

कार्यक्रम प्रबंध एजेंसी के चयन  
हेतु  
प्रस्ताव संबंधी अनुरोध  
Request for Proposal [RfP]  
For  
Selection of Event Management agency

दिनांक 06/08/2014 का निविदा सं. 400/2015/1098/बीवाईओ/अदर्स

Tender No. : 400/2015/1098/BYO/Others dated August 06, 2014

**भारतीय लघु उद्योग विकास बैंक**

नैगम छवि अभिवर्द्धन कक्ष

एमएसएमई विकास केंद्र, सी-11, जी ब्लॉक

बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा(पूर्व) मुंबई-400059

**Small Industries Development Bank of India**

Corporate Image Enhancement Cell,

MSME Development Center, Plot No.C-11, 'G' Block

Bandra Kurla Complex, Bandra (E), **Mumbai - 400 051**

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

Price of the document: ` 1,000/-

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## Annexure - I

### Invitation to Bid

#### 1. Introduction and Requirement:

Small Industries Development Bank of India [SIDBI], set up in 1990 under an Act of the Parliament, acts as the principal Financial Institution for promotion, financing and development of the MSME sector and also to coordinate with institutions engaged in similar activities. The role and function of SIDBI are given in its website [www.sidbi.in](http://www.sidbi.in).

The Bank invites applications from accredited agencies involved in Event Management activities to carry out events for the Bank as per **para 3 (scope of Work) of Annexure II**.

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

#### 2. Bidding Information:

Purpose	Selection of Event Management Agency
EMD	₹ 1,00,000/- [to be submitted in form of demand draft/pay order in favour of SIDBI payable at Mumbai along with Pre-qualification].
Application Fee	₹ 1,000/- <b>Non refundable</b> . [to be submitted in form of demand draft/pay order in favour of SIDBI payable at Mumbai along with Pre-qualification].
Last Date of Submission of Bids.	<b>August 27, 2014 by 15:30 hrs.</b>
Clarifications.	Clarifications, if any, may be asked in writing through mail <b>not later than August 13, 2014 by 17:00 hrs.</b>
Bid Validity	<b>03 months</b> from the date of submission of bids. i.e. <b>till November 26, 2014.</b>



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Address for submission of Bids	The General Manager SIDBI, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051			
No. Of Envelopes <b>(Non window, sealed)</b>	<b>02 ( Two), Non-window sealed with:</b>  <b>1<sup>st</sup> Envelope:</b> Superscribing “Tender No. 400/2015/ 1098 /BYO/Others dated August 06, 2014 – Pre-qualification Bid”) containing: 1. Forwarding letter as per format given in <b>FORMAT VI.</b> 2. Demand Draft/ Pay Order towards Application Fee 3. Demand Draft/ Pay Order towards Earnest Money Deposit (EMD). 4. Pre-Qualification as per format given in <b>FORMAT-I, IIA, IIB, III, IV, V.</b> 5. Bank Mandate Form as per format given in <b>FORMAT VIII.</b>  <b>2<sup>nd</sup> Envelope:</b> Superscribing “Tender No- 400/2015/ 1098 /BYO/Others dated August 06, 2014 <b>Commercial Bid</b> ”) containing: 1. Commercial bid as per format given in <b>FORMAT VII.</b>			
Date of opening of Pre-qualification Bids	<b>August 27, 2014 at 16:00 hrs.</b>			
Date and time of opening of commercial bids	Commercial bids would be opened at a later date which would be notified only to the short listed bidders.			
Contact Details	SIDBI, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051			
<b>Name (S/Sh.)</b>	<b>Designation</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Rajeswari Naveen Kumar	M	67531224	67531355	rajeswari@sidbi.in
Sanjeev Patial	DGM	67531131	67531355	spatial@sidbi.in



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### 3. BID PRICE

Non-refundable Bid Price of ₹ 1,000/- (₹ One thousand only) by way of Banker's Cheque/ Demand Draft favouring 'Small Industries Development Bank of India' or 'SIDBI', must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

### 4. INSTRUCTION TO BIDDERS

- a. Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b. Any clarification to be sought by the bidders should be done on or before the stipulated date.
- c. At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- d. All prospective Bidders that have received the Bidding Document will be notified of the amendment in writing, by fax or E-mail and the said amendments will be binding on them.
- e. 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.
- f. In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids SIDBI may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.



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- g. It would be the responsibility of the Bidder's representative (**only one person per agency**) to be present at the venue of opening of Bids.
- h. The envelopes should clearly indicate the Name and Address of the Agency and the details of the RfP. All pages of the bid are to be signed and numbered as **Page ---(page) of --(total pages)** and the page numbers should be running across the complete bid document and not section wise.
- i. The bidder shall bear all the costs associated with the preparation and submission of the bid and SIDBI will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- j. Deviations, if any, to the terms of the RfP should be annexed separately to the pre-qualification bid.

#### 5. BID VALIDITY:

The period of bid validity shall be binding on the bidder, as SIDBI may execute the Agreement at any stage on or before the expiry of the bid validity date. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

#### 6. MODIFICATION AND/ OR WITHDRAWAL OF BIDS:

Bids once submitted will be treated, as final and no further correspondence in this regard will be entertained. No bidder shall be allowed to withdraw the bid. SIDBI has the right to reject any or all the bids received without assigning any reason whatsoever. SIDBI shall not be responsible for non-receipt / non delivery of the bid documents due to any reason whatsoever.

#### 7. ALL THE INTENDING AGENCIES/CONTRACTORS ARE ALSO REQUESTED TO NOTE FOLLOWING IMPORTANT PROVISIONS-

- 1. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.



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2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. If deemed fit, the Bank may procure minimum of 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services ( about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
4. Further, such MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
5. Agencies desirous of availing 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.

#### **8. TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT:**

- a. The **Tender Methodology** proposed to be adopted by SIDBI will be “**Two Bid SYSTEM**” i.e., Pre-qualification Bid and Commercial Bid.
- b. Bid evaluation shall be done in two phases. In **First Phase** only the **1st envelope (Technical Bid)** will be opened in the presence of the representatives of the bidders.



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**Various stages of technical evaluation are presented below:**

1. Short-listing of the bidders based on the minimum eligibility criteria
2. Gathering of further information / input from the bidders in case there is no sufficient clarity in the response
3. Evaluation based on Technical response for short-listed bidders (70 Marks)
4. Evaluation based on presentation by the bidders (30 marks)
5. Arriving at the final score on technical proposal

At the sole discretion and determination of the SIDBI, any other relevant criteria may be added for evaluating the proposals received in response to this RFP.

**First Phase** of technical evaluation consist of two stages, in **First Stage** the Bank will screen agencies on the basis of the financial, organisational set-up, clients, experience, etc., which would be given a weightage of 70 marks. In the **Second Stage**, agencies would be required to make a presentation for evaluation on the basis of the creatives which would be given weightage of 30 marks.

- c. Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders scoring relative technical score (RTS) of 80% (80 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation. If required, SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. SIDBI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

**Relative Technical Score (RTS)** for each bidder will be calculated as follows based on above parameters:

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

Where,  $RS_{Tech}$  = Relative score for Technical Bid of the vendor

T = Technical score obtained in the current bid

$T_{high}$  = Highest technical score out of all the bids obtained



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**Note:** *If less than 3 bidders qualify short listing criteria of RTS 80%, bank reserves the right to consider top three (3) bidders.*

### **EVALUATION OF COMMERCIAL BIDS**

The Commercial Bids of vendors who meet the qualification criteria would then be opened in the presence of the short listed vendors. The Commercial Bid should contain the total cost of all services, comprising of all items. Date and time of opening of the commercial bids shall be advised only to the bidders shortlisted in the first phase of evaluation, through fax/ mail/ phone.

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

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

Where,  $RS_{Com}$  = Relative score for Commercial Bid of the vendor  
 $C$  = Commercial bid value of the current bid  
 $C_{Low}$  = Lowest commercial bid value out of all the bids obtained

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

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

$$RS = RS_{Tech} * 0.75 + RS_{Com} * 0.25$$

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

- d. The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.
- e. The marks scored by the Bidders in the technical evaluation will be given a weightage of 75. Similarly, the commercial bids of the Bidders will be given a weightage of 25. The combined score of technical and commercial bids will determine the H1, H2, H3 and so on.
- f. In case of a tie after the commercial evaluation stage, the Bank's decision will be final and will be based on marks scored in the technical evaluation only.
- g. The Agency so appointed will for a period of one years under the current RfP, subject to satisfactory performance, at a sole discretion of Bank.





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- h. The Bank reserves the right to select or empanel one or more agencies for implementation of the Project.
- i. The response submitted to the Bank by the Bidder will be taken to be a legally binding offer from the Bidder, and as such may be accepted or rejected (with or without conditions) by the Bank in its sole discretion.
- j. The Bidders shall submit their offers strictly in accordance the terms & condition of the Tender document.
- k. The Bank, on the request of the bidders may furnish the reasons for rejecting tender.
- l. SIDBI will examine the application to determine whether the documents submitted are complete, whether required information has been provided as underlined in the RFP response documents, whether the documents have been properly signed, and whether response to RFP is generally in order. Only those Agencies which comply with the Eligibility Criteria will be taken up for further evaluation.

### **BID EVALUATION**

- a. The evaluation process would consider whether the Agency has requisite prior experience and expertise to address SIDBI's requirements and objectives. The evaluation process will gauge the extent of thought process that has gone behind the preparation of the RFP response, the degree of clarity, understanding of SIDBI's stated objectives and the level of commitment exhibited by the Agencies.
- b. SIDBI may waive any minor informality, non-conformity or irregularity in the response to RFP that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Agency. The above details of evaluation criteria are only indicative and, hence, subject to addition, modification and deletion.
- c. During the course of technical evaluation if found necessary, the Bank may seek supplementary details and the same be submitted within the stipulated time.



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Non-submission of such details in time may render such applications for disqualification from further evaluations.

- d. The Bank reserves the right to not open commercial bids of bidders that are found to be technically deficient.

**MINIMUM ELIGIBILITY CRITERIA:**

Sr. No	Financial and other Requirement to be met by the Bidder	Document required for verification (Any Proof)
1	The Agency should have minimum 3 years work experience in event management and should have managed large projects.	Relevant Letter from the customers on its letter head.
2	The Agency must have a minimum annual turnover of Rs.50 crores in overall and turnover of minimum Rs.20 crore from event management for the previous three financial years.	Relevant certificate from Auditor should be submitted separately for both overall and for event management turnover.
3	The net worth of the agency should be positive during each of the previous three financial years.	Relevant certificate from Auditor should be submitted separately for both overall and for event management turnover.
4	The agency should have been in existence for a minimum period of 5 years	Certificate of Incorporation
5	The Agency should not have been blacklisted by any public sector bank or government organization in India. The agency should not have been penalized or found guilty in court of law.	Self-certification by the Bidder
6	The Agency should have minimum staff strength of 20 full time employees.	Self-certification by the Bidder including list and details of such staff
7	The agency should have an office at Mumbai for easy co-ordination.	Address and contact details of such office.



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**EVALUATION CRITERIA – TECHNICAL BID**

The Evaluation matrix along with the maximum marks that can be scored is as given below:

<b>Sr. No.</b>	<b>Details required/Parameters on which Bidder will be scored</b>	<b>Maximum Marks</b>
1	Experience of the agency in Event Management activities	10
2	List of offices (with address) in all India locations including staff strength at each location	10
3	Experience of the team lead assigned to the Bank.	10
4	List of organizations with whom currently empanelled	5
5	No. and the list of events conducted for private corporate during last 5 years. The relevant order copies to be enclosed.	5
6	No. and the list of events conducted for BFSI and Government sector handled during last 5 years. The relevant order copies to be enclosed.	10
7	Details of events to be conducted (orders in hand)	5
8	Satisfactory letters from customers along with details / nature of events conducted	10
9	Awards and Accreditations	5
	<b>Total</b>	<b>70</b>



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### **ILLUSTRATION OF SCORING CRITERIA:**

Assume 3 participating Bidders have total technical scores as per as per column (3) in the table below and in case of fees, the Total Fee per month quoted is as under:

<b>Sr. No. (1)</b>	<b>Description (2)</b>	<b>Total Technical Scores (3)</b>	<b>Fee Quoted (say in Rs. thousands) (4)</b>
1	Firm A	85	35
2	Firm B	80	25
3	Firm C	75	30

The Bidder scoring maximum points in the total technical score i.e. 85 scoring points will be given 100 marks and the marks of the other Bidders will be worked out on proportionate basis and thereafter weightage of 75% will be applied on the marks so obtained. Similarly the minimum fee quoted /minimum Commercial Bid i.e. Rs. 25 thousand will be given 100 marks and marks of the other Bidders will be adjusted out as illustrated and thereafter weightage of 25% will be applied on marks so obtained. The marks so obtained by all the Bidders will be added and the Bidders will be ranked H1, H2 & H3.

Marks obtained by Firm A –  $(85 / 85) \times 75 + (25/35) \times 25 = 92.86$  marks (Rank 2)

Marks obtained by Firm B –  $(80 / 85) \times 75 + (25/25) \times 25 = 95.59$  marks (Rank 1)

Marks obtained by Firm C –  $(75 / 85) \times 75 + (25/30) \times 25 = 87.00$  marks (Rank 3)

### **AWARD OF CONTRACT**

The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the L1 Bidder.



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**Interested agencies should apply with complete details in the following Formats.**

- a) Bio-data / application - (Format I )
- b) List of similar events executed and works in hand - (Format II A & II B)
- c) Details of empanelment with other institutions - (Format III).
- d) Details of Resources (manpower, tools and plant) and infrastructure facilities available -(Format-IV)
- e) Financial information (turnover / profit & loss, etc.) during last three years - [Format-V]
- f) Physical location including addresses / contact details of all branches and number of staff in each branch (at officer level). The proposed composition of team for SIDBI (in terms of name, designation, and numbers).
- g) The applications in the prescribed Format should be submitted along with all supporting documents like copies of latest Income-Tax return filed, Balance Sheet / P&L Account for 3 years, list of work completed / in hand with their value during last 3 years, work completion certificates, list of tools and personnel available, details of registration / empanelment with different institutions, financial turnover, solvency certificate from Bank, etc. The applications should reach the General Manager (Corporate Image Enhancement Cell), Small Industries Development Bank of India (SIDBI), MSME Development Centre, Plot No. C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.



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## ANNEXURE II

### TERMS AND CONDITIONS

#### 1. DEFINITIONS:

In this Contract, the following terms shall be interpreted as indicated:

- 1.1. "The Bank " means Small Industries Development Bank Of India (SIDBI);
- 1.2. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Regional Offices and the Vendor/Bidder/Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.3. "The Contract Price" means the price payable to the Vendor/Bidder/Supplier under the Contract for the full and proper performance of its contractual obligations;
- 1.4. "The Goods" means all of the software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 1.5. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 1.6. "TCC" means the Terms and Conditions of Contract contained in this section;
- 1.7. "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- 1.8. "The Project Site" means various Head Office/Branches/Administrative offices of Small industries Development Bank of India.



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2. **RESPONSIVE BIDS:** Bids conforming to the following essential requirements shall be considered as responsive:

2.1. Bids submitted at the prescribed address on or before the stipulated date & time.

2.2. Bids accompanied with following documents:

2.2.1. Forwarding letter as per **FORMAT VI**

DD/ Pay Order towards Application Fee

DD/ Pay Order towards EMD

2.2.2. Duly filled and signed Pre-qualification Bid in prescribed formats **(FORMAT-I, IIA, IIB, III, IV, V)**

2.2.3. Duly filled and signed Commercial Bid in prescribed format [**FORMAT VII**].

2.2.4. Duly filled and signed Bank Mandate Form in prescribed format [**FORMAT-VIII**].

3. **SCOPE OF WORK:**

Following would be the scope of work under the contract. The scope of work shall be, but not limited to, the following:

- Conceptualization of a communication strategy for SIDBI in the area of event management.
- Manage / conduct various events as and when required on turnkey basis.
- Prepare Budgetary Estimates covering the cost of all major head of works, contingencies etc. for approval of the Bank.
- Prepare a project plan for execution of the work including activity chart and timelines to ensure that the work is completed in shortest possible time. The project plan needs to be approved by the Bank.
- Logistical planning and onsite management



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- Development and maintenance of a critical path, incorporating SIDBI and event management responsibilities and deadlines, including venue and catering requirements
- Create meeting agendas with input from SIDBI and distribute at least two business days prior to meeting
- Record and distribute minutes of meetings including action items within 24 hours
- Manage onsite catering, events, meetings and rehearsals, including room preparation, food and beverage, AV, décor, signage and event execution
- Coordinate all rehearsals, sound and lighting checks
- Set up and maintain green room, media room, VIP room, staff room with equipment as required, i.e. printers, copiers
- Ensure first aid and security requirements are fulfilled
- Demographically Target Area for coverage of EM activity in 15 regional offices and 82 branches of SIDBI. The places of the regional offices are as below:

Ahmedabad	Faridabad	Kolkatta
Bengaluru	Guwahati	Lucknow
Chandigarh	Hyderabad	Mumbai
Chennai	Indore	New Delhi
Coimbatore	Jaipur	Pune

- Address all accessibility, dietary and other requirements
- Ensure all applicable licenses and appropriate insurance coverage is in place
- The major objective of Event Management activities for SIDBI is to organise various activities including awareness campaigns from time to time so as to reach out to stakeholders, Customer (existing and prospective) and about SIDBI and its schemes in broader prospective.
- It is proposed to conduct 5-8 events during the year. The event may include conducting seminars, program, awards, 25th year celebration, etc. On receiving





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requisition from SIDBI for organising an event, the Agency shall prominently prepare a detailed blue print with cost and other charges and outgoings of the proposed event and submit the same to SIDBI. The agency shall also incorporate clarifications/ modification as may be suggested by SIDBI in that regard. The Agency shall proceed with organising the event on receipt of approval from SIDBI in terms of the approved blue print.

#### 4. EVENT MANAGER:

- The agency will assign an Event Manager, who will provide the management interface facility and has the responsibility for managing the complete service delivery for organizing / conducting an event. He will be single point of contact on behalf of the agency.

#### 5. EARNEST MONEY DEPOSIT:

5.1. Intending tenderer shall pay Earnest Money Deposit (EMD) of prescribed amount by a demand draft/pay order on a scheduled bank, drawn in favour of “**SIDBI**”, payable at Mumbai, having remaining validity period of 3 months from the date of submission of tender document. Cheques / Bank Guarantee in lieu of DD will not be accepted. EMD will not bear any interest.

5.2. The EMD amount 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.
- In the event of any erosion, refusal or delay on the part of tenderer to sign and execute the contract on acceptance of his tender.



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- 5.3. The EMD amount of all unsuccessful bidders would be refunded immediately upon the end of the bid validity period, including extended period (if any).
- 5.4. EMD amount of the Successful Bidder shall be retained by SIDBI and shall subject to due performance of its obligation by the agency. The EMD amount will be returned by SIDBI upon termination / expiry of the contract. Such EMD amount will not carry any interest.

#### **6. PENALTY FOR DEFAULT IN SERVICES:**

In case of deficiency of services in arranging / conducting an event up to the satisfaction of SIDBI, a penalty of maximum 10% of the cost of that event will be attributable to the agency. The quantum of penalty will be decided by a committee of officers of SIDBI and the service provider will be given an opportunity to make representation to the committee and clarify its position with regard to the deficiency and non-performance.

#### **7. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 7.1. The Agency shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 7.2. The Agency will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.



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## 8. SUBCONTRACTS:

- The Service Provider shall not sub-contract the services agreed to be rendered by the Service Provider under this contract, except (i) if the existence of their office is not in the event location and (ii) for services that are generally procured from outside agency in performing the activities envisage under this contract.

## 9. APPLICABLE LAWS:

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

## 10. COMPLIANCE IN OBTAINING APPROVALS/ PERMISSIONS/ LICENSES:

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



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

#### **11. TERMINATION:**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- ❖ Failure of the successful bidder to accept the contract
- ❖ Delay in services
- ❖ Serious problems in quality of services

Bank reserves the right to terminate the contract by providing a 1 (ONE) month notice without assigning any reasons.

#### **12. FORCE MAJEURE:**

12.1.If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-



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performance and when removed the party shall continue performance with utmost dispatch.

12.2. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.3. If either Party is unable to perform its obligation under this contract due to the occurrence of an event beyond its control (such as acts of God, war like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities etc.) that the party will not be deemed to have defaulted under this Contract. Each party would use all reasonable efforts to enable performance under this Contract to continue.

### **13. RESOLUTION OF DISPUTES:**

13.1. IT WILL BE THE BANK'S ENDEAVOR TO RESOLVE AMICABLY ANY DISPUTES OR DIFFERENCES THAT MAY ARISE BETWEEN THE BANK AND THE BIDDER FROM MISCONSTRUING THE MEANING AND OPERATION OF THE RFP AND THE BREACH THAT MAY RESULT.

13.2. In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.



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- 13.3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 13.4. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 13.5. Not with standing anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 13.6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **14. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER**

- 14.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 14.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 14.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.



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#### **15. TAXES:**

The agency shall pay and be responsible for payment of all taxes, duties, levies, fees or charges in respect of the work as required for the assignment. Only service tax will be payable by SIDBI. Tax will be deducted from the payment of the Agency as per applicable law

While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

#### **16. STATUTORY AUTHORITY OBLIGATION, NOTICES, FEES AND CHARGES:**

The agency shall comply with and give all notices required by any act, any instrument, rule, or order made under any act, or any regulation with regard to the assignment.

The Agency would comply with all applicable laws as they relate to its performance under this agreement. The agreement shall be governed, interpreted by and construed in accordance with the law of India.

#### **17. LIMITED AGENCY:**

For the limited purpose of purchasing materials and engaging the services of the third parties which are necessary for providing services under this contract, SIDBI would appoint Event Management agency as its agent.

It is expressly clarified that SIDBI is responsible for all cost and expenses incurred by the Agency on behalf of the SIDBI which shall be incurred only on receiving the prior approval of SIDBI.

Save and except for the "Limited Agency" created under this agreement the Agency appointed would be an independent party and that neither party is the



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legal representative of the other and further, the personnel of the Agency and other third Parties engaged to perform any services under this RfP are not the employee of SIDBI.

**18. RIGHT IN INTELLECTUAL PROPERTY AND MATERIALS:**

All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI. Provided, that SIDBI would reimburse the Agency for any sum of money paid for assignment/licensing of the copy right as and by way of fee, charges, or otherwise as provide by the guidelines, regulation, rules, or policy of the professional body or association, with prior approval from SIDBI.

All concepts, communications, etc, created and conceived by the Agency on behalf of SIDBI, and involving name of SIDBI, shall not form part of any award or competition or promotion unless prior written consent of SIDBI has been obtained thereof.

**19. CONFIDENTIALITY:**

Information provide under this RfP and Subsequent service agreement (if the Agency is selected) is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs.

**20. INDEMNIFICATION:**

All applicants under the RfP absolutely, irrevocably and unconditionally here by indemnifies and undertakes to keep SIDBI and / or its Directors, officers,





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employees, agents and representatives, for all times from and against all charges, cost, losses, claims, demands and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by SIDBI and or its Directors, officers, employees, agents, and representatives due to reasons of

- (a) Breach, misconduct, omissions or
- (b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right.

## 21. CONDITIONAL BIDS

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

## 22. CONTACTING THE BANK

- a) After opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank, bidder shall NOT contact the Bank on any matter relating to its Bid.
- b) Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.



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 dated August 06, 2014  
 Selection of Event Management agency

**FORMAT - I**

**(Application for Selection Event Management agency)**  
**PARTICULARS FOR SELECTION EVENT MANAGEMENT AGENCY**  
**- TECHNICAL BID**  
**( to be submitted on Agency letter head)**

Date:  
 The Chief General Manager,  
 (Corporate Image Enhancement Cell)  
 Small Industries Development Bank of India (SIDBI),  
 SME Development Centre, Plot No. C-11, 'G' Block,  
 Bandra Kurla Complex, Bandra (East),  
 Mumbai - 400051

We hereby offer to submit our request for Selection of Event Management Agency of SIDBI for one year as per proposal reference Tender No:400/2015/1098BYO/Others (Tender-EM Agency) Dated: August 06, 2014. We have read, and understood the content of RfP and further state that we unconditionally accept and abide by the terms & conditions specified therein.

**Our Event Management agency brief Profile is as under:**

<b>Sr. No.</b>	<b>Brief Contents</b>	
1	Name of the Agency	
2	Address and Telephone Numbers	
	Registered/Head office	
	Address of the office at Mumbai	
	Address of the other offices in the country	Please enclose Separate sheet along with annexure
	Legal status of Agency	(Proprietor / partnership / Pvt. / Pub. Ltd)



**Request for Proposal: 400/2015/1098/BYO/Others**  
**dated August 06, 2014**  
**Selection of Event Management agency**

3	Name of the Proprietor/ Partners/ Directors/	
4	Name of the Managing Director, Director, Top Management/ Key personnel contact Person/s Contact Tele/Mob. No. Email ID etc	May enclose Separate sheet along with annexure
	The contact details of official proposed for handling for SIDBI i.e. Key personnel contact Person/s Contact Tele. No. Mobile No. Email ID etc	May enclose Separate sheet along with annexure
5	Date of Establishment /incorporation	
6	Empanelment Details Name of Public / Private Sectors Banks / PSUs and others, if any, along with the Date / Month / Year) Please enclose separate Sheet if required	
	With Public Sector Banks	
	With Private Sector Banks	
	With Public Sector units	
	Others if any	
	Have you served for SIDBI recently or in past please attach suitable proof.	
	Detail of award if any received	
7	Whether Agency is a Micro Small Medium Enterprise (MSME).	YES / NO
8	Infrastructure	



**Request for Proposal: 400/2015/1098/BYO/Others**  
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**Selection of Event Management agency**

	Name & Designation of Team of EM official	
	Name of other support staff Team of EM official	
	Are you a full or limited service agency?	
	Number of official working (separately for different offices)	
	Research / Analysis tool	
	Power back up	
	Computer hardware and software facilities	
	Working days and hours.	
	Whether you can provide 24/7 service to SIDBI	
9	Other details( Attach copy of returns)	
	Income Tax No	
	Sales Tax No.	
	Vat/ Work Contract tax No.	
	Service Tax No	
	Nature of Main Activity	
10	Membership with any organizations	
11	Please give details	
12	Turn over Details for last 3 FY	Copies of audited financial statements to be enclosed ( ` in Lakh)
	Year	Gross Turnover
13	Principal Banker & Their Name	
14	PO/DD No :	Drawn on: dated:



Request for Proposal: 400/2015/1098/BYO/Others  
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Selection of Event Management agency

	Amount : 1,00,000/- enclosed as EMD	
15	PO/DD No :	Drawn on: dated:
	Amount : 1,000/- enclosed as cost of RfP	
16	For the selection of Event Management agency of the SIDBI, the Agency should submit proven established credentials for Corporate Brand Building and product and services in a summary sheet along with this application.	
17	Declaration: Self declarations on the firm / Company's Letter head that there are no outstanding income tax / sales tax dues/other statutory dues.	
18	Date of commencement of event management services (attach proof thereof)	
19	Submit details of events conducted by the nominated event manager to showcase his experience. Submit name/address of the customer, event details, duration, date, number of attendees, etc.)	
20	Details of awards and accreditation received (attach proof)	

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

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 empanelment, 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 black list and debar), without any prior intimation to me/us.

Date:

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



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**FORMAT-II A**

**PARTICULARS IN RESPECT OF SIMILAR EVENTS EXECUTED IN THE LAST FIVE YEARS**

Sr. No.	Name of the work executed with address	Name and address of the client with contact numbers	Value of work executed in `	Date of completion	Stipulated duration for completion	Actual duration taken for completion	Details of feedback / appreciation letters (attach proof)

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

**FORMAT – II B**

**PARTICULARS IN RESPECT OF SIMILAR EVENTS IN HAND**

S. No.	Name of the work with address	Name and address of the Client with contact numbers	Value of work in `	Date of award of contract	Stipulated duration for completion	Present status	Details of feedback / appreciation letters (attach proof)

Please enclose the copies of work order / agreement with the client (employer) for each work.



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**FORMAT-III**

**DETAILS OF EMPANELMENT WITH OTHER INSTITUTIONS**

S. No.	Name and address of institution with contact No	Category / Type of work for which empanelled	Registered/ empanelled for value of work upto `	Date of empanelment and validity

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

**FORMAT –IV**

**DETAILS OF RESOURCES (MANPOWER, TOOLS AND PLANT) /  
INFRASTRUCTURE FACILITIES**

1	Details of Manpower	
	(a) Manager	
	(b) Supervisor	
	(c ) skilled workers	
	(d) unskilled workers	
2	Details of infrastructure facilities available	
3	Any other relevant information.	



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Selection of Event Management agency

**FORMAT V**

**FORMAT OF FINANCIAL INFORMATION (TURNOVER / PROFIT & LOSS, ETC.)**  
**DURING LAST THREE YEARS)**

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

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

\* \* \* \* \*





Request for Proposal: 400/2015/1098/BYO/Others  
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Selection of Event Management agency

**FORMAT VI**

**Forwarding Letter**

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

To:  
The General Manager (CIEC)  
SIDBI  
MSME Development Center  
C-11, 'G' Block  
Bandra Kurla Complex  
Bandra (East)  
**Mumbai - 400 051**

Dear Sir,

**Your Tender No: 400/2015/1098/BYO/Others dated: August 06, 2014**

This is with reference to your above mentioned tender for the selection of Event management Agency. Having examined the tender document, we hereby submit our proposal along with the necessary documents.

Further, we agree to abide by all the terms and conditions as mentioned in **Annexure II** of the tender document. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

Date:...../...../2014

Authorised Signatory:

Name:

Designation:

Phone:

Email:



Request for Proposal: 400/2015/1098/BYO/Others  
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Selection of Event Management agency

**FORMAT VII**

(Application for selection of Event Management Agency)

**PARTICULARS FOR SELECTION OF EVENT MANAGEMENT AGENCY  
- FINANCIAL BID  
(to be submitted on their letter head)**

Date:

The Chief General Manager,  
(Corporate Image Enhancement Cell)  
Small Industries Development Bank of India (SIDBI),  
SME Development Centre, Plot No. C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (East),  
Mumbai - 400051

We hereby offer to submit our request for empanelment Event Management Agency of SIDBI for one year as per proposal reference Tender No: **400/2015/1098/BYO/Others** (Tender-EM Agency) Dated: August 06, 2014. We have read, and understood the content of RfP. We unconditionally accept & abide by the terms & conditions specified therein.

<b>Sr. No.</b>	<b>Brief Contents / Particular</b>	<b>Charges / Rate of commission in %</b>	<b>Details / Remarks</b>

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 empanelment, 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 black list and debar), without any prior intimation to me/us.

Date:

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



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## CERTIFICATE

### TO WHOMEVER IT MAY CONCERN

This is to certify that M/s \_\_\_\_\_ is on our panel as an Event Management Agency since \_\_\_\_\_. The value of their annual contract is \_\_\_\_\_. The dealing of the said agency with us are satisfactory.

Name & Designation of the Signatory

(Duly supported by the rubber stamp of the institution)



Request for Proposal: 400/2015/1098/BYO/Others  
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**FORMAT VIII**

**BANK MANDATE FORM**  
 (To be submitted in Duplicate)

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

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

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

2. Address of the Borrower / vendor / supplier :  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ Pin Code \_\_\_\_\_  
 E-mail id: \_\_\_\_\_  
 Phone No. with STD code: \_\_\_\_\_  
 Mobile No.: \_\_\_\_\_  
 Permanent Account Number \_\_\_\_\_  
 MSE Registration / CA Certificate \_\_\_\_\_  
 (if applicable)

**3. Particulars of Bank account:**

Beneficiary Name																								
Bank Name		Branch Name																						
Branch Place		Branch City																						
PIN Code		Branch Code	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																					



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MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

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

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

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

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

**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.