



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

प्रस्ताव के लिए अनुरोध Request for Proposal

बोर्ड मूल्यांकन के लिए
सलाहकार फर्म की नियुक्ति

Appointment of Advisory Firm for Board Evaluation

भारतीय लघु उद्योग विकास बैंक
स्वावलंबन भवन, सी-11, जी ब्लॉक,
बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (पू.), मुम्बई- 400 051

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

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(निविदा सं: T001160381/2019/BYO/HRV दिनांक 14/05/2019)

(RfP No : T001160381/BYO/HRV dated 14/05/2019)

Important Information / महत्वपूर्ण सूचना

(RfP No: T001160381/2019/BYO/HRV dated May 14, 2019)

1.	Name of the Company	Small Industries Development Bank of India (hereinafter referred to as "SIDBI" or "the Bank")
2	Address for Communication	The General Manager Small Industries Development Bank of India, Human Resources Vertical, 2nd Floor, Swavalamban Bhawan Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 Website of SIDBI
		www.sidbi.in

	Activity	Date, Time & Place
3	Date of Issuance of RfP	May 14, 2019
4	Last date for written request for any clarifications	May 22, 2019 at 5.00 p.m.
5	Pre-Proposal Meeting	May 21, 2019 at 03.00 p.m. SIDBI, Swavalamban Bhawan, Bandra Kurla Complex, Bandra East, Mumbai – 400051
6	Last Date for submission of proposals	June 04, 2019 at 03.00 p.m. SIDBI, Swavalamban Bhawan, Bandra Kurla Complex, Bandra East, Mumbai – 400051
7	Opening of Technical Proposals	June 04, 2019 at 03.15 p.m. SIDBI, Swavalamban Bhawan, Bandra Kurla Complex, Bandra East, Mumbai – 400051
8	Discussion / Presentation of eligible bidders with the Evaluation Committee	Tentative date June 05-08, 2019 at 11.00 a.m.
9	Opening of commercial Proposals	Will be intimated to qualified bidders at a later date
10	Application Money	-Nil-
11	Earnest Money Deposit	INR 60,000/- (Rupees Sixty Thousand Only)
12	Independent External Monitor (IEM) appointed by the CVC	Shri. Ashok Sinha, (IAS retd.) 13 Yayati, Sect-58A, Nerul (West), Palm Beach Road, Navi Mumbai- 400706 Mob: 9821844044 e-mail: asinha51@gmail.com

Note:

1. SIDBI reserves the right to change/extend the dates without assigning any reasons thereof. Intimation of the same shall be notified on SIDBI's website
2. This proposal document is not transferable.
3. If a holiday is declared on the dates mentioned above, the proposals shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

1. Terms of RfP Response

- 1.1. This Request for Proposal (RfP) document has been prepared solely to inform potential bidders and to solicit proposals for engagement of an Advisory firm to lay down the process for evaluation of the Bank's Board and conduct an independent evaluation / review of the overall effectiveness of the Bank's Board and its Committees, on turnkey basis. The RfP document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI after completion of the selection process as detailed in Section 6 of this document.
- 1.2. While this document has been prepared in good faith, neither SIDBI nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- 1.3. This document is meant to provide information only and upon the express understanding that the recipients / bidders will use it only for the purpose set out herein.
- 1.4. The Bidders shall bear all costs associated with the preparation and submission of the Tender including but not limited to additional information required by the Bank, attendance of meeting, etc. and SIDBI will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 1.5. The Bidders must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact to that information.
- 1.6. This document constitutes no form of commitment on the part of SIDBI. Each Advisory firm / bidder acknowledges and accepts that SIDBI may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Advisory firm, not limited to those selection criteria set out in this RfP document. The issuance of RfP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review to be carried out by the bidder(s). The Advisory firms/ bidders unconditionally acknowledge by submitting their response to this RfP document that they have not relied on any idea, information, statement, representation or warrant given in this RfP document
- 1.7. SIDBI reserves the right to reject any or all the proposals without assigning any reasons thereof without thereby incurring any liability to the Advisory Firms / bidders or any obligation to inform the affected Advisory Firms / bidders on the grounds for SIDBI's action or without assigning any reasons, whatsoever. The decision of SIDBI shall be final, conclusive and binding on all the

- Bidders/parties directly or indirectly connected with the proposed process and the same shall not be questioned / challenged.
- 1.8. SIDBI may be notified of any omission / discrepancy in the RfP before the closure of proposal. If required, SIDBI may thereafter modify the RfP. The modified RfP would be hosted on SIDBI's website.
 - 1.9. SIDBI also reserves the sole right for carrying out any amendments/ modifications / changes including any addendum to this RfP. Such amendments / modifications / changes including any addendum to this RfP shall be notified on SIDBI's website www.sidbi.in and these will be binding on the bidders.
 - 1.10. SIDBI reserves the sole right to cancel the RfP at any stage without assigning any reason.
 - 1.11. Before submitting the Proposal, the bidders are requested to carefully examine the Proposal Documents, Terms & Conditions of RfP, Specifications and if there is or appears to be any ambiguity therein; they should immediately refer the matter to SIDBI, for clarification.
 - 1.12. Any Proposals received by SIDBI after the deadline for submission of proposal prescribed by SIDBI will be summarily rejected and returned unopened to the Advisory firm/ Bidders. SIDBI shall not be responsible for any delay or non-receipt/ non-delivery of the documents.
 - 1.13. From the time the proposals are opened, bidders should not contact SIDBI or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the proposals.
 - 1.14. All submissions, including any accompanying documents, will become the property of SIDBI. The bidder shall be deemed to have licensed, and granted all rights to SIDBI to reproduce the whole or any portion of their submission for evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for any resulting RfP process, notwithstanding any copyright or other intellectual property right of the recipient / bidder in the submission or accompanying documents.
 - 1.15. In submitting a proposal, bidder understands that SIDBI will determine at its sole discretion which proposal, if any, is accepted. Bidder waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection. SIDBI reserves the right to engage any bidder whose proposal is deemed to be advantageous in meeting the specifications of the RfP.

- 1.16. Communication on the RfP:** Recipients are required to direct all communications for any clarification related to this RfP, to the RfP Coordinator mentioned below:

Human resources Vertical, hrv_RfP@sidbi.in

Shri Pradyumna Kumar Choudhury, DGM, 022-67221331

Shri Gautam Kumar, AGM, 022-67531338

Smt. Rashmi Ranjan, AGM, 022-67531247

All queries relating to the RfP, technical or otherwise, must be sent by email only and will be entertained by SIDBI only in respect of the queries received upto the date and time specified in the section 'Important Information'. SIDBI will respond to all the queries in the pre-proposal meeting.

SIDBI may, in its absolute discretion seek, but being under no obligation to do so, additional information or material from any bidders after the closure of RfP and all such information and material provided will be taken to form part of that bidder's response.

- 1.17. RfP Validity period:** RfP responses will remain valid and open for evaluation according to their terms for a period of at least 90 days from the date of Financial Proposal opening. The Bank shall also have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidder for future requirements on the rates finalized in this processing for various items/activities as described in the financial bid, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension period of validity.
- 1.18. Appointment period:** The selected Advisory Firm after the evaluation process would be appointed with the Bank for a period, as considered necessary for successful delivery of the project. This will be based on mutual discussions between the selected Bidder and the Bank.

2. Background

2.1. The Organisation

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, is 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 mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, Development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over time, aim to meet requirements of MSME sector which spans a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

Since its inception, SIDBI has been playing an active role in promoting MSME sector and provided direct and indirect support to entrepreneurs across the journey of setting up and scaling of their enterprises. SIDBI has promoted subsidiaries and associates (CGTMSE, ACUIE Rating, MUDRA, RXIL, SVCL, ISARC, and ISTSL amongst others) and have been playing a critical role in facilitating the development of the MSME ecosystem.

SIDBI provides its services through a network of offices located all over India. Detailed information on the functions of SIDBI is provided on the website www.sidbi.in.

The Shares of SIDBI are held by the Government of India and twenty- nine other institutions / public sector banks / insurance companies owned or controlled by the Central Government.

2.2. Board of SIDBI

The general superintendence, direction and management of affairs and business of SIDBI vests in a Board of Directors which is responsible for the formulation of the business strategy and carrying out the mandate as enshrined in the SIDBI Act, 1989. The constitution of the Board includes a Chairman & Managing Director appointed by the Central Government, two Whole-time Directors appointed by the Central Government, other nominees of Central Government, shareholders etc, and other independent directors; including experienced professionals from various fields of industry. The Bank strives for creating and maintaining a dynamic and fluid Board, to navigate the efforts forward in its endeavor of synergizing MSME sector in India.

3. Terms of Engagement

3.1. Scope of Work for Advisory Firm

The purpose of this RfP is to invite proposals for engagement of an Advisory firm to lay down the process for evaluation of the Bank's Board and conduct an independent evaluation / review of the overall effectiveness of the Bank's Board and its Committees, on turnkey basis. The evaluation / review would provide an opportunity to align and prioritize the Board's focus on critical issues. The outcome of the evaluation / review would also help enhance the Board's overall effectiveness through improved dynamics and strengthened processes. The Bank, for this purpose, invites proposals from competent firms who are interested in participating in this RfP and must fulfil the eligibility criteria mentioned under **Annexure III** and also in a position to comply with the technical requirement mentioned and submit the required proposal as per the RfP. Apart from the above, the Bidder must also agree to all the terms & conditions mentioned under this RfP. The scope of such work may include, but not limited to, following aspects:

- a) Lay down the process and parameters for evaluation of the Bank's Board,
- b) As part of the evaluation exercise, conduct in depth interviews with individual Board members,
- c) Gather additional insights through observation of Board meeting proceedings and/or analyzing the minutes of Board meetings,
- d) Analyze findings and share preliminary feedback,
- e) Conduct a Board alignment workshop,
- f) Define the Board Vision as an outcome of the Board Alignment workshop.
- g) Agree on the Action Plan for the Board,

Timeframe of the assignment:

As considered necessary for successful delivery of the project, based on mutual discussions between the selected Bidder and the Bank.

Final outputs (i.e., Reports, analysis etc) that will be required:

1. Board Evaluation Mechanism etc
2. Final report of the review findings & recommended Action Plan
3. Board Alignment Workshop Report
4. Board Vision document (based on the Alignment workshop)

3.2. Subcontracting

The services offered to be undertaken in response to this RfP shall be provided by the Advisory Firm directly employing their employees, and there shall not be any subcontracting done by the Advisory Firm.

3.3. Substitution of Programme Team Members

The selected Bidder is expected to deploy appropriate quality and number of resources for providing services to SIDBI. The strength and quality of team will be specifically evaluated during the evaluation for each assignment. Any substitution or change in the team members shall be done with the prior permission of SIDBI and the Advisory Firm shall be required to provide suitable alternatives agreeable to SIDBI at its own cost.

3.4. Confidentiality

This document contains information confidential and proprietary to SIDBI. Additionally, the selected Advisory Firms shall be exposed by virtue of the contracted activities to the internal business information of SIDBI. Disclosures of receipt of this RfP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Advisory Firms, premature termination of the Engagement, and / or legal action against the Advisory Firms for breach of trust.

Selected Bidder shall have to sign a legal non-disclosure agreement with SIDBI before starting any project.

The Advisory Firm (and its employees) shall not, unless SIDBI gives permission in writing, disclose any part or whole of this RfP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by SIDBI (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 or the third party engaged by the bidder shall maintain strict confidentiality.

The Advisory Firm, its employees and agents shall not, without prior written consent from SIDBI, make any use of any document or information given by SIDBI or its authorized personnel, except for purposes of performing the contract award. In case of breach, SIDBI shall take such legal action as it may be advised. The Advisory Firm has to maintain confidentiality even after completion/ termination of the Engagement.

3.5. Single Point of Contact

The Bidder selected for Engagement should have a local office in India, preferably in Mumbai Metropolitan Region and/or Lucknow and has to

provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no.etc.

3.6. Authorised Signatory

The selected Advisory Firm shall indicate the authorized signatories who can discuss and correspond with SIDBI, with regard to the obligations under the process. The selected Advisory Firm shall submit at the time of submitting the proposal, a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with SIDBI. **The Advisory Firm shall furnish proof of signature identification for above purposes as required by SIDBI.**

3.7. Publicity

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

3.8. Payment

The payment terms and schedule of the Advisory services would be agreed with the successful bidder based on mutual discussion between the successful bidder and the management. This would be linked to the sign-off provided by the Bank on the following deliverables:

- 50% on Preparation of final report of the evaluation findings & recommending Action Plan
- 20% on Conducting Board alignment workshop
- 20% on Preparation of Board Vision Document
- 10% balance on completion of assignment

3.9. Expenses

SIDBI shall not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the fees as per the final price of the successful Advisory Firm mentioned in the commercial proposal stage of any intervention.

3.10. Adherence to Standards

The bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. It should also ensure that it has complied with all required legal compliances and it also has the necessary permission and licenses to do the job as Advisory Firm.

The Advisory Firm will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of contract if discrepancies/ violations are observed. SIDBI reserves the right to ascertain information from the other institutions to which the

bidders have rendered their services for execution of similar projects. Such feedback from high ranking officials would also form part of bidder selection and any strong adverse comment/action about product or service would make the bidder ineligible for further assessment/processing.

3.11. Professionalism

The selected Bidder should provide professional, objective and impartial advice at all times and hold SIDBI's interests paramount and should observe the highest standard of ethics while executing the assignment. It should strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

3.12. Solicitation of Employees

The selected Bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

3.13. Statutory authority obligations, notices, fees & charges

The Advisory Firm shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or byelaw of any relevant authority which has any jurisdiction with regard to the assignment.

The selected Bidder would comply with all Applicable Laws as they relate to its performance under this RfP. This RfP shall be governed, interpreted by and construed in accordance with the laws of India.

3.14. Assignment

Neither the Engagement nor any rights granted under the Engagement shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the prior written consent of SIDBI.

If an selected Bidder undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. the service level agreement executed with the Advisory Firm after award of purchase order shall be considered to be assigned to the new entity and such an act shall not affect the rights of SIDBI under the executed service level agreement.

3.15. Dispute Resolution

SIDBI and the selected Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Engagement. If after 30 days from the commencement of such informal negotiations, SIDBI and the Advisory Firm have been unable to resolve amicably an Engagement dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the Engagement, shall be referred to sole Arbitrator appointed by SIDBI and the award of the arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be at Lucknow/Mumbai only. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.

3.16. Termination

The Bank shall have the option to terminate this RfP and/ or any subsequent agreement and/ or any particular order, in whole or in part by giving selected Bidder at least 90 days prior notice in writing. It is clarified that the selected Bidder shall not terminate this RfP & the subsequent Agreement for convenience.

However, the Bank will be entitled to terminate this RfP and any subsequent agreement,

- if selected Bidder breaches any of its obligations set forth in this RfP and any subsequent agreement and such breach is not cured within ninety (90) Days after Bank gives written notice; or
- if such breach is not of the type that could be cured within ninety (90) Days, failure by selected Bidder to provide Bank, within ninety (90) Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

This RfP and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty-one (21) days;

- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up

The selected Bidder understands the strategic importance of this Project and that it would require tremendous commitment of technical resources for the same from the selected Bidder for the tenure of this RfP and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this RfP and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) weeks, after the completion of the notice period. During this period, the selected Bidder shall continue to provide the Deliverables and the Services in accordance with this RfP and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the RfP and subsequent Agreement, the Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of the Agreement, the Bank shall pay to the selected Bidder, within fifteen (15) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this RfP and subsequent Agreement, the rights granted to the selected Bidder shall immediately be terminated.

- Upon the Bank's request in writing, the selected Bidder shall be under an obligation to transfer to the Bank or its designee(s) the Deliverables being used by the selected Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

3.17. Order Cancellation

The Bank will provide the selected Bidder a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected Bidder through a letter or mail correspondence. The 90-day time period will commence from the day the Bank has sent such correspondence to the selected Bidder.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the selected Bidder.

- Discrepancy in the quality of service/security expected during the implementation, rollout and subsequent maintenance process.
- Failure of the selected Bidder make good the situation within the remedy period
- The selected Bidder commits a breach of any of the terms and conditions of the RfP/ contract.
- The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order cancellation, any payments made by the Bank to the selected Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the selected Bidder.

3.18. Indemnity

The selected Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") 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:

- The Bank's authorized/ bona fide use of the deliverables and /or the Services provided by the selected Bidder under this RfP; and/or
- an act or omission of the selected Bidder and/or its employees, in performance of the obligations under this RfP; and/or
- claims made by employees who are deployed by the selected Bidder, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non- provision of statutory benefits by the selected Bidder to its employees
- breach of any of the term of this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Bidder under this RfP; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the selected Bidder contained in this RfP; and/ or
- Negligence or gross misconduct attributable to the selected Bidder or its employees.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RfP and subsequent agreement by the selected Bidder.

3.19. Corrupt and Fraudulent Practices

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

- “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 Advisory Firms (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 selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

3.20. Violation of Terms

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RfP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

3.21. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at Lucknow/Mumbai only.

4. Process of Selection

4.1. Pre-qualification

- This enquiry is in the nature of Request for Proposal (RfP) intended to result in the selection of an Advisory firm who has an established track record of providing all of the services relating to evaluation of the Board and as defined in the Scope of Work as at Sl.No.3.1.
- Advisory firms and companies satisfying the eligibility criteria to apply for Engagement are eligible and invited to submit Proposal for RfP as per **Annexures**.
- A list of the Eligibility Criteria is given in **Annexure III**.
- All responses shall be evaluated to validate compliance of the bidders according to the eligibility criteria as mentioned above as per format and supporting documents mentioned against each clause.
- SIDBI reserves the right to enhance any of the eligibility criteria to arrive at a ranking of applicants as per these criteria to restrict the number of Advisory Firms.

Note:

- a. Cut-off date for the eligibility criteria mentioned at clause 4.1 to be taken as May 14, 2019 unless otherwise specified.
- b. Documentary evidence must be submitted for each criterion.
- c. Banks refer to Banks in India only and exclude RRBs and Cooperative Banks.
- d. .

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

Sr. No.	Document Required
i)	Ownership and nature of entity (public, partnership, subsidiary etc) details
ii)	Income Tax returns for past three years.
iii)	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to discuss /sign on behalf of the bidder (refer point 3.6 for details).
iv)	Proof of address of Registered office.
v)	Service Tax Registration Certificate / GST Registration Certificate

- ✓ SIDBI reserves the right to ask for additional / alternate documents from the bidder.
- ✓ Non - submission of any of the specified documents by the bidder would result in rejection of the proposal.

4.2. Disqualification:

- a) SIDBI may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:
- Submitted the Proposal documents after the response deadline;
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
 - Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding 3 years;
 - Submitted a proposal that is not accompanied by required documentation or is non-responsive or incomplete;
 - Failed to provide clarifications related thereto, when sought;
 - Submitted more than one Proposal;
 - Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted;
 - Submitted a proposal with price adjustment/variation provision.

4.3. Liability to furnish the Information

The Bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the RfP. Failure to furnish all the necessary information as required by the RfP on submission of a proposal not substantially responsive to all the aspects of the RfP shall be at Bidder's own risk and may be liable for rejection.

4.4. Adherence to terms and conditions

Bidders who wish to submit their responses to this RfP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RfP. If the responses contain any extraneous conditions put in by the bidders, such responses may be disqualified and may not be considered for the selection process.

5. Submission of Proposals

5.1. The response to the RfP:

The response to the RfP should be submitted in sealed envelopes giving full particulars in the manner specified in the points below. The envelope should reach on or before the timeline mentioned in the Important Information for RfP given at beginning of this RfP at page no 3.

5.2. RfP response documents:

- The Bidders should submit 2 printed copies of the proposal and a non-rewritable CD / pen drive as a single file in PDF format containing the Proposal along with all annexes and forms/letters.
- All pages of the proposal must be sequentially numbered and shall be initialed by the Authorized Representative of the Bidder.
- The proposal should not contain any pricing information whatsoever on the services offered, except in Financial Proposal as specified.
- The RfP response document should be submitted to the Bank in duplicate i.e. two sets of envelopes (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/ DUPLICATE as applicable in each envelope set. In case of any discrepancy, the ORIGINAL will be treated as the final for the purpose of evaluation of the Technical Proposal.
- The Bidder shall seal each set in one outer and three inner envelopes
- The outer envelope shall be addressed to
The General Manager
Small Industries Development Bank of India,
HR Vertical, 2nd Floor
Swavalamban Bhawan
Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051
- Marked clearly: Proposal for – “**Appointment of Advisory Firm for Board Evaluation**”
- An inner envelope shall contain the non-rewritable CD / pen drive with the soft copy of the proposal in the pdf format.
- The e-mail address and phone/fax numbers of the Bidder should also be indicated on the sealed envelope and the Proposal.

ENVELOPE 1: (Eligibility Criteria): The requisite certificates and documents supporting the eligibility criterion should be submitted as per **Annexure III** in Envelope – 1 separately to the Bank address as specified.

Format for Technical Proposal

The Technical Proposal (included in Envelope-2) should be made in an organized, structured and neat manner. Brochures/ leaflets should not be submitted in loose form.

The suggested format for submission of the Technical Proposal is as follows:

- 1) Earnest Money Deposit (EMD) – Demand Draft kept in separate cover
- 2) Offer covering letter as per **Annexure I**
- 3) Approach, Methodology and Work plan as per **Annexure IV**
- 4) Proposed Team Profile as per **Annexure V**
- 5) Staffing Schedule as per **Annexure VI**
- 6) Proposed List of Key personnel as per **Annexure VII**
- 7) Undertaking as per **Annexure IX**
- 8) Declaration on Conformity with Hard Copy as per **Annexure X**
- 9) Comments on the Terms of Reference/ RfP
- 10) A copy of the RfP along with the addendum (if any) duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions, should be included in Envelope-2.

ENVELOPE 2: Technical Proposal - 1 Hard Copy and Soft Copy

The Technical proposal should be submitted in the form of one hard copy and one soft copy. Hard Copy should be placed in a sealed envelope super-scribed as "TECHNICAL PROPOSAL". Soft Copy should be submitted in a CD in a sealed envelope marked "SOFT COPY OF TECHNICAL PROPOSAL". These two sealed envelopes must be placed in a single sealed envelope super-scribed as "Technical Bid: Appointment of Advisory Firm for Board Evaluation".

The Technical Proposal should be complete in all respects and should contain all information as specified in the RfP, with the exclusion of the Financial Proposal. The Technical Proposal should not contain any price information; any firms disclosing the Financial Proposal information in the Technical Proposal will be summarily rejected. One hard copy of the Technical Proposal should be submitted and one soft copy (both in one closed envelope to the Bank marked as Hard Copy and Soft Copy respectively). The Technical Proposal should indicate the ideas, solutions and processes suggested in 'Scope of Advisory'.

All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the firm. The number should be unique serial number across the document. The Bidder should provide documentary evidence of the authorised signatory for the purpose of this RfP.

The RfP response shall be in the English language only. The contact name, email ID and telephone numbers (mobile & landline) of the Advisory firm shall also be indicated on the sealed cover.

EMD (DD) and RfP price (DD) should be placed in the original Technical Proposal submitted to the Bank.

Format for Financial Proposal:

The Financial Proposal needs to be provided in the template provided in **Annexure VIII**. The Financial Proposal should be submitted in the form of one hard copy. Hard Copy should be placed in a sealed envelope super-scribed as "FINANCIAL PROPOSAL". The three sealed envelopes containing the Eligibility Criteria, Technical Proposal and Financial

Proposal must be placed in an outer sealed envelope super-scribed as "Appointment of Advisory Firm for Board Evaluation".

Kindly note that the Financial Proposal and Technical Proposals must be submitted separately in different envelopes as specified above. It is reiterated that if any envelope is found to contain both Technical and Financial Proposals, such offers will be rejected by the Bank. The Technical and Financial Proposals should not be conditional in any manner; any conditional Financial Proposal responses shall be rejected by the Bank.

The THREE SEPARATE sealed envelopes containing the Eligibility Criteria (as per **Annexure-III**), Technical Proposal, Financial Proposal must be submitted in three separate covers to the Bank directly as under:

- ENVELOPE-1: Eligibility Criteria as per **Annexure III**.
- ENVELOPE-2: Technical Proposal: (1 Hard Copy and 1 Soft Copy)
- ENVELOPE-3: Financial Proposal (1 Hard Copy)

Each of the above set of the Proposal must be labelled with the following information:

1. Technical/ Financial Proposal as applicable
2. RfP Reference Number and Date
3. Name of the firm
4. Whether Original/ Duplicate

IMPORTANT POINTS TO BE NOTED

a) The sealed bid envelopes should be delivered to the RfP Co-ordinator at the postal address mentioned in the point "Important Information". The Bank has nominated the RfP Co-ordinator to manage the bid process on behalf of the Bank.

b) All the queries and communication must be addressed to the RfP Co-ordinator from the Bank.

c) All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.

d) All letters must be addressed to the RfP Co-ordinator.

e) Only one submission of the RfP response by each Bidder will be permitted. In case there are multiple submissions by the same organization, the first submission will be treated as final by the Bank for the purpose of evaluation of responses). All responses would be deemed to be irrevocable offers/proposals from the Bidder and may if accepted by the Bank form part of the final contract between the Bank and selected Bidder.

f) Unsigned responses would be treated as incomplete and are liable to be rejected.

2.12 Earnest Money Deposit

- The Bidder will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the Bank in the section on "Important Information". The Earnest Money Deposit is required to protect the Bank against the risk of Bidder's conduct.
- The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favouring

“SIDBI” payable at Mumbai. Any bid not secured in accordance with the above will be rejected by SIDBI as non-responsive.

- The earnest money deposit of a Bidder may be forfeited by the Bank if the Bidder withdraws its bid during the bid validity period.
- Unsuccessful Bidders who has not been selected–The EMD will be returned by the Bank within four weeks from closure of the selection process. No interest or any other charges/ claim/ counter claim shall be paid on EMD to Unsuccessful Bidders.
- Security Deposit payable by the Successful Bid Winner – The successful bidder has to deposit with the Bank an amount of ` 7,500/- + 5% of the Contract Value towards security deposit for the entire period of the contract, within 15 days from the date of communication about selection as a Bidder by the Bank. The selected Bidder’s Earnest Money Deposit will be adjusted against the security deposit requirement. The EMD of the selected Bidder may be forfeited if the selected Bidder fails to furnish security deposit within 15 days from the date of communication about selection by the Bank.
- **Financial Proposal**

The Financial Proposal should contain all relevant price information, covering total price (inclusive of professional fees, cost of undertaking the assignment, travelling allowance, halting allowance, out of pocket expenses and all other expenses) and should not contradict the Technical Proposal in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges and cess of any type, including GST. The Bank is not responsible for the arithmetical accuracy of the bid. The Bidder will have to ensure all calculations are accurate. The Bidders will bid for the entire duration of the contract. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the Bidder or changes in the commercial offer for any such assumptions.
- Applicant should quote fees as per the **Annexure VIII** format provided by the Bank while submitting the Financial Proposal.
- The proposal should be prepared in English in MSWord / Excel/ PDF format. All correspondence will be in English. All forms may please be filled in Arial 12 Font in double spacing format. The Proposal shall be typed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the bidder to bind the bidder to the process. The person or persons signing the Proposals shall initial all pages of the Proposals. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Proposals. SIDBI reserves the right to reject the Proposals not conforming to the above.
- The Bidder shall submit the Proposal properly in a file ensuring that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as "Page #".

- It should be noted that in case of any discrepancy in information submitted by the Bidder in hard-copy and soft-copy, the hard-copy will be given precedence.
- Only one submission of the RfP response by each bidder will be permitted. In case of multiple submissions by the bidder, the first submission made will be given precedence.
- Submission by Fax transmission or emails is not allowed and will be considered invalid.

5.3. Rules for responding to this RfP

- i. The Bidders should use the formats prescribed by SIDBI in submission of the RfP Response.
- ii. All responses received after the due date/ time as per schedule mentioned in the 'Important Information for RfP' given in the beginning of the RfP would be considered late and would be liable to be rejected.
- iii. Documents not required as part of the RfP should not be provided.
- iv. Unsigned responses would be treated as incomplete and are liable to be rejected. The proposals once submitted cannot be withdrawn/ modified after the last date for submission of the proposals unless specifically permitted by SIDBI.
- v. SIDBI reserves the right to not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- vi. Bidders at no point in time can excuse themselves from any claims by SIDBI whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RfP circulated by SIDBI. Bidders shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RfP.
- vii. If related parties (as defined below) submit more than one Proposal then both/all Proposals submitted by related parties are liable to be rejected at any stage at SIDBI's discretion:
 - a. Proposals submitted by the holding company and its subsidiary.
 - b. Proposals submitted by one or more companies having common director/s.
 - c. Proposals submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
 - d. Proposals submitted by one or more companies in the same group of promoters/ management.
 - e. Any other proposal in the sole discretion of SIDBI is in the nature of multiple proposals.

6. Evaluation of Proposals

6.1. Opening of Proposals

The proposals received within the prescribed date and time will be opened as per schedule mentioned in the 'Important Information for RfP' given in the beginning of the RfP. During the opening of the proposals, the Bidders can depute an authorized representative (only one) to attend the proposal opening process. No separate information will be given in this regard to the bidders for deputing their representatives. The representative has to submit an authority letter duly signed by the Advisory firm, authorizing him to represent and attend the Proposal opening on behalf of Advisory firm. The authorised representative, having photo identification, shall sign a register of attendance. However, proposals would be opened even in the absence of any or all representatives of the bidders.

6.2. Evaluation Committee

The proposals will be evaluated by Bank's Evaluation Committee based on the proposal submitted by the Bidders. The evaluation committee shall evaluate the responses to the RfP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence would lead to rejection of the proposal

The decision of the Evaluation Committee in the evaluation of responses to the RfP shall be final.

6.3. Preliminary Scrutiny

Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Proposals are complete, whether the documents have been properly signed, whether any computational errors have been made, and whether the Proposals are generally in order. Proposals not conforming to such preliminary requirements will be *prima facie* rejected.

6.4. Conformance to eligibility criteria:

Proposals conforming to preliminary scrutiny requirements will be checked by a Committee for conformance with the eligibility criteria stated in the **Annexure III**. Only firms that fulfil ALL the eligibility criteria as mentioned in the **Annexure III** are eligible to participate in this Bid. The bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Advisory firms fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Bank's discretion on 'Eligibility Criteria' is final.

6.5. Technical Evaluation:

The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find "Highest scoring Firms" as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank however retains the right to lower the cut off score by 10 marks, if adequate number of bids does not qualify with the minimum score specified above.

A list of Key personnel to be deployed for the project to be furnished with details of Name, Age, Qualification and Experience in **Annexure VII**. Kindly note that the team proposed in the Technical Proposal will need to necessarily be made available to the Bank for delivery assignment. During the course of the presentation, the Bank has the right to interview the personnel, to decide to deploy in the project or not. The Bank shall reserve the right to seek the change of Resource personnel in case of need.

A presentation before the Evaluation Committee of the Bank is to be made by the eligible firms on the understanding of the key alignment issues and opportunity areas for increasing Board effectiveness, proposed Methodology and Approach to be adopted, time frame for conducting the Board evaluation and implementing recommended actions and proposed team. The technical capabilities and competence of the Board Advisory firm should be clearly reflected in the presentation.

Based on the details submitted by the Board Advisory firms in the Technical Proposal and the presentation made by them before the Evaluation Committee of the Bank, the Technical Evaluation of the eligible firms will be carried out as furnished below:

Evaluation criteria	Weightage
Understanding of SIDBI's Board, appreciation of its strategic context and perspective on key considerations before the Board	10%
Experience of conducting Board evaluation/reviews in India and across the globe (including access to global board benchmarks and best practices)	35%
Proposed Approach, Methodology and Work Plan	25%
Profile of the Team Leader and Team Members leading the assignment	30%

Techno-commercial evaluation criteria

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This will be a techno commercial evaluation and accordingly the Technical evaluation will have 75% weightage and Commercial evaluation shall have 25% weightage. These weightages shall be taken into consideration for arriving at the successful Board Advisory firm. The evaluation methodologies vis-a-vis the weightages are as under:

The overall score will be calculated for all technically qualified firms using the following formula:

$$S = (T/T \text{ High} \times 75) + (C \text{ Low}/C \times 25)$$

Where:

S = Score of the Firm

T = Technical score of the firm

T High = Highest Technical score among the firms

C = Quote as provided by the firm (please refer to **Annexure VIII**) C

Low = Lowest Quote of C among the firms

The firm securing the highest score becomes the successful firm.

For example – There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A*100.

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

A “Combined score” will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes with a weightage of 75% for the Technical Proposal and 25% for the Financial Proposal as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has highest Combined Score.

Sr. No.	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR(C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	69	$95/95 \times 75 = 75.0$	$60/69 \times 25 = 21.7$	$75.0 + 21.2 = 96.7$
2	B	85	65	$85/95 \times 75 = 67.1$	$60/65 \times 25 = 23.1$	$67.1 + 23.1 = 90.2$
3	C	90	60	$90/95 \times 75 = 71.1$	$60/60 \times 25 = 25.0$	$71.1 + 25.0 = 96.1$

In the above example Bidder A with highest score becomes the successful bidder.

For the purpose of Technical Proposal and Financial Proposal, the comprehensive proposal (covering domestic and international presence) as submitted by the Bidders will be considered for evaluation purposes.

However, kindly note that the Bank reserves the right to finalize and if deemed necessary, focus on only the domestic presence of the Bidder (and excluding the international presence) from the scope of work, as decided by the Bank. The Bank's decision is FINAL in this regard. The fees payable to the selected Bidder will be determined as per the scope of work finalized by the Bank.

6.6. Notification of Outcome

Bank will notify the Bidder who have been engaged either in writing or by email as soon as practicable. Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of SIDBI shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the RfP process and the same shall not be questioned / challenged.

Annexure I: Technical Proposal Covering Letter

(To be submitted on Bidder's letter head)

Date:

To,

The General Manager

Small Industries Development Bank of India,

HR Vertical,

Swavalamban Bhawan

Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E),

Mumbai - 400 051

Sub: RfP Reference No. RfP : T001160381/2019/BYO/HRV dated May 14, 2019. Appointment of Advisory Firm for Board Evaluation

Having examined the above RfP including all **Annexures**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RfP in accordance with the Prices indicated in the Commercial Offer and made part of this Bid.

If our Offer is accepted, we undertake to provide service as a firm as per the timelines defined by the Bank from the date of commencement of services.

We agree to abide by this offer till 90 days from the date of Financial Proposal opening and our offer shall remain binding upon us and may be accepted by the Bank any time before expiry of that period.

Until a formal contract is prepared and executed, this offer together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

We confirm that our Company / firm has not been black listed/ debarred by any Government Financial Institutions/Banks/ RBI/ Government/ Semi-Government departments/ PSUs in India.

We confirm that our Company/ firm do not have any pecuniary liabilities nor any judicial proceedings or any restraint restricting us in fulfilling the Advisory services.

We understand that the Bank is not bound to accept the offer and the Bank has right to reject the offer in full or part without any assigning any reasons, whatsoever.

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

Attachment :

Sr. No.	Document Required
i)	Ownership and nature of entity (public, partnership, subsidiary etc) details
ii)	Income Tax returns for past three years.
iii)	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to discuss /sign on behalf of the bidder (refer point 3.6 for details).
iv)	Proof of address of Registered office.
v)	Service Tax Registration Certificate / GST Registration Certificate

Annexure II: Letter of Authorization to Bid

(To be submitted on Bidder's letter head)

Date:

To,

The General Manager

Small Industries Development Bank of India,
HR Vertical,
Swavalamban Bhawan
Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051

SUB: Authorization Letter for submitting bid documents. Sub: Your
RfP:T001160381/2019/BYO/HRV dated May 14, 2019

Dear Sir,

This has reference to your above RfP for Appointment of Advisory Firm
for Board Evaluation.

Mr./Ms. is hereby authorized to sign the bid documents and the
contract on behalf of our organization for the given scope of work vide
the Bank's Request for Proposal. He/ She is also authorized to take
decisions on behalf of the organization till the RfP process is
completed.

Certified photocopy of Power of Attorney (PoA) of the person
authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of
Contract for the goods and services offered for supply by the above
firm against this RfP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of
authorized Signatory/ authority is to be submitted)

Note:

1) This letter of authority should be on the letterhead of the principal
on whose behalf the proposal is submitted and should be signed by a
person competent and having the power of attorney to bind the
principal. It should be included by the Bidder in its proposal.

Annexure III: Eligibility Criteria

Sr. No.	Details	Supporting Documents to be submitted
1	The Bidder should have been in operations in India at least since April 01, 2016 with the ability to service the client across India and should have a local office in India, preferably in Mumbai Metropolitan Region and/or Lucknow. The Bidder should be a Government Organisation/ Public Sector Undertaking/ Public Limited Company / Private Limited Company/ Limited Liability Partnership/ Partnership Firm. It should be registered or incorporated in India. It should not be an Individual / Proprietary Firm / HUF etc. ^	Certificate of Incorporation/ Documents of Constitution/ Certificate of Registration
2	The Bidder should have an established business/practice of providing Board advisory/evaluation services.	Please indicate no. of years of Board advisory/ evaluation services, no. of executives in the team and no./list of Assignments handled (details may be provided as per format at Annexure XII: Format for Relevant Engagements).
3	The Bidder should have tangible positive net worth during the last 3 immediate consecutive financial years (2015-16, 2016-17, 2017-18)	Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years with audit reports and notes on accounts.
4	The Bidder should not be owned or controlled by any Director or Employee of SIDBI (or their Relatives)	Self-Declaration by the Bidder on Company's letter head (Annexure XIII)
5	The Bidder should not have been penalised or found guilty in any court of law and the Advisory Firm shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation since April 2014 to till the date of submission of the Proposal, that may have impact or compromise the delivery of services required.	Self- Certification by the Bidder on Company's letter head to be provided. However, SIDBI would have the right to independently verify the same. (Annexure XIV)
6	The company / firm has not defaulted to any Bank within the jurisdiction of India	CIBIL report of the company / firm.

Note:

- a. ^ Government-owned and semi-government enterprises may participate, only if they are legally and financially autonomous.
- b. The parent company of any subsidiary company which is seeking qualification on the financial strength of its parent, would have to-
 - i. provide all the details/documents regarding itself as indicated in the list of the Pre-Qualification Criteria above.
 - ii. give a written undertaking that it would bear all financial or contractual liabilities of the subsidiary with regards to this RfP.
 - iii. give a written undertaking that its technical capabilities/ resources would be available to the subsidiary company as and when required by SIDBI.

Annexure IV: Approach, Methodology and Work Plan

The firm should submit the Approach, Methodology and work plan in one integrated document. The submission should highlight firm's analysis of the current issues before SIDBI and likely solutions to address these. It should highlight the proposed approach and methodology for delivery of the assignment proposed given the understanding of the Bank. The work plan should also cover ideas for institutionalization of change with clearly defined timelines, milestones and deliverables. Team structure and staffing pattern should be highlighted clearly in the light of the Bank's stipulation for deploying an experienced team with the requisite skill sets to deliver the scope of the assignment.

The project scope and timelines are as defined in the RfP.

[Signature of the Authorized Signatory]

[Name:]

[Designation:]

[Date:]

[Seal of Bidder:]

Annexure V: Team Profile

Profile of Proposed Team Leader and other Senior Team	
Name	
Present Designation	
Qualifications	
Nationality	
Total Work experience	
Language proficiency	
Areas of expertise relevant to the RfP	
Role in the proposed project	
Tasks assigned	

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

Annexure VI: Staffing Schedule for the Duration of the Project

Proposed Staffing for the assignment:

Sl. No		Phase 1	Phase 2
1.	Name of the key Team Leader with time allocation (in %age)		
2.	No. of staff deployed for fulltime onsite		

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

Annexure VII: Proposed list of Key Personnel

SI.No	Name	Age	Qualification	Experience relevant to RfP	Proposed Role in the Team
1					
2					

A list of key personnel to be deployed for the project to be furnished with details as per the table above.

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

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

Annexure VIII: Financial Proposal Format

S. No.	Scope of Work	Total Fee (INR)
1	Total Professional Fees for scope of work as defined in the RfP:	
	GST / Applicable Taxes	
	Total	

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

Annexure IX: Undertaking

(To be submitted on Bidder's letter head)

Date:

To,

The General Manager

Small Industries Development Bank of India,
 HR Vertical,
 Swavalamban Bhawan
 Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E),
 Mumbai - 400 051

Dear Sir,

- 1) Having examined the RfP including all Annexes and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned qualify under the minimum eligibility criteria and offer to provide, deliver, implement and commission ALL the items mentioned in the "Request for Proposal" and the other schedules of requirements and services for SIDBI in conformity with this RfP.

Sr No	Particulars	Details
1.	Name of Advisory Firm	
2.	Registered Address	
3.	Website address	
4.	Nature of entity (partnership/ private/ public etc)	
5.	Name of Partners / Directors	
6.	Date of Incorporation	
7.	Details of authorized contact person	
	a. Name	
	b. Designation	
	c. Telephone nos	
	d. Mobile no	
	e. Email Address	
	f. Fax no	

- 2) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RfP on our own and not through any associate.
- 3) We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RfP.
- 4) We confirm that the services offered to be undertaken in response to this RfP shall be provided by the us directly employing our employees, and there shall not be any subcontracting done by us.
- 5) We hereby certify that we have provided all the information requested by SIDBI in the format requested for. The information provided is correct and true to the best of our knowledge. In case at

any stage, it is found that the information given by us is false / not correct or in a different format, SIDBI shall have the absolute right to take any action as deemed fit without any prior intimation to us.

- 5) We agree to abide by the terms of this RfP from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- 6) If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised as and when assigned in the RfP; comply with the delivery schedule as mentioned in the RfP or as mutually agreed to and agree to abide by the General Terms and Conditions.
- 7) We agree to abide by this Proposal for 90 days from the date of the Proposal opening and our Offer shall remain binding on us and may be accepted by SIDBI any time before expiry of the offer.
- 8) Unless and until a formal Agreement is prepared and executed, this RfP together with our written acceptance thereof shall constitute binding Terms and Conditions between SIDBI and us
- 9) We understand that the RfP does not commit SIDBI to reimburse the Bidders for any costs incurred in submission of this proposal. All statements in RfP and any pre-proposal negotiations, understandings and agreements resulting from RfP are preliminary; consequently, SIDBI has no obligation to us until a written contract is executed.
- 10) We agree that SIDBI is not bound to accept any Proposal SIDBI may receive.
- 11) We understand that SIDBI has the right, without assigning reasons thereof, to
 - a. Reject, amend, and modify any condition contained in the RfP
 - b. Terminate this RfP
 - c. Negotiate with one or more Bidders
 - d. Not award the assignment to any of the Bidders and / or recommence the entire process.
 - e. Empanel one or more Bidders for any reasons whatsoever.
 - f. Modify the requirements and terms of this RfP and request revised proposals from some or all of the Bidders.

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

Annexure X: Conformity with Hardcopy Letter

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Date:

To,

The General Manager

Small Industries Development Bank of India,

HR Vertical,

Swavalamban Bhawan

Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E),

Mumbai - 400 051

Dear Sir,

Sub: RfP for Appointment of Advisory Firm for Board Evaluation

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RfP") issued by SIDBI ("Bank") we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

Annexure XI: Conformity Letter

To,

The General Manager

Small Industries Development Bank of India,
HR Vertical,
Swavalamban Bhawan
Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E),

Mumbai - 400 051

Dear Sir,

Sub: RfP for Appointment of Advisory Firm for Board Evaluation

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RfP") issued by SIDBI ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RfP and the related addendums and other documents including the changes made to the original RfPs issued by the Bank shall form a valid and binding part of the aforesaid RfP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

Annexure XII: Format for Relevant Engagements

Please use the format below to provide information for which your firm was contracted for carrying out Board Evaluation related assignment(s)-

(Use separate sheet for each client)

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

(Client Certificate & copy of work order may please be attached in support of the above)

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

**Annexure XIII: Declaration: No Ownership or Control of SIDBI Directors/
Employees (or relatives)**

(On letterhead of the bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that _____(Name of bidder) is not a related party to SIDBI as per the provisions of Companies Act 2013, as amended from time to time.

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

Annexure XIV: Not penalized or Found Guilty in any Court of Law

(On letterhead of the bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN

This is to certify that the Advisory firm/company has not been penalized or found guilty in any court of Law and the firm/ company has not been blacklisted / debarred by any Central Government Ministry / Bank / RBI/ IBA / any regulatory authority since **April 2014** till the date of submission of the Proposal

Further, this is to certify that _____does not have any legal, civil, criminal, taxation and other cases pending against _____that may have any impact affecting or compromising the delivery of services required.

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder: