



भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

प्रस्ताव का आमंत्रण -

बैंक के जोखिम प्रबंधन ढांचे के अंतराल अध्ययन और मूल्यांकन हेतु परामर्शदाता की नियुक्ति

REQUEST FOR PROPOSAL

APPOINTMENT OF CONSULTANT

FOR Gap Study & Evaluation of Risk Management Framework of the Bank

टेंडर सं. / Tender No.	400/2019/1428/BYO/RiMD
टेंडर जारी करने की तिथि / Tender Issue Date	06/02/2019/ फरवरी 06, 2019
Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	13/02/2019/ फरवरी 13, 2019
Pre Bid meeting / पूर्व-बोली बैठक (No clarifications would be given after pre-bid meeting)	18/02/2019/ फरवरी 18, 2019
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	25/02/2019/ फरवरी 25, 2019
तकनीकी बोलियां खोलने की तिथि / Date of opening of Commercial Bids	To be intimated at a later date बाद में सूचित किया जायेगा

गोपनीयता की सूचना Notice of Confidentiality:

यह दस्तावेज़, इसके परिशिष्ट और सभी संलग्नक भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। दस्तावेज़ के विषय-सूची, इस के परिशिष्ट, और सभी संलग्नकों का उपयोग केवल इस आरएफपी का जवाब देने के लिए ही उपलब्ध कराए गए हैं। इसे सिडबी की स्पष्ट लिखित अनुमति के बिना किसी भी अन्य माध्यम पर अभिलेखांकित, छायाकृत अथवा वितरित न किया जाए।

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Important Clarifications

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- i. 'The Bank' or 'SIDBI' or buyer means 'Small Industries Development Bank of India'.
- ii. 'Successful Bidder' refers to the bidder who gets selected by the Bank after completion of evaluation process.
- iii. 'Service Provider' refers to the successful bidder who provides the services to the Bank after the contract is awarded by the Bank, also abbreviated as 'SP'.
- iv. 'RFP' or 'Tender' means the Request For Proposal document
- v. 'Bid' may be interchangeably referred to as 'Offer'.
- vi. "Bidder/ Applicant/ Consultant" means the eligible entity or firm who is submitting its proposal for providing services to SIDBI.
- vii. "Partner" means a professional sharing profit in the firm/ LLP as defined under Partnership Act and / or Limited Liability Partnership Act.
- viii. "Personnel/ Professional" means full time qualified staff on the payroll of the bidder.
- ix. "Proposal/ Bid" means the Minimum Eligibility Proposal and the Commercial Proposal.
- x. "Assignment / Job" means the work to be performed by the Consultant pursuant to the contract.
- xi. "Contract" means the contract signed by the parties and all the attached documents and the appendices.
- xii. "Day" means calendar day
- xiii. "Parties"- party or parties means SIDBI or Bidder / Selected Bidder / Consultant or both as the case may be.
- xiv. Financial Institutions (FIs) means Export - Import Bank of India (Exim Bank), National Bank for Agriculture and Rural Development (NABARD), Small Industries Development Bank of India (SIDBI) and National Housing Bank (NHB)

TABLE OF CONTENTS

1. Introduction and Disclaimers..... 8

1.1 Preface 8

1.2 Information Provided 8

1.3 For Respondent only 8

1.4 Disclaimer 8

1.5 Costs to be borne by Respondents 9

1.6 No Legal relationship 9

1.7 Recipient Obligation to Inform Itself 9

1.8 Evaluation of Offers 9

1.9 Acceptance of Selection Process 9

1.10 Errors and Omissions 10

1.11 Acceptance of Terms 10

1.12 Requests for Proposal 10

1.13 Notification 11

2. Information to Bidders 12

2.1 Bid Price 12

2.2 RFP closing date 12

2.3 RFP Validity Period 12

2.4 Late RFP Policy 12

2.5 Receiving of RFP Response 12

2.6 Requests for information 13

2.7 Pre-Bid Meeting 13

2.8 Disqualification 14

2.9 Selection process 14

2.10 Details of Bids to be Submitted 14

2.11 Pre Contract Integrity Pact (IP) 15

2.12 Non-disclosure Agreement 16

2.13 Important 16

3. Background 17

3.1	Introduction.....	17
3.2	Risk Management & System Infrastructure in SIDBI	17
4.	Project Scope.....	19
4.1	Objective/ Purpose.....	19
4.2	Scope of work and Requirement	19
5.	Minimum Eligibility Criteria	20
6.	Evaluation Methodology	24
6.1	Evaluation process	24
6.2	Evaluation of Commercial Bid	24
7.	General terms and conditions to contract	26
7.1	Non transferable bid	26
7.2	Format and signing of Bid.....	26
7.3	Process of Final selection.....	26
7.4	Award of Contract.....	26
7.5	Clarification of Bids.....	27
7.6	Notification of Awards.....	27
7.7	Acceptance of Work Order	27
7.8	Payment Terms	27
7.9	Time Frame	28
7.10	Bank reserves the right to the following:.....	28
7.11	Other Terms:	29
7.12	Compliance Confirmation.....	30
7.13	Undertaking by Consultant	30
7.14	Assignment	31
7.15	Representations and Warranties.....	31
7.16	Confidentiality Clause.....	33
7.17	Termination of Contract.....	34
7.18	Publicity	35
7.19	Force Majeure.....	35
7.20	Liquidated Damages.....	35

7.21	Resolution of Disputes	36
7.22	Governing Language	37
7.23	Governing Law/Jurisdiction.....	37
7.24	Statutory and regulatory compliance towards: ESIC & EPFO.....	37
7.25	Data Privacy.....	37
7.26	Taxes and Duties.....	37
7.27	IPR Infringement.....	38
7.28	No employer and employee relationship.....	38
7.29	Indemnity.....	39
7.30	No third-party rights.....	39
8.	Annexures and Appendix.....	40
8.1	Annexure A - COMMERCIAL OFFER.....	40
8.2	Annexure B: COMMERCIAL BID.....	41
8.3	Annexure C - UNDERTAKING	42
8.4	Annexure D - DETAILS OF PERSONS.....	43
8.5	Annexure: E - AUTHORIZATION LETTER FORMAT	44
8.6	Annexure –F: Minimum Eligibility Bid	45
8.7	Annexure G – Declaration regarding Clean Track Record.....	47
8.8	Annexure H – Bank Mandate Form	48
8.9	ANNEXURE- I - Non-Disclosure Agreement	50
8.10	ANNEXURE J - PRE CONTRACT INTEGRITY PACT.....	51

Critical Information/ महत्वपूर्ण सूचना

(RFP No. 400/2019/1428/BYO/RiMD dated February 06, 2019)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	13 फरवरी, 2019 (बुधवार) February 13, 2019 (Wednesday)	5:00 pm
2	Pre Bid meeting (no clarifications would be given after pre-bid meeting)/ पूर्व-बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा।)	18 फरवरी, 2019 (सोमवार) February 18, 2019 (Monday)	3:00 pm
3	Last date for submission of bids / बोली जमा करने की अंतिम तिथि	25 फरवरी, 2019 (सोमवार) February 25, 2019 (Monday)	3.:00 pm
4	Address for Bid Submission/ बोली जमा करने का पता	महाप्रबन्धक (आर.आई.एम्.वी.) / General Manager (RiMV) Small Industries Development Bank of India 6th Floor, Risk Management Vertical SWAVALAMBAN BHAVAN, Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), Mumbai- 400 051 Phone: 022-67531100 / 67531390	
5	Date & Time of Opening of Minimum Eligibility bid / न्यूनतम पात्रता बोली खोलने की तिथि व समय	26 फरवरी, 2019 (मंगलवार) February 26, 2019 (Tuesday)	5.00 pm
7	Bid Validity/ बोली के वैद्यता	Six Months from the last date of bid submission. बोली जमा करने की अंतिम तिथि से छह महीने तक।	
8	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा	
9	Contact details of SIDBI official सिडबी अधिकारियों के संपर्क विवरण	Smt Anita Anil Kulkarni, DGM(RiMV) 022-67531157 /9792738333, rimvratings@sidbi.in , anitak@sidbi.in , msinha@sidbi.in	

1. Introduction and Disclaimers

1.1 Preface

This Request for Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling SIDBI to select a Consultant for **"Gap Study & Evaluation of Risk Management Framework of the Bank"**. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

1.2 Information Provided

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

1.3 For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder") i.e. Partnership Firm / Limited Liability Partnership / Company registered in India.

1.4 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

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD Issued on: February 06, 2019	Page : 8 of 59
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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.

1.5 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, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

1.6 No Legal relationship

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

1.7 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.

1.8 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.

1.9 Acceptance of Selection Process

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD Issued on: February 06, 2019	Page : 9 of 59
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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.

1.10 Errors and Omissions

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document, but not later than last date for seeking clarification for pre-bid meeting as indicated under 'Critical Information' section mentioned above.

1.11 Acceptance of Terms

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

1.12 Requests for Proposal

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

Contact : Smt Anita Anil Kulkarni
Position : Dy. General Manager, Risk Management Vertical
Email : rimvratings@sidbi.in, anitak@sidbi.in,
Telephone : +91 - 22 - 67531157 / 9792738333

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 must 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.

1.13 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.

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2. Information to Bidders

2.1 Bid Price

Non-refundable Bid Price of `1,000/- (**Rupees One thousand only**) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled commercial bank, favouring "Small Industries Development Bank of India", payable at Mumbai must be submitted along with RFP response.

The Bank may, at its discretion, reject any Respondent where the Bid Price has not been remitted with this RFP response.

2.2 RFP closing date

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

2.3 RFP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period of **six (6) months** from the date of the submission of bids.

2.4 Late RFP Policy

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

2.5 Receiving of RFP Response

Receiving of RFP response will be recorded by SIDBI in a 'Bid/ Tender Receiving Register' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferably through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax / email mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 12 of 59
	Issued on: February 06, 2019	

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.

2.6 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone.
2. All queries relating to the RFP, proposals 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. However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.
3. 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. The Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
4. 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.

2.7 Pre-Bid Meeting

1. 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.

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 13 of 59
	Issued on: February 06, 2019	

2. It would be the responsibility of the Bidders to be present at the venue of the meeting.
3. 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.
4. 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 website (www.sidbi.in) within 03 working days of the pre-bid meeting**. It would be the responsibility of the bidder to check the websites before final submission of bids.
5. 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.

2.8 Disqualification

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

2.9 Selection process

Successful Bidder will be selected through two bids evaluation process:

[A]. Eligibility evaluation and **[B].** Commercial evaluation

2.10 Details of Bids to be Submitted

1. Bidders are required to submit their responses in a non-window sealed THREE envelopes superscribing “**RfP – Gap Study & Evaluation of Risk Management Framework of the Bank**” with contents of each as under:

Envelope	Bid Contents	No. of Copies	Label of Envelope
I	Minimum Eligibility Bid i. Response to Minimum Eligibility Criteria as per format prescribed in Annexure-F ii. DDs/Instruments towards bid price	Hardcopy and a CD	“Minimum Eligibility -Appointment of Consultant for Gap Study & Evaluation of Risk

	<ul style="list-style-type: none"> iii. Declaration regarding clean track record, as per format prescribed in Annexure-G iv. Bank Mandate Form as per format prescribed in Annexure-H v. Pre-contract Integrity pact as per format prescribed in Annexure-J 	containing Softcopy	Management Framework of the Bank – RFP No. 400/2019/1428/BY O/RiMD dated February 06, 2019.
II	Commercial Bid <ul style="list-style-type: none"> i. Commercial Bid Covering letter as per format prescribed in Annexure- A ii. Response to Commercial Bid as per format prescribed in Annexure- B 	Hardcopy	“Commercial Bid- Appointment of Consultant for Gap Study & Evaluation of Risk Management Framework of the Bank – RFP No. 400/2019/1428/BY O/RiMD dated February 06, 2019

Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “Appointment of Consultant for Gap Study & Evaluation of Risk Management Framework of the Bank –. **RFP No. 400/2019/1428/BYO/RiMD dated February 06, 2019**

All the individual envelopes must be super-scribed with the following information as well:

- i. Name of the bidder, Contact Number and mail id.
- ii. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
- iii. Envelope I should also contain softcopy of respective response documents in a CD.

2.11 Pre Contract Integrity Pact (IP)

IP is an agreement between the prospective bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure - J** on the letter head of the bidder. 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 work Order.

2.12 Non-disclosure Agreement

Selected bidder has to submit Non-disclosure Agreement as per the format at **Annexure - I**.

2.13 Important

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

1. Authorized signatory must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed/emailed copies of any submission are not acceptable and will be rejected by the Bank.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. **The RFP is floated on SIDBI website <http://www.sidbi.in>, 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 website. Bidders must have close watch on SIDBI website during the intervening period before submitting response to RFP.
7. The bidder cannot quote for the project in part.
8. Each bidder shall submit only one proposal.

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3. Background

3.1 Introduction

SIDBI, set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities. The business strategy of SIDBI is to address the financial and non-financial gaps in MSME eco-system. Financial support to MSMEs is provided by way of (a) Indirect refinance to banks / Financial Institutions for onward lending to MSMEs and (b) direct finance in the niche areas like sustainable finance, receivable financing, service sector financing, etc.

The financial products of SIDBI cater to diverse requirements of micro, small and medium enterprises (MSMEs) directly as also indirectly through other financial intermediaries/ corporations/ banks.

SIDBI has 3 subsidiaries viz., Micro Units Development & Refinance Agency Ltd (MUDRA), SIDBI Venture Capital Limited (SVCL) & SIDBI Trustee Company Limited (STCL).

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

3.2 Risk Management & System Infrastructure in SIDBI

With the liberalisation of financial system, use of technology, increased competition for business from banks / FIs, introduction of global standards for risk management, etc., RBI has been suitably incorporating need based changes in the risk management practices in the banking system. SIDBI, has also adopted improved risk management practices by introducing systems, structures, etc. in respect of credit risk management, operational risk management and market risk management. As part of the on-going process of introducing better risk management systems in SIDBI, Integrated Risk Management Systems have been implemented. Thus, presently SIDBI is in preparedness of compliance to Basel II norms.

IRMS Framework of the bank consist of various policies, applications & tools. Presently, the Bank is compliant with the requirements of RBI guidelines on Basel I basic approaches, i.e., Standardized approach for Credit & Market Risk and Basic Indicator approach for Operational Risk.

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD Issued on: February 06, 2019	Page : 17 of 59
---	---	------------------------

In order to upgrade its existing risk management system and processes, Bank has decided to benchmark itself against the best industry practices for risk management. In view of the same, it has been decided to appoint a Consultant to conduct a gap analysis and evaluate the risk management framework of the Bank.

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 18 of 59
	Issued on: February 06, 2019	

4. Project Scope

4.1 Objective/ Purpose

SIDBI intends to hire a Consultant for undertaking Gap Study and Evaluation of Risk Management framework of the Bank. In this connection, SIDBI invites Request for Proposal (RFP) from consultants of repute and proven track record to review, existing risk management framework of the Bank.

4.2 Scope of work and Requirement

The main objective of the work is to undertake Gap Study and Evaluation of Risk Management framework of the Bank.

The Scope of work includes, but not limited to:

- ✓ Gap study and evaluation of existing Risk Management framework (policies/ applications/ manpower/ reporting framework) and adequacy thereof, vis-à-vis the present size of the bank,
- ✓ Gap analysis in respect of implementation of regulatory requirements (including Basel III) related to risk management;
- ✓ Review of roles/ responsibilities and systems/ processes at RiMV.
- ✓ Best industry practices for Risk Management vis-à-vis Credit risk, Market Risk, Operational risk, etc.
- ✓ Suggest risk management strategies in respect of main schemes like Refinance, NBFCs, Micro Finance, Direct Credit, etc.
- ✓ Suggest risk mitigation strategies relating to various softwares;
- ✓ Suggest qualifications/ skills/ training requirements for Officers in Risk Management Vertical(RiMV);
- ✓ Suggest ways to leverage technology for risk management and build analytical capabilities within the Vertical;

5. Minimum Eligibility Criteria

(1) The proposal should adhere to the following 'Minimum Eligibility Criteria'. Bank reserves the right to cancel / reject the Bids or call for clarification in this regard.

S.No.	Eligibility Criteria*	Documents to be submitted
1.	The Bidder should be a Government Organization / Public Sector Unit / Partnership Firm/ Private Limited Company/ Public Limited Company Registered or Incorporated in India. It should not be Individual/ Proprietary Firm / HUF etc.	<ul style="list-style-type: none"> Partnership firm: Certified copy of Partnership Deed. Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. Reference of Act/Notification. For other eligible entities: Applicable documents.
2.	The Bidder should have an in-house capability to take up assignment on their own. Joint and collative Bids will not be accepted	Undertaking Letter.
3.	The Bidder should not have been black listed / barred / disqualified by any regulator / statutory body / Government Financial Institutions / Banks / Government / Semi-Government departments / PSUs in India .	A self-declaration by the Bidder on Bidder's letter head.
4.	The Bidder should have been in profit for at least two years out of the last three years (i.e. FY 2016/ FY2017/ FY2018).	Furnish its Annual Report/ Financial Statement / Certificate signed by its Auditors in this regard to the satisfaction of SIDBI
5.	The Bidder should have demonstrated capability and domain expertise in the area of Banking, Credit and Management of credit, market and operational risks,	Documents indicating the scope of engagement, period of engagement, name of person in-charge on client side with contact number(s) and email ids.

	as evidenced from assignments completed for client banks/ financial institutions.	
6.	Bidder should have adequate technical / professional staff, should already have been associated with similar support with them on permanent rolls.	A self-declaration by the Bidder on Bidder's letter head.
7.	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of SIDBI / associate institutions	A self-declaration by the Bidder on Bidder's letter head.
8.	The Bidder must have a currently valid GST registration certificate and PAN Card.	Self-declaration with supporting documents pertaining GST registration certificate and PAN.
9.	The Respondent must have undertaken at least one similar consultancy project as defined in the Scope of Work, in any Scheduled Commercial Bank or in any All India Financial Institution (as indicated by RBI) in the last three years .	Documents indicating the scope of engagement, period of engagement, name of person in-charge on client side with contract number(s) and email ids.

(*) Eligibility Criteria shall also include the Bidder along with its Affiliates/ Group companies/member firms working under the common brand name and engaged in similar activity registered in India.

Note:

- Documentary evidence needs to be submitted by the bidder for each of the eligibility criteria.
- Self-declaration needs to be signed by authorized signatory.

(2) Conflict of interest

(a) Bank requires that the selected consultants provide professional, objective, and impartial advice, and at all times hold Bank's interest's paramount, strictly avoid conflicts with other assignment(s) / job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from Bank.

(b) Without limitation on the generality of the foregoing, the selected consultants, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

- i. **Conflicting assignment/job:** The consultant (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of consultancy to be executed for the same and/or for another employer.
- ii. **Conflicting relationships:** The consultant (including its personnel) having a business or family relationship with a member of Bank's staff, who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to Bank throughout the selection process and the execution of the contract.

- (c) The bidders must disclose in their tender details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest if they were awarded the contract pursuant to this RfP.
- (d) If the tenderers identify any potential conflict, they should state how they intend to avoid such conflicts.
- (e) SIDBI reserves the right to reject any tender which, in SIDBI's opinion, gives rise, or could potentially give rise to, a conflict of interest.

6. Evaluation Methodology

6.1 Evaluation process

1. The Bank has adopted a two (2) stage bid process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - a. *Minimum Eligibility Criteria*
 - b. *Commercial Bids*
2. The Bank shall first evaluate the 'Eligibility Criteria' bids.
3. Thereafter, date of opening of Commercial bid would be advised to the qualified/eligible bidders.
4. The successful bidder will be the bidder with lowest commercial bid (i.e. L1 bidder) and the same shall be recommended for award of the contract.
5. 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.
6. All the documentary proofs are to be submitted along with the bid in this regard.
7. 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.
8. During evaluation, Bank at its discretion can ask the bidders for clarifications.
9. 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.

Companies / Firms fulfilling all the eligibility criteria mentioned in Clause '5' would only be considered for opening commercial bid.

6.2 Evaluation of Commercial Bid

- (1) The Commercial bid should be submitted strictly in the format given by the Bank as **Annexure B** of this document along with covering letter as per **Annexure A** and should not have any deviations, restrictive statements, etc. therein. Otherwise, such bids are liable to be rejected at the sole discretion of the Bank. The price shall be quoted in Indian Currency only and shall be all inclusive. No

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 24 of 59
	Issued on: February 06, 2019	

separate fees/reimbursements other than GST, as applicable, at the time of payment shall be made by the Bank.

(2) Date of opening of Commercial bid would be advised after completion of the process of evaluation based on the 'Minimum Eligibility Criteria'.

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 25 of 59
	Issued on: February 06, 2019	

7. General terms and conditions to contract

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.

7.1 Non transferable bid

This bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing.

The bidder should also submit an undertaking on the letter head to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

7.2 Format and signing of Bid

Each page of the bid shall be made in a legal name of the bidder and shall be signed and duly stamped by the bidder or a person duly authorized to sign on behalf of the bidder.

7.3 Process of Final selection

Bidders who meet the 'Minimum Eligibility Criteria' as per the Clause 5 of the RfP, will qualify for the next stage of commercial bid evaluation.

7.4 Award of Contract

Based on the Commercial Bid evaluation, the successful bidder will be the bidder with lowest commercial bid (i.e. L1 bidder) and the same shall be recommended for award of the contract.

In the case of tie between two or more bidders, a fresh commercial bid will be called upon from these bidders for evaluation and selection of the consultant.

7.5 Clarification of Bids

During evaluation of bids, if found necessary, Bank may seek clarification of the bid from the bidder. The request for clarification and the response shall be in writing.

7.6 Notification of Awards

The acceptance of a bid, subject to contract, eligibility compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of offer of contract / service order at the address supplied by the bidder in the tender response.

Any change of address of the Bidder, should therefore be promptly notified to:

General Manager

Small Industries Development Bank of India
 6th Floor, Risk Management Vertical
 SWAVALAMBAN BHAVAN
 Plot No. C-11, G Block, Bandra Kurla Complex
 Bandra (E), Mumbai- 400 051

The written offer of contract / order issued to the successful bidder would need to be accepted by the bidder in writing within **15 days** from the date of issue of the offer.

7.7 Acceptance of Work Order

The successful bidder / consultant will be required to accept the work order issued by the Bank within **15 days** of work order and deliver the acceptance copy to the Bank. The failure, delay or evasion on the part of the successful bidder / consultant to accept the work order will result in cancellation work order and Bank retains its right to issue work order to the next highest scorer or may start the entire RFP process a fresh.

7.8 Payment Terms

Bank will release payment of the agreed professional fees to the selected bidder after deduction of applicable taxes at source. The payment terms will be as follows:

Particulars	Percentage
On completion of assignment to the satisfaction of the Bank/ presentations to the Senior Management/acceptance of the final key deliverables by the Bank	100%

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 27 of 59
	Issued on: February 06, 2019	

7.9 Time Frame

The assignment will have to be completed in a duration of **10-12 weeks** from the date of letter of intent/ award of contract or such time frame as may be mutually agreed to by SIDBI and the Bidder.

7.10 Bank reserves the right to the following:

- Reject any or all proposals received in response to the RFP without giving any reason whatsoever. However, the Bank, on the specific request of the bidders, may furnish reasons for rejecting a tender.
- Reject the proposals received in response to the RFP containing any deviation.
- Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- Extend the time for submission of proposal.
- Modify the RFP document, by an amendment that would be notified on the Bank's website.
- To independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended services for similar assignment.
- Modify the time period stipulated in Clause 7.9 above for completion of assignment during the execution of assignment if it deems fit.

7.11 Other Terms:

- a. The proposals and related Annexures should be signed by the authorized representative/s of the successful Consultant. The executants' authority to represent and bind the Consultant Company / Firm must be confirmed by a written authority letter issued by the Competent Authority of the Consultant Company / Firm accompanying the proposal.
- b. The proposal should be submitted strictly in the formats provided in this RFP document.
- c. The key persons identified for the project should carry out their activities from the premises of the Bank at Mumbai. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the Qualification Criteria and preferably should have been involved in a similar assignment. However, the Bank reserves the right to accept / reject / substitute the key personnel allocated for the project. The staff deployed / involved by the service provider shall never be deemed to be appointed by SIDBI nor shall they be under its service conditions.
- d. The bidder / consultant selected for the assignment should adhere to the quality standards, all applicable regulatory directions/ guidelines in this regard.
- e. The bidder / consultant selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.
- f. The proposal should be free of overwriting/ corrections / alterations.
- g. All bids and supporting documentation shall be submitted in English or in Hindi.
- h. The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

i. The Commercial Bid shall be opened in due course, after completion of minimum eligibility evaluation, in the presence of Bidders / their representatives, who choose to attend. The authorization letter for attending the Bid Opening is given at **Annexure – E**. The date and venue for opening the commercial bid shall be separately informed to the bidders who come out successful in the eligibility evaluation process as per the methodology mentioned in the clause 5.

j. It is hereby clarified that the Bid / response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the respective Bid/ response to the RFP void and the same shall be liable to be rejected by the Bank without further going into the merits of the tender.

k. It is also clarified that in case of any difference/change between Bid/ response to the RFP document submitted by the participant and the RFP document maintained by Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the participant.

7.12 Compliance Confirmation

The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP

7.13 Undertaking by Consultant

The bidder / consultant shall furnish the following Undertaking as a part of the proposal.

“We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concern or our Partners, CEO, Directors / Managers / Employees and if it arises we will intimate the Bank of the same”.

The bidder / consultant shall further ensure the compliance of the guidelines issued by Central Vigilance Commission for the purpose of selection and employment of consultants.

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 30 of 59
	Issued on: February 06, 2019	

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

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.14 Assignment

The bidder shall not assign or outsource the works awarded to them under this RFP, whether actually or as the result of takeover, merger or other change of identity or character of the bidder upon any such assignment or transfer the engagement may be forthwith terminated by SIDBI.

7.15 Representations and Warranties

a) That the bidder is a Partnership firm/LLP/Company which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by Bank.

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 31 of 59
	Issued on: February 06, 2019	

- b) That the bidder is not involved in any litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.
- c) That the representations made by the bidder in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Engagement and the RFP Documents and unless Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.
- d) That the Bidder has the professional skills, personnel and resources/ authorizations/ approvals/ infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this Engagement.
- e) That the Bidder shall use such assets of Bank as Bank may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- f) That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.
- g) That all the representations and warranties as have been made by the Bidder with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.
- h) That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.

i) That there are –

(1) No legal proceedings pending or threatened against bidder or any of its partners or its team which adversely affect/may affect performance under this Engagement; and

(2) No inquiries or investigations have been threatened, commenced or pending against the bidder or any of its Partners or its team members by any statutory or regulatory or investigative agencies.

j) That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Engagement.

k) That all conditions precedent under the Engagement has been complied.

l) That neither the execution nor delivery by the bidder of the Engagement nor the bidder’s compliance with or performance of the terms and provisions of the Engagement:

(1) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the bidder.

(2) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject.

7.16 Confidentiality Clause

The bidder shall hold in confidence all information, documentation etc which come to their knowledge ('Confidential Information') and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without prior written consent of bank.

Confidential Information means information which is by its nature confidential or is designated by the bank as confidential and includes:

a) All information marked or otherwise designated as confidential;

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 33 of 59
	Issued on: February 06, 2019	

- b) Information which relates to the financial position; the internal management structure, the Personnel, policies and strategies of bank,
- c) Bank Data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank, its Subsidiary and Associate or other information or data whether such data is permanent or otherwise;
- d) Any other information which the parties specifically declared as confidential.

The restriction imposed in this clause does not apply to any disclosure of information:

- i) Which at the material time was in the public domain other than by breach of this clause; or
- ii) Which is required by law to be communicated to a person who is authorized by law to receive that information.

The selector bidder shall execute separate non-disclosure agreement in **Annexure I** format immediately after the selection.

7.17 Termination of Contract

1. SIDBI may at its sole discretion and at any time terminate the contract and inform the consultant by written instructions. Normally there will be notice period for termination. In the event of the contract being so terminated the consultant shall take such steps, as are necessary to bring the services to an end in a cost effective, timely and orderly manner.
2. Bank also reserves its right to terminate the contract in the event of one or more of the following situations:
 - a) Unnecessary or unwarranted delay in execution of the work allotted.
 - b) Delay in providing the requisite manpower at the Bank's site.
 - c) Delay in submission of reports beyond the stipulated periods.
 - d) Breach of trust is noticed during any stage of the consultancy assignment.

7.18 Publicity

Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicitly written permission of Bank

7.19 Force Majeure

The bidder shall not be liable for liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the bidder shall promptly notify Bank in writing of such conditions, the cause thereof and the change that is necessitated due to the conditions. Unless otherwise directed by Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. SIDBI may terminate the contract or suspend its performance. In such an event the consultant shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.

7.20 Liquidated Damages

If the selected bidder fails to complete the project within stipulated time, SIDBI may, at its discretion, impose a penalty of 0.5% of the order value for each week's delay or part thereof attributable to the bidder, subject to maximum of 10% of the order value. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. Once the maximum is reached Bank may consider cancellation of the order.

2. Penalty would not be applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to the Bank or Force Majeure.

7.21 Resolution of Disputes

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 Tender and the breach that may result.

2. In case of Dispute or difference arising between the Bank and a Bidder 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 Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the arbitrator shall be final.

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.

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.

5. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

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.

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

8. No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

7.22 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

7.23 Governing Law/Jurisdiction

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

7.24 Statutory and regulatory compliance towards: ESIC & EPFO

The bidder/Service provider should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidder/Service provider have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regards to transactions under RfP. The bidder also has to ensure that they are compliant to the Minimum Wages Act (MWA) for deployment of resources across sites nationwide (if applicable).

7.25 Data Privacy

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

7.26 Taxes and Duties

The bidder/Successful bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of

products/services at site including incidental services and commissioning. Providing clarifications / particulars / documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the bidder at his cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force.

7.27 IPR Infringement

As part of this project service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/ service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.

7.28 No employer and employee relationship

Staff deployed by the bidder/service provider shall never be deemed to be appointed by the bank nor shall they be under its service conditions.

Others- All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorize, the progress of the project at the development /customization site of the bidder or where the services are being rendered by the bidder. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder’s premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank. The bidder shall allow the Bank, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, and all the related documents.

7.29 Indemnity

The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
2. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or
3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
4. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
6. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
7. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder

7.30 No third-party rights.

No provision of the RfP the agreement that may be entered into is intended to, or shall, confer any rights on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties."

8. Annexures and Appendix

8.1 Annexure A - COMMERCIAL OFFER

(to be furnished in the Consultant's letter head)
(to be submitted in sealed envelope)

Place
Date

To:
General Manager (RiMV)
Small Industries Development Bank of India
6th Floor, Risk Management Vertical
SWAVALAMBAN BHAVAN
Plot No. C-11, G Block, Bandra Kurla Complex
Bandra (E), Mumbai- 400 051

Sir,

We the undersigned offer to provide our services for **undertaking Gap Study & Evaluation of Risk Management Framework of the Bank** in accordance with your RFP dated _____.

Our attached Commercial Offer is for the sum of ` _____ (amount in words and figures) plus applicable tax (GST, if applicable) thereon.

Our Commercial Offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period (180 days) of the proposal.

Yours faithfully,
(Name & designation, seal of the firm)
Encl: Commercial Offer in sealed envelope.

8.2 Annexure B: COMMERCIAL BID

(To be included in Commercial Proposal Envelop)

Date:

Sir,

**SUB: RFP FOR APPOINTMENT OF CONSULTANT FOR GAP STUDY & EVALUATION OF RISK
 MANAGEMENT FRAMEWORK OF THE BANK
 RFP No. 400/2019/1428/BYO/RiMD dated February 06, 2019**

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by the Bank as Consultant.

	Consultancy Fees (inclusive with all applicable taxes)
In figures (₹)	
In words (Rupees)	

TERMS AND CONDITIONS

- 1) The above quoted fee is for the entire assignment.
- 2) We undertake to deliver all the deliverables as envisaged in the proposal/agreement.
- 3) Bank will deduct tax (TDS) while releasing payment, if applicable as per the law.

Dated this day of 2019

 (Signature) (in the capacity of)
 Duly authorized to sign Proposal for and on behalf of _____

8.3 Annexure C - UNDERTAKING

(Undertaking from the bidder on Consultant's letter head)

We (and our employees) shall not, unless The Bank gives permission in writing, disclose any part or whole of this RFP document (**RFP No. 400/2019/1428/BYO/RiMD dated February 06, 2019**), of the proposal, and / or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or 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. The employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the Bank make use of any document or information given by the user, except for purposes of performing the contract award.

We shall ensure the compliance of the guidelines of Central Vigilance Commission for the purpose of selection and employment of Consultants.

In case of breach, the Bank shall take such legal action as deemed fit.

Signature and seal of authorized person

Date:

Place:

8.4 Annexure D - DETAILS OF PERSONS

Details of Persons who will form the team for the proposed assignment

1. Name of the Person :
2. Office Address :
3. E-mail ID :
4. Phone/Mobile Number Office :
5. Date since working in the Firm:
6. Professional Qualifications:
7. Present Designation:
8. Experience:

SI. No	Details of consultancy services undertaken in India	Brief Details of the consultancy services undertaken in India and the Organization where assignment was undertaken	Period	
			From	To

Note: - Format is of minimum requirements and is to be compulsorily furnished.

Respondents may furnish additional details, if any.

Dated this day of 2019.

(Signature) (In the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

8.5 Annexure: E - AUTHORIZATION LETTER FORMAT

(to be furnished in the Consultant's letter head)

Place.....
Date.....

To:
General Manager (RiMV)
Small Industries Development Bank of India
6th Floor, Risk Management Vertical
SWAVALAMBAN BHAVAN
Plot No. C-11, G Block, Bandra Kurla Complex
Bandra (E), Mumbai- 400 051

Sir,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your RFP for Appointment of Consultants for **undertaking Gap Study & Evaluation of Risk Management Framework of the Bank.**

Mr./Miss/Mrs.....is hereby authorized to attend the Bid Opening of the above RFP

Dated.....onon behalf of our organization.

The specimen signature is attested below:

(Name & Designation)
Specimen Signature of Representative

(Name & Designation)
Signature of Authorizing Authority

(Name & Designation)
Signature of Attesting Authority

Date:
Place:

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 44 of 59
	Issued on: February 06, 2019	

8.6 Annexure –F: Minimum Eligibility Bid

S.No.	Eligibility Criteria*	Documents to be submitted
1	The Bidder should be a Government Organization / Public Sector Unit / Partnership Firm/ Private Limited Company/ Public Limited Company Registered or Incorporated in India. It should not be Individual/ Proprietary Firm / HUF etc.	<ul style="list-style-type: none"> Partnership firm: Certified copy of Partnership Deed. Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. Reference of Act/Notification. For other eligible entities: Applicable documents.
2	The Bidder should have an in-house capability to take up assignment on their own. Joint and collative Bids will not be accepted	Undertaking Letter.
3	The Bidder should not have been black listed / barred / disqualified by any regulator / statutory body / Government Financial Institutions / Banks / Government / Semi-Government departments / PSUs in India .	A self-declaration by the Bidder on Bidder's letter head.
4	The Bidder should have been in profit for at least two years out of the last three years (i.e. FY 2016/ FY2017/ FY2018).	Furnish its Annual Report/ Financial Statement / Certificate signed by its Auditors in this regard to the satisfaction of SIDBI
5	The Bidder should have demonstrated capability and domain expertise in the area of Banking, Credit and Management of credit, market and operational risks, as evidenced from assignments completed for client banks/ financial institutions.	Documents indicating the scope of engagement, period of engagement, name of person in-charge on client side with contact number(s) and email ids.

6	Bidder should have adequate technical / professional staff, should already have been associated with similar support with them on permanent rolls.	A self-declaration by the Bidder on Bidder's letter head.
7	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of SIDBI / associate institutions	A self-declaration by the Bidder on Bidder's letter head.
8	The Bidder must have a currently valid GST registration certificate and PAN Card.	Self-declaration with supporting documents pertaining GST registration certificate and PAN.
9	The Respondent must have undertaken at least one similar consultancy project as defined in the Scope of Work, in any Scheduled Commercial Bank or in any All India Financial Institution (as indicated by RBI) in the last three years .	Documents indicating the scope of engagement, period of engagement, name of person in-charge on client side with contract number(s) and email ids.

8.7 Annexure G – Declaration regarding Clean Track Record

Date:

The General Manager (RiMV)

Small Industries Development Bank of India,
 SWAVALAMBAN BHAVAN,
 6th Floor, Risk Management Vertical
 Plot No. C-11, G Block
 Bandra Kurla Complex (BKC),
 Bandra (E)
Mumbai - 400 051

Dear Sir,

Declaration Regarding Clean Track Record

RFP No. 400/2019/1428/BYO/RiMD dated February 06, 2019

I/we have carefully gone through the Terms & Conditions contained in the **RFP No. 400/2019/1428/BYO/RiMD dated February 06, 2019** regarding selection of the consultant to undertake **Gap Study & Evaluation of Risk Management Framework of the Bank**.

I/we hereby declare that our Company / LLP / Firm has not been debarred / black listed by any Public Sector Bank, PSU, RBI, IBA or any other Government / Semi Government organizations in India during last five years. I/we declare that there is no disciplinary action initiated by any regulatory / statutory body against Company / LLP / Firm or Directors / Partner(s) during last 3 years. I/we further certify that I am/we are competent officer in my Company / Firm / LLP to make this declaration that my/our bid is binding on me/us and persons claiming through me/us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

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

8.8 Annexure H – Bank Mandate Form

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier: _____
Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier:

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the 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.

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 49 of 59
	Issued on: February 06, 2019	

8.9 ANNEXURE- I - Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute "**Gap Study & Evaluation of Risk Management Framework of the Bank**" as per scope defined in the Request for Proposal **RFP No. 400/2019/1428/BYO/RiMD dated February 06, 2019** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, SWAVALAMBAN BHAVAN, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

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.

Yours sincerely,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD Issued on: February 06, 2019	Page : 50 of 59
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Designation ...
Name of the Organisation ...
Seal ...

8.10 ANNEXURE J - PRE CONTRACT INTEGRITY PACT

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of -----, 2019 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at SWAVALAMBAN BHAVAN, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

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

WHEREAS the BUYER proposes to appoint a consultant to undertake **Gap Study & Evaluation of Risk Management Framework of the Bank** and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 51 of 59
	Issued on: February 06, 2019	

BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

Commitments of the BUYER

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

Commitments of BIDDER

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-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 the BUYER, connected directly or indirectly with bidding

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 52 of 59
	Issued on: February 06, 2019	

process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.
- 3.4 The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in

connection with contract and the details of services agree upon for such payments.

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

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

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

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any

Appointment of consultant for Gap Study & Evaluation of Risk Management Framework of the Bank	RFP No. 400/2019/1428/BYO/RiMD	Page : 54 of 59
	Issued on: February 06, 2019	

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. Sanctions for Violations

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - (iii) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (iv) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 - (v) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of

five years, which may be further extended at the discretion of the BUYER.

(vi) 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.

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

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

6. Fall Clause

6.1 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.

7. Independent Monitors

- 7.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 7.2 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.
- 7.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 7.8 The Monitor will submit a written report to the designated Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to

him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11 Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity

Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this integrity Pact, at ____ on ____

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

SIDBI

Witness

Witness

1. _____

—

1. _____

2. _____

—

2. _____