFP").

The Parties are interested in jointly bidding for the assignment as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the assignment, and It is a necessary condition under the RfP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the assignment.

The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this assignment, either directly or indirectly or through any of their Affiliates.

Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected agency and awarded the assignment, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the agency in terms of the Contract for the assignment.

Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

Party of the First Part shall be the Member in Charge of the Consortium shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the assignment and until the Effective Date under the Contract;

Party of the Second Part shall be [•];

Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the assignment and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Lead Member and the Bank shall be entitled to deal with such Lead Member as the representative of all Members.

Authorised Representation

The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the assignment including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the authority, representing the consortium in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Bank in all matters in connection with or relating or arising out of the assignment.

Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the assignment is awarded to the Consortium. However, in case the Consortium is not selected for award of the assignment, the Agreement will stand terminated upon intimation by the Bank that it has not been selected and upon return of the Bid Security by the Bank.

Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For	SIGNED, SEALED AND DELIVERED
and on behalf of MEMBER INCHARGE	
by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

- 1.
- 2.

Annexure XVIII: Draft Format of Power of Attorney for Lead Member of JV / CONSORTIUM

(To be executed by all members of the Consortium)

Whereas the Small Industries Development Bank of India (the "Bank") has invited proposals from agency for _____ (Bid Name).

Whereas, ... and..... (collectively the "JV/ Consortium") being Members of the JV / Consortium are interested in bidding for the assignment in accordance with the terms and conditions of the RfP and other connected documents in respect of the assignment, and

Whereas, it is necessary for the members of the Consortium to designate one of them as the Member in Charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the assignment and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member In• charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub• delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the assignment, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and / or any other government agency or any person, in all matters in connection with or relating to/ or arising out of the Consortium's bid for the assignment and / or upon award thereof until the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF..., 2023.....

For

(Signature Name & Title)

For.....

(Signature, Name & Title)

(Executants) (To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Notes:

In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria should be satisfied by the Lead Member.

FORMAT I: Particulars in Respect of Agency Contract of Similar Nature Obtained In The Last Three Years

PARTICULARS IN RESPECT OF AGENCY CONTRACT OF SIMILAR NATURE OBTAINED IN THE LAST THREE YEARS

Sr. No.	Name and address of the client with contact numbers	Value of work executed in ₹	Date of award of contract	Period of Contract		Details of feedback / appreciation letters (attach proof)
				From	To	

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

FORMAT II: Details of work with other agency

S. No.	Name and address of institution with contact No	Category / Type of work for which engaged	Registered/ implemented for value of work upto ₹	Date of engagement and validity of assignment

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

**FORMAT III: Certificate Format for Performance of Agency
(On letterhead duly stamped and signed)**

Date:

TO WHOMEVER IT MAY CONCERN

This is to certify that M/s _____ is agency appointed to manage (name of the project) _____ since _____. The performance of the agency is satisfactory during their tenure with us.

Name & Designation of the Signatory

(Duly supported by the rubber stamp of the institution)

**FORMAT IV: Format of Financial Information (Turnover / Profit & Loss, etc.)
(DURING LAST THREE YEARS)**

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

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