



भारतीय लघु उद्योग विकास बैंक  
Small Industries Development Bank of India

“प्रतिभूतिकरण प्रबन्धक / सलाहकार की नियुक्ति”

Request for Proposal  
SELECTION OF ARRANGER / ADVISOR FOR SECURITIZATION

भारतीय लघु उद्योग विकास बैंक  
सिडबी टावर, 15, अशोक मार्ग, लखनऊ – 226001  
उत्तर प्रदेश

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
SIDBI TOWER, 15 ASHOK MARG, LUCKNOW – 226001  
UTTAR PRADESH

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### Table of Contents

Section	Particulars	Page No
	Important Information	3
1	Term of RfP Response	4
2	Background on SIDBI	8
3	Terms of Reference	9
4	Process of Selection	12
5	Submission of Bids	16
6	Evaluation of Bids	19
7	General Terms and Conditions	23
8	Annexure(s)	
	Annexure – I : Undertaking regarding agreement of all terms of RFP	42-43
	Annexure – II : Format for Relevant Engagements	44
	Annexure –III : Format for Reference Letter from Client	45
	Annexure – IV : Declaration: No Ownership or Control of SIDBI Directors/ Employees(or relatives)	46
	Annexure – V : Not penalized or Found Guilty in any Court of Law	47
	Annexure – VI : Number of Full Time professionals	48
	Annexure – VII : Approach and Methodology	49
	Annexure – VIII : Resources and Staffing [Staffing certificate to be specific]	49-50
	Annexure – IX :Technical Bid Format	51
	Annexure – X : Financial Bid Format	52
	Annexure – XI : Integrity Pact	53-58
	Annexure – XII : Bank Guarantee	59-61
	Annexure – XIII : Bank Mandate Form	62
	Annexure – XIV : Non-Disclosure Agreement	63

**Important Information / महत्वपूर्ण सूचना**

(RfP No: 314/2019/1341/HO1/DCV)

1.	Name of the Company	Small Industries Development Bank of India (hereinafter referred to as "SIDBI" or "The Bank")
2	Address for Communication/ Website address of SIDBI	<b>The Chief General Manager Direct Credit Vertical</b> Small Industries Development Bank of India, SIDBI Tower, 15 Ashok Marg Lucknow – 226001 Uttar Pradesh www.sidbi.in

	Activity	Date, Time & Place
3	Date of Issuance of RFP	June 02, 2018
4	Last date for written request for any clarifications	June 08, 2018 at 5.00 p.m.
5	Pre-Bid Meeting	June 11, 2018, at 3.00 p.m. SIDBI, 15 Ashok Marg, Lucknow-226001
6	Last Date for submission of bids	June 22, 2018 at 03.30 p.m. SIDBI, 15 Ashok Marg, Lucknow-226001
7	Opening of Bids (Eligibility & Technical)	June 22, 2018 at 04.00 p.m. SIDBI, 15 Ashok Marg, Lucknow-226001
8	Discussion / Presentation of eligible bidders with the selection committee	Will be informed to the eligible bidders in due course.
9	Opening of Financial bids	Will be informed only to the qualified bidders in due course.
10	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:**

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

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## **1. Term of RfP Response**

- 1.1.** This Request for Proposal (RFP) document has been prepared solely for selection of Service Provider for structuring, arranging and executing securitization transactions for SIDBI. 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 the Bank and any successful Bidder as identified by the Bank 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 the Bank 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 consultancy firm / 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 recipients / 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 the Bank. Each recipient / bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, 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 recipients / bidders. The recipients/ bidders unconditionally acknowledge by submitting its response to this RFP document that they have not relied on any idea, information, statement, representation or warranty given in this RFP document
- 1.7.** SIDBI reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to the consultants / bidders or any obligation to inform the affected consultants / bidders on the grounds for the Bank'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 bidding process and the same shall not be questioned / challenged.

- 1.8. The Bank may be notified of any omission / discrepancy in the RFP before the closure of bid. If required, the Bank may thereafter modify the RFP. The modified RFP would be hosted on the Bank's website.
- 1.9. SIDBI also reserves the sole right for carrying out any amendments/ modification / changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on the Bank's website [www.sidbi.in](http://www.sidbi.in) and these will be binding on the bidders.
- 1.10. SIDBI reserves the sole right to cancel the RFP at any stage without assigning any reason.
- 1.11. Before tendering, the bidders are requested to carefully examine the Tender / Bid Documents, Terms & Conditions of Assignment, Specifications and if there is or appears to be any ambiguity there in, they should immediately refer the matter to SIDBI, for clarification.
- 1.12. Any Tenders / Bids received by SIDBI after the deadline for submission of tenders prescribed by SIDBI will be summarily rejected and returned unopened to the Bidders. SIDBI shall not be responsible for any delay or non-receipt/ non-delivery of the documents.
- 1.13. From the time the proposals are opened to the time of appointment, bidders should not contact the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the bids.
- 1.14. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the recipient / bidder in the submission or accompanying documents.
- 1.15. **RFP Validity period:** RFP responses will remain valid and open for evaluation according to their terms for a period of at least 180 days from the bid opening date. 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.
- 1.16. **Communication on the RFP:** Recipients are required to direct all communications for any clarification related to this RFP, to the RFP Coordinator mentioned below:

Direct Credit Vertical, [ccg@sidbi.in](mailto:ccg@sidbi.in)  
 Shri Rajiv Kumar, DGM, 0522-4261667  
 Shri Sumiran L Raj, Mgr, 0522-4261672

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

Bank may, in its absolute discretion seek, but being under no obligation to seek, 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 bidders' response.

- 1.17. Sub-contracting:** The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. The service provider may, however, outsource / sub-contract some of the non-core activities. The service provider should disclose the names of sub-contractors, if any in the bidding document. The service provider shall be solely responsible to SIDBI for all deliverables under the assignment including the outsourced / sub-contracted activities, if any and should be able to give support to the Bank 24X7. Any subsequent changes / additions / replacements of sub-contractors would require prior written consent from SIDBI.
- 1.18. Application Money:** The bidder shall submit Application Money of INR 10,000 (Rupees Tenthousand only) by way of Demand Draft issued in favour of Small Industries Development Bank of India, payable at Lucknow, which is non-refundable. The Bank may, at its discretion, reject any consultant / bidder where application money has not been furnished with the bid documents.
- 1.19. Bid Earnest Money:** The bidder shall submit Earnest Money Deposit (EMD) by way of Demand Draft or Bank Guarantee of INR 2,60,000/- (Rupees Two lakh sixty thousand only) issued by any Scheduled Commercial Bank in India, in favour of Small Industries Development Bank of India, payable at Lucknow along with the bid documents. In case of unsuccessful bidders, EMD will be returned on completion of selection process. For the successful bidder, EMD will be returned on submission of Performance Bank Guarantee as given in Section 1.20.
- The earnest money deposit or invoked Bank Guarantee amount of a Consultant may be forfeited by the Bank if the consultant / bidder withdraws its bid during the bid validity period.
- 1.20. Performance Bank Guarantee:** The selected Bidder has to provide an unconditional and irrevocable Performance Bank Guarantee of INR 11,25,000 (Rupees Eleven Lakh twenty five thousand only) from any Scheduled Commercial Bank in India towards due performance of the contract in accordance with the specifications, terms and conditions of RFP

document, within 15 days from the intimation from the Bank. The Performance Guarantee shall be kept valid upto 60 days, beyond the contract period. The EMD/Bank Guarantee of the successful bidder / consultant may be forfeited by the Bank, if the consultant / bidder fails to furnish Performance Bank Guarantee within 15 days from the date of selection by the Bank for any reason whatsoever. The cost of performance Guarantee would have to be borne by the successful bidder.

#### 1.21. Public Procurement Policy on Micro and Small Enterprises (MSEs)

- i. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- ii. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs)
- iii. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- iv. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST (if applicable) along with the tender/RFP.
- v. Bidder is required to inform its MSME status as per following definition, if applicable.

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to Rs 25 lakh	Up to Rs 10 lakh
Small	Up to Rs 500 lakh	Up to Rs 200 lakh
Medium	Up to Rs 1000 lakh	Up to Rs 500 lakh

\* \* \* \* \*

## 2. Background on SIDBI

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities.

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.

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

Since its inception, SIDBI has been playing an active role in promoting MSME sector and provided direct and indirect support to entrepreneurs across the journey of setting up and scaling of their enterprises.

SIDBI has played a very active and holistic role in the development of MSME ecosystem. It has all along been endeavouring to bring institutional solutions. In its series of digital delight initiatives involving various portals such as [www.sidbi.in](http://www.sidbi.in), [www.smallB.in](http://www.smallB.in), [www.sidbistartupmitra.in](http://www.sidbistartupmitra.in) and [www.standupmitra.in](http://www.standupmitra.in), SIDBI has positioned [www.udyamimitra.in](http://www.udyamimitra.in) as an universal enterprise loan portal. Besides credit and handholding services, portal enables convergence with aligned agencies thus, offering Credit+ solutions.

\* \* \*



## 3. Terms of Reference

### 3.1. Introduction

#### 3.1 Introduction and Project Overview

SIDBI was set up in 1990 under an Act of the Parliament as the principal financial institution for the promotion, financing and development of the MSME sector in India and coordination with institutions engaged in similar activities. Financial support to MSMEs is provided by way of (a) Indirect finance to banks, FIs and other financial intermediaries for onward lending to MSMEs and (b) Direct finance by SIDBI to MSMEs in the niche areas like risk capital, sustainable finance / energy efficiency financing, receivable finance, services sector financing, etc.

SIDBI proposes to securitize a part of its loan portfolio (including Indirect and Direct). Each of these securitization deals could be in the range of ₹200 crore to ₹1000 crore. SIDBI may also decide to buy out asset pool through securitization route and is therefore proposing to engage the services of an Arranger cum advisor to structure, arrange and execute the securitization transactions on end-to-end basis covering pre-transaction support, transaction support, and post transaction support.

#### 3.2 Purpose

SIDBI, a statutory corporation established under Small Industries Development Bank of India Act, 1989, having its HeadOffice at 15 Ashok Marg, Lucknow-226001 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders' or 'Vendors' or 'Service Provider' or 'Arranger' or 'Consultant', to participate in the competitive bidding for providing services of An Arranger / Advisor for securitization of loan portfolio (including Indirect and Direct).

The Bank, for this purpose, invites proposal from Bidders. Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned under eligibility criteria mentioned at Point no. 4.1 and able to comply the technical specification of service requirements as mentioned in Technical Bid.

Apart from the above the bidder must also agree to all our terms & Conditions mentioned under this RFP.

#### 3.3 Project Scope

Bank will award the contract to the successful bidder provider who should deliver the service with the following scope- to structure, arrange and execute the securitization transactions on end-to-end basis covering pre-transaction support, transaction support, and post transaction support.

## 4. Process of Selection

The process of selection would be as follows:

- a. Issue of RFP
- b. Clarification / Pre-Bid Meeting
- c. Submission of Bids
- d. Opening of Eligibility & Technical Bids
- e. Discussion / Presentations of the firm's meeting eligibility criteria with selection committee - Technical Score
- f. Opening of financial bids of the bidders that are technically qualified (Technically qualified bidders will be ones that have scored above the predefined threshold decided by the Bank) - Financial Score
- g. Award of contract based on lowest financial score of the bidder

### 4.1. Eligibility

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

Eligibility Criteria	Supporting Required Letter of acceptance for compliance
The Consultant should have been in existence in India since April 01, 2017 or earlier. The Consultant should be a Government Organisation/ Public Sector Unit/ Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC/ Public Limited Company registered or incorporated in India. It should not be an Individual / Proprietary Firm / HUF etc.	Certificate Incorporation / Constitutional Documents
Have minimum turnover not less than ₹1croreas per last year audited financial statement.	Audited financial statements. Wherever, audited financial statement is not available, CA certified Provisional Financial Statements alongwith supporting documents like TDS returns, GST returns, bank statements, etc. should be submitted.
The Consultant should have proven track record of providing such services.	A Self certified letter along with supporting evidence thereof.
The Consultant should not have been penalised or found guilty in any court of law and the consultant shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impact or compromise the delivery of services required.	Self- Certification by the Consultant on Company's letter head to be provided. However, SIDBI would have the right to independently verify the same. <b>(Annexure V)</b>
The Consultant should not be owned or controlled	Self-Declaration by the Consultant on

by any Director or Employee of SIDBI or their Relatives)	Company's letter head ( <b>Annexure IV</b> )
The company / firm has not defaulted to any Bank within the jurisdiction of India	A self certified letter to be submitted.
The bidder should submit Pre-Contract Integrity Pact as per format provided at <b>Annexure - XI</b> .	Pre-contract Integrity Pact duly signed by authorised signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format.

**Note:**

- a. Documentary evidence must be submitted for each criterion.
- b. Completion Letter/ Reference Letter (Format given) from relevant Senior Executive of the client to be attached for each engagement reference mentioned

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.).
ii)	Income Tax returns for past three years or one year wherever not available.
iii)	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the bidder.
iv)	Proof of address of registered office.
v)	GST Registration Certificate
vi)	Integrity pact as per format at <b>Annexure - XI</b>

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

## 4.2. Technical Bid

Technical proposal will include details of overall approach to the areas listed in this RfP along with specific proposals/solution on each of these areas covering the conceptualization, design and implementation stages. The consultancy firm / successful bidder is expected to work with the Bank to ensure early implementation of their recommendations. The format of Technical Bid is given in **Annexure IX**.

The Technical Bid should be complete in all respects and contain all information required in the document and should lay down all assumptions during preparation of the bid.

### 4.3. Financial Bid

The Financial bid will contain the financial quote covering total price/fees/cost of undertaking the assignment inclusive of all out of pocket expenses of the consultant. GST / any other applicable taxes should be excluded. Consultants / bidders will bid for the entire duration of the contract. No upward revision in the price would be considered on any count. Relevant price information and the rates should be quoted in Indian Rupees only. The format of Financial Bid is given in **Annexure X**.

The Financial bid made by the Bidder should take care of the following points:

- a. The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
- b. Financial Bid containing conditional offers will be rejected.
- c. In case of discrepancy in words and figures, the price quoted in words will be taken as final.
- d. There should not be any hidden costs for the items quoted.
- e. The Bank is not responsible for the arithmetical accuracy of the bid. The consultants / bidders will have to ensure all calculations are accurate.
- f. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Consultant. The Bank later will not accept any plea of the Consultant or changes in the financial offer for any such assumptions.
- g. Any overwriting, erasure, etc. must be initialed by the authorized person.
- h. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable Taxes.
- i. The Bank will pay the Tax as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful bidder / consultant.
- j. The consultant shall consider all conditions and difficulties that may be encountered during assignment, while quoting the rate.

\* \* \*

## 5. Submission of Bids

### 5.1. The response to the RFP:

The response to the RFP will be in three parts:

- i. Eligibility
- ii. Technical Bid
- iii. Financial Bid

All the three parts should be submitted at the same time, but in separately sealed envelopes giving full particulars in the manner specified in the points below. The envelopes should reach on or before the timeline mentioned in the Important Information for RFP given at beginning of this RFP.

### 5.2. RFP response documents:

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

- i. **Envelope 1:** (4 sets – 1 Original + 3 Photocopies)  
A sealed envelope containing full particulars of eligibility criteria (specified in section 4.1) should be super scribed "Eligibility Criteria for Selection of Arranger / Advisor for Securitization transactions (purchase and sale both)"

- ii. **Envelope 2** (4 sets – 1 Original + 3 Photocopies)  
A sealed envelope containing Technical Bid documents (specified in section

4.2) should be super scribed "TECHNICAL BID FOR SELECTION OF ARRANGER". The envelope should contain three sub-envelopes with the following:

- a. **Sub Envelope 1** should contain the application money demand draft (as specified in section 1.18) and should be super scribed as "APPLICATION MONEY FOR SELECTION OF ARRANGER"
- b. **Sub envelope 2** should contain the EMD - demand draft OR BANK GUARANTEE (specified in section 1.19) and should be super scribed as "EARNEST MONEY DEPOSIT FOR SELECTION OF ARRANGER"
- c. **Sub-envelope 3** should contain the hard copy of the Technical Bid documents (specified in section 4.2) and should be super-scribed "TECHNICAL BID FOR Selection of Arranger"
  - ✓ Detailed approach, methodology and work plan (including methodology for transfer of skills and capabilities) as per **Annexure VII**.
  - ✓ Details about the team, its composition, and key executives proposed in various roles of the programme, as per proforma for the Bank to compare the quality of teams between different Bidders, Staffing Schedule, team structure and profiles of programme leadership and experts who will be involved in the engagement in various capacities as mentioned in **Annexure VIII**.
  - ✓ Self-Declaration regarding full time professional staff engaged exclusively in consulting services (as per **Annexure VI**)

iii. **Envelope 3:**

A sealed envelope containing soft copy of the eligibility criteria and technical criteria submitted in a pen drive and should be superscribed "SOFT COPY OF ELIGIBILITY CRITERIA & TECHNICAL BID FOR SELECTION OF ARRANGER".

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

iv. **Envelope 4:**

A sealed envelope containing Financial Bid Document (specified in section 4.3) should be super scribed "FINANCIAL BID FOR SELECTION OF ARRANGER"

v. **Envelope 5**

The above FOUR envelopes should be put together in a FIFTH envelope super scribing " SELECTION OF ARRANGER / ADVISOR FOR SECURITIZATION - NAME OF THE CONSULTANT"

- vi. The e-mail address and phone/fax numbers of the Bidder should also be indicated on the sealed envelope and all sub- envelopes.
- vii. 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 Bid shall be typed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the bidder to bind the bidder to the contract. The person or persons signing the Bids shall initial all pages of the Bids. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids. The Bank reserves the right to reject the Bids not conforming to the above.
- viii. The Bidder shall submit the proposals/Bid properly in a file that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as "Page #".
- ix. It should be noted that in case of any discrepancy in information submitted by the Bidder in hard-copy and soft-copy, the hard-copy will be given precedence.
- x. Only one submission of the RFP response by each bidder will be permitted. In case of multiple submissions by the bidder, the first submission made will be given precedence.
- xi. Submission by Fax transmission or emails is not allowed and will be considered invalid
- xii. The Bid must be submitted to the Bank at the following address:

**The Chief General Manager**

Direct Credit Vertical  
Small Industries Development Bank of India  
SIDBI Tower, 15 Ashok Marg  
Lucknow – 226001  
Uttar Pradesh

### 5.3. Rules for responding to this RfP

- i. The firms / bidders should use the formats prescribed by the Bank in submission of the RFP Response
- ii. All responses received after the due date/ time as mentioned in advertisement would be considered late and would be liable to be rejected.
- iii. Documents not required as part of the Tender should not be provided.
- iv. All bid responses would be deemed to be irrevocable offers/ proposals from the consultants / bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected Consultant/s. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank.
- v. In case, due to unavoidable circumstances, the Bank does not award the contract within **three months** from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Consultant would have the choice to maintain the EMD with the Bank or to withdraw the bid and obtain the security provided.
- vi. The Bank reserves the right 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.
- vii. Consultant at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. Consultant shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.
- viii. If related parties (as defined below) submit more than one bid then both/all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:
  - a. Bids submitted by the holding company and its subsidiary
  - b. Bids submitted by one or more companies having common director/s
  - c. Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners
  - d. Bids submitted by one or more companies in the same group of promoters/ management
  - e. Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

\* \* \*

## **6. Evaluation of Bids**

### **6.1. Opening of Bids**

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

### **6.2. Preliminary Scrutiny**

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

### **6.3. (A) Technical Evaluation**

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

Kindly note that the team proposed in the Technical Proposal (in Annexure VIII) will need to necessarily be made available to the Bank for delivery of the assignment. During the course of discussion / presentation, the Bank has the right to interview the proposed personnel, to decide whether to deploy him / her in the project or not. The Bank shall reserve the right to seek the change of Resource personnel in case of need. The Bank reserves the right to review the decision of appointment in the event the Bank is not satisfied with the performance.

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



SN	Criteria	Scoring chart	Max. Marks						
1	The service provider should have proven track record of having structured, arranged and executed securitization transactions in the past	- With one Bank/FI/NBFC -10 Marks - With more than one and up to 5 Bank/FI/NBFC – 15 Marks - With more than 5 Bank/FI/NBFC – 20 Marks	20						
2	Value of asset size securitized during past 24 months (of which more than 50% should be in past 12 months)	1. Processed at least asset pool size of ₹500 cr – 10 Marks 2. Processed asset pool size of more than ₹500 cr and up to ₹1000 cr- 15 Marks 3. Processed asset pool size of more than ₹1000 cr – 20 Marks	20						
3	Feedback from structured finance teams of rating agencies (CRISIL / ICRA / CARE) on structuring competence of arranger, understanding of aspects like pool selection, credit enhancement, etc.	Based on discussion by SIDBI with rating agencies	5						
3	Approach and methodology adopted by the consultant	Assessment to be based on: Completeness of the response Depth of analysis exhibited time lines & Deliverables. Shall be evaluated based on details provided in technical response of the bidder <table border="1" data-bbox="671 1350 1270 1666"> <tr> <td>Key deliverables identified, timelines and action outlined.</td> <td>10</td> </tr> <tr> <td>Overview of the whole process</td> <td>15</td> </tr> <tr> <td>Approach &amp; methodology including 1.Pre-transaction support 2.Transaction support 3.Post transaction support</td> <td>30</td> </tr> </table>	Key deliverables identified, timelines and action outlined.	10	Overview of the whole process	15	Approach & methodology including 1.Pre-transaction support 2.Transaction support 3.Post transaction support	30	55
Key deliverables identified, timelines and action outlined.	10								
Overview of the whole process	15								
Approach & methodology including 1.Pre-transaction support 2.Transaction support 3.Post transaction support	30								
	<b>Total</b>		<b>100</b>						

- The technical bid will be analyzed and evaluated, based on which Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
- Technical Bids receiving score greater than or equal to 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.

3. If less than 3 bidders qualify as per technical criteria, SIDBI reserves the right to short list maximum top 3 bidders subject to Technical Score of 60.

**Note:**

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

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

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1. In this phase, the Commercial Bids of the Bidders as per **Annexure X**, who are found technically qualified in previous phase, will be taken for commercial evaluation.
2. The date for opening of commercial bids will be separately advised.
3. Technical Score of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.
4. During commercial evaluation, the bidder quoting the lowest fees will be selected.
5. The vendor with the lowest commercial bid will be selected for further discussion for finalizing contract / placing PO subject to satisfying all the terms and conditions defined in this RfP document.

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### **6.4. Notification of Outcome**

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Bank will notify the consultant who has been appointed either in writing or by email as soon as practicable, about the outcome of the RFP evaluation process. 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 bidding process and the same shall not be questioned / challenged.

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### **6.5. Signing of the Contract**

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The successful bidder shall be required to enter into a contract with the Bank within 30 days of the award of the contract/PO/LOI or within such extended period as may be specified by Bank, based on terms and conditions as contained in this RfP document and other standards relevant clauses as well as bidders offer document with all its enclosures, modification arising out of negotiation / clarification etc.

\* \* \*

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

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

The Consultants 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 respondents / bidders, such responses may be disqualified and may not be considered for the selection process.

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

- a. Attention of bidders is drawn to the relevant and extant instructions of GoI, GFR issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the consultant and are required to be complied with.
- b. The Consultant shall, subject to the provisions of the Assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.
- c. The Consultant shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of SIDBI.
- d. The Consultant should provide professional, objective, un-biased and impartial inputs, recommendation and advices at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct and honesty while executing the assignment.
- e. The consultant carries with him/her/it a certain degree of accountability for any advice or /and any services rendered to the bank, keeping in view norms of ethical business, professionalism and the fact that such advice or service is rendered for a consideration. The bank may enforce such accountability in case of improper discharge of contractual obligations / deviant conduct by / of any of the parties to the contract. In this, share of bank's responsibility, for accepting advice / and services provided by the consultant, will also be taken into consideration.
- f. The consultant must act, at all times, in the interest of the bank and render any advice / service with professional integrity. The consultant shall always keep in view transparency, competitiveness, economy and efficiency in regard with matters related to the subject of the contract or assignment.
- g. A consultant is expected to undertake an assignment/project, only in the areas of his/its expertise and where it has capability to deliver efficient and effective advice /services to the client.

- h. The consultant will have to cooperate fully with any legitimately provided / constituted investigative body conducting enquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligations by the consultant.

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

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The Consultants shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices before agreeing to the Terms and Conditions. The rates quoted by the Consultants shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Consultants should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount without taxes, royalties and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment.

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

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The selected Consultant will be required to execute the following:

- a. Contract / Agreement which will include all the services and terms and conditions of the services to be extended as detailed here in and as may be prescribed or recommended by SIDBI; and
- b. Non-disclosure Agreement (NDA)

If the selected Consultant differs / does not agree on any conditions / terms of the contract, the Bank has the right to appoint the next ranked Consultant without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

If the successful bidder fails to return the signed contract or provide the required performance security or expresses inability to carry out the contract or fails to start the work within stipulated time, the Bank shall forfeit the bid security amount (EMD) of the bidder and ban the contractor from subsequent bidding for a period of 3 years.

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

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### **7.5. Project Timelines**

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1. The Consultant should adhere to the project schedule as stipulated in the below table. Failure to do so would be liable for LD as stated in the RfP, unless Bank grant an extension to the Consultant in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of Bank to grant such an extension. The project timelines are as follows:

S.N.	Activity	Project Timelines
1	Completion of securitization deal	Sixty days

2. The reference date for purpose of counting all timelines as mentioned above would be the date of award of the Contract.
3. The Bank will consider the inability of the Consultant to deliver the services within the specified time limit, as a breach of contract and would entail the payment of Liquidated Damages on the part of the Consultant.
4. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions
5. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, acceptance etc. of the deliverables) by the Bidder.

## **7.6. Tenure**

The Consultant will be appointed for a period of 24 months from the date of signing of the contract. However, this would be subject to satisfactory performance during periodic reviews based on demonstrated capabilities / abilities, which would be solely adjudged by SIDBI. In case the performance of the consultant is deemed unsatisfactory, the contract will be terminated as per the provision of the "termination of contract" clause mentioned in this RFP.

## **7.7. Annual Review**

Bank will conduct annual review and inspection, as and when required, to review vendor performance/ financial stability / service reliability as per the metrics / criteria defined in the RfP.

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

SIDBI shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of engagement. The Bank will not be obliged to meet and have discussions with any Consultant, and/or to listen to any representations unless there is change in the terms and conditions of engagement.

## **7.9. Payment terms**

SIDBI will release the payment of the agreed Professional Fees to the selected Consultant after deduction of applicable taxes at source.

If any of the items/ activities corresponding to which certain price as mentioned in the price Bid is quoted, is not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the selected Consultant in the Price Bid against such activity/ item.

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### **7.10. Liquidated Damages**

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SIDBI will impose Liquidated Damages, if

1. the selected Consultant fails to provide the services to SIDBI within the agreed time lines and to the satisfaction of SIDBI.
2. The LD will be subject to an overall cap of Rs11.25 lakh and thereafter, the contract may be cancelled after due notice of 30 days (with cure period of 30 days)

Notwithstanding whatsoever stated in para above, if the selected Consultant fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per the Bank's satisfaction, then the Bank can repudiate the contract and adjust LD of Rs11.25 lakh from the selected Consultant.

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### **7.11. Taxes**

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All applicable taxes on the consultancy fee will be paid by SIDBI. The Consultant shall be responsible for deposit of all taxes, duties, levies, fees or charges in respect of the works as required for the Assignment to concerned Government authorities. Also, TDS will be deducted from the payments to the Consultant as per applicable laws.

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

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

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

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The Consultant shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to

conform or comply with the above and all other statutory obligations arising therefrom.

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

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The Consultant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

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

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The Contract with the selected Consultant shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Lucknow, Uttar Pradesh.

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#### **7.16. Single Point of Contact**

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The selected Consultant should have a local office in India and has to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no.etc.

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#### **7.17. Authorised Signatory**

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

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#### **7.18. Work space and administrative requirements**

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- a. The key persons identified by the selected Consultant for the programme should carry out their activities from SIDBI's Office located at SIDBI Tower, 15 Ashok Marg, Lucknow-226001, Uttar Pradesh or from any other suitable location as provided by the Bank. The Consultant may indicate their administrative requirement to the Bank well in advance. No charges would be applicable to the Consultant for the same.

- b. In case the Bank permits use of any of its assets the same shall be solely for the purpose of execution of its obligations under the terms hereof. The bidder shall, however, not have any right or other interest in any such property, and any possession of property for any duration shall not create any right in equity or otherwise.

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

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During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Consultant, as the case maybe, can do so only with the prior written concurrence of SIDBI and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Consultant during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, the Bank reserves the unconditional right to insist the selected Consultant to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP.

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### **7.20. Rights in Intellectual Property and Material**

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

In order to perform the services, the Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep SIDBI harmless and indemnify SIDBI from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to SIDBI will be property of the Bank, it shall have every right to use data that may be in the possession of the consultant or its representative in the course of performing services under the agreement that may be entered into. The Consultant 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. Consultant shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.



The pre-existing intellectual property of the Consultant used in deliverables shall remain vested with the Consultant.

## **7.21. Confidentiality**

- (i) Information provided under this RFP and subsequent Service Agreement (if the Consultant is selected) is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.
- (ii) "Confidential Information" means all information that is or has been received by the "Receiving Party "from the "Disclosing Party "and that:
  - a. Relates to the Disclosing Party; and
  - b. Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
  - c. Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
  - d. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Consultant.
  - e. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
  - f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers "or the Bank employees" personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
  - g. Nothing contained in this clause shall limit Consultant from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this

clause, provided further that the Consultant shall at no point use the Bank's confidential information or Intellectual property.

- (iii) The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.
- (iv) The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- (v) If the Consultant hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Consultant is bound to maintain the confidentiality.
- (vi) The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party and
  - a. disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
  - b. unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

- (vii) In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
  - b. Keep the Confidential Information and Confidential Materials and any copies there of secure and in such a way so as to prevent unauthorized access by any third party
  - c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
  - d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return other Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
  - e. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party;
    - i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control
    - ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers
    - iii. to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
    - iv. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
    - v. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best

of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

- vi. The rights in and to the data/ information residing at the Bank's premises, including at the Disaster Recovery Centre even in the event of disputes shall at all times solely vest with the Bank.
- f. This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:
  - i. Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
  - ii. Is known to the receiving party at the time of receiving such information as evidenced by documentation then right-fully in the possession of the receiving party;
  - iii. Is furnished by others to the receiving party without restriction of disclosure;
  - iv. Is there after rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
  - v. Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
  - vi. Was independently developed by the receiving party without the help of the Confidential Information.
- (viii) On termination of the RFP and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Consultant may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank

customers" or the Bank employees" personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

- (ix) The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.
- (x) Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Consultant and the Bank.

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

## **7.22. Indemnification**

All applicants under the RFP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep SIDBI and /or its directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by SIDBI and or its directors, officers, employees, agents and representatives due to reason of (a) breach, misconduct, omission, or (b) negligence on the part of the Consultant and or its directors, employees, in the performance of the Services including, but not limited to, any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right. The total liability of the selected Consultant under this clause and contract shall not exceed the cumulative fee paid to the Consultant. The Indemnification shall survive the expiry or termination of the agreement between the Consultant and the Bank.

## 7.23. Termination

In the event of non-performance of the Consultant as decided by the Bank or any disputes or differences arising between the Parties hereto on any matter / provision set out in this RFP and subsequent Service Agreement for the selected Consultant, the Parties shall try to resolve the matter amicably inter se. The defaulting Party shall be given notice of 30 days to alter the situation and resolve the dispute or reverse the damage caused in any way.

In the event the defaulting Party does not comply with its obligations, on the termination of the notice period, the Other Party shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.

Upon termination of the Agreement, the Consultant would promptly hand over to SIDBI all Deliverable Items, including work-in-progress, all "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Consultant shall complete pending assignments and SIDBI shall agree to settle the dues in respect of assignments after completion thereof by the Consultant, except if specifically instructed by SIDBI to act otherwise. In such case, the payment due to the Consultant would be determined on the basis of the last completed milestone as per the programme schedule.

SIDBI would also have the right to terminate such Service Agreement with three months" notice without assigning any reason.

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

- a. The Consultant becomes insolvent or goes into liquidation voluntarily or otherwise
- b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid
- c. The progress regarding execution of the contract, made by the selected Consultant is found to be unsatisfactory.
- d. If deductions on account of Penalty exceeds more than 10% of the total contract price or the PBG amount, whichever is lower.
- e. If the selected Consultant fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- f. If the selected Consultant gets merged/ taken over by another firm.

## 7.24. Arbitration

### i. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or the interpretation thereof.

**ii. Dispute Resolution**

- a. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably .
- b. The Parties agree to use their best efforts for resolving all Disputes, including those relating to delay caused in completion of project or delay in performance of obligations under the Contract, and arising under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- c. No conflict between Bidder and SIDBI will cause cessation of services or payment of fees due to the Bidder. Only by mutual consent the services will be withdrawn.

**iii. Resolution of Disputes**

- a. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- b. Any Dispute which is not resolved amicably by conciliation, as provided above, within 30 calendar days from the date of initiation of amicable dispute resolution procedure, shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- c. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- d. Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- e. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Lucknow, India only.
- f. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail, fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later



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## **7.25. Publicity**

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

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## **7.26. Notices and other Communication**

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If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or courier or email duly transmitted, facsimile/ fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/ email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

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

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The Consultant shall provide SIDBI with prompt 30 days prior written notice of any change in Consultant's name, ownership, or form of organisation. The Consultant shall also provide SIDBI with prompt written notice and in any event within a period of 30 days of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.

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## **7.28. Violation of Terms**

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The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Consultant 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 inequity, including without limitation a right for recovery of any amounts and related costs and a right for damages.



## 7.29. Limitation of Liability

- a. Save and except as provided in "Terms of Compensation" and "Termination" herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement-
- b. The Consultant's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, to otherwise), shall be at actual and limited to 50% of the cumulative fee paid to the Consultant by SIDBI. Consultant's liability in case of claims by the Bank resulting from Willful Misconduct or Gross Negligence of Consultant, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- c. The Bank shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules supplied by Consultant as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Consultant.
- d. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.
- e. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions, the cause thereof and the change that is necessitated due to the conditions. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. SIDBI may terminate the contract or suspend its performance. In such an event the consultant shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.

## 7.30. Survival

Any provision of the Contract/ this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/ RFP is valid, subsisting and in full force and effect.

In the event of the Termination of the Agreement (with the selected Bidder) in whole or in part, the Clauses titled "Compensation", "Rights in Intellectual Property and Material", "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns.

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### **7.31. Severability**

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Each of the above restrictions is separate and severable from the other. Any provision, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

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### **7.32. No Agency**

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

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### **7.33. Corrupt and Fraudulent Practices**

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

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Consultant 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.

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### **7.34. Adherence to Standards**

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

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

The selected Consultant shall allow the Reserve Bank of India (RBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by the selected Consultant relating to this RFP, within a reasonable time failing which selected Consultant will be liable to pay any charges/penalty levied by RBI. The selected Consultant shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to the Bank or this RFP by one or more of RBI officers or employees or other persons duly authorized by RBI.

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### **7.35. Conflict of interest**

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The consultant engaged should avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of the bank while rendering any advice / service.

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### **7.36. Sub Contracts**

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Neither the contract nor any rights granted under the contract can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Consultant without advance written consent of the Bank. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect.

The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. The service provider may, however, outsource / sub-contract some of the non-core activities. The service provider should disclose the names of sub-contractors, if any in the bidding document. The service provider shall be solely responsible to SIDBI for all deliverables under the assignment including the outsourced / sub-contracted activities, if any and should be able to give support to the Bank 24X7. Any subsequent changes / additions / replacements of sub-contractors would require prior written consent from SIDBI.

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

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Subsequent to the order being placed with SIDBI, in the event of bidder being taken/ bought over by another company, all the obligations and execution of responsibilities under the agreement with SIDBI should be passed on for compliance by the new company in the negotiation for their transfer.

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### **7.38. Right to Visit**

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All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at

any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.

The Bank and its authorized representatives, including regulator like 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.

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### **7.39. Audit**

The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.

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### **7.40. Non-solicitation**

The selected Consultant, during the term of the contract and for a period of two years thereafter shall not without the express prior written consent of the Bank, directly or indirectly:

- a. Recruit, hire appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b. Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with SIDBI.

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### **7.41. No Employer Employee Relationship**

The selected Consultant or any of its holding/subsidiary/joint-venture/ affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with SIDBI or any of its employees/ officers/ staff/ representatives/personnel/agents.

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### **7.42. Vicarious Liability**

The selected Consultant shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by the selected Consultant and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is

within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Consultant, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the selected Consultant shall be paid by the selected Consultant alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Consultant's employees, agents, contractors, subcontractors etc. The selected Consultant shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Consultant's employees, agents, contractors, subcontractors etc.

### **7.43. Other Conditions**

It is clarified, as and by way of abundant caution that SIDBI will have all ownership and / or license rights on all the ideas, concepts, proposals, etc. developed by the Consultant during the course of this assignment as specified in the RFP and paid for by SIDBI.

SIDBI reserves the right to negotiate any aspect of proposal with any Consultant and negotiate with more than one Consultant at a time after the RFP closes to improve upon or clarify any response or bid proposal.

SIDBI reserves the right to ask some or all consultants for clarification of their offer to assist in the scrutiny, evaluation and comparison of offers and based on this, disqualify the Consultant whose clarification is found not suitable for the proposed project.

SIDBI reserves the right to share the information/clarifications provided in response to RFP by any Consultant, with any other Consultant(s)/others, in any form.

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

### **7.44. Representations and Warranties**

In order to induce SIDBI to enter into the Contract, the bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a. That the bidder is a partnership firm/LLP/company which has the requisite qualifications, skills, experience and expertise in providing the service(s), the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service(s) sought by SIDBI.
- b. That the bidder is not involved in any major litigation and no litigation or investigation is threatened against the bidder. That the existing or threatened

litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the RFP/Contract.

- c. That the representations made by the bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and RFP and unless SIDBI specifies to the contrary, the bidder shall be bound by all the terms of the bid. The bidder has not suppressed any information, which is within the knowledge of the bidder.
- d. That the bidder meets the requisite eligibility criteria as set out hereinabove and has the requisite professional skills, personnel and resources/authorizations that are necessary for providing / rendering all such service(s) as are necessary to perform its obligations under the bid and this Contract
- e. That the bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- f. That the bidder shall use such assets of SIDBI as SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, or the Contract. The bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g. That the bidder shall procure all the necessary permissions and requisite authorities approvals, consents, no objections and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon, and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- h. That all the representations and warranties as have been made by the bidder with respect to its bid and the Contract, are true and accurate, and shall continue to remain true and accurate through the term of the Contract.
- i. That the execution of the service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industry practice.
- j. That there are - (a) no legal proceedings pending or threatened against bidder or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or

pending against the bidder or its team members by any statutory or regulatory or investigative agencies.

- k. That the bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- l. That all the conditions precedent under the Contract has been complied.
- m. That neither the execution and delivery by the bidder of the Contract nor the bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the bidder (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Constitutional Documents (if applicable) of the bidder.
- n. That the bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made by him/her/it.
- o. That the bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of SIDBI, which may directly or indirectly have a bearing on the Contract or service(s).
- p. That the bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the service(s) and the bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the bidder or which the bidder is licensed to use, which are material in the context of the bidder's business and operations are being infringed nor, there is any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the bidder by any person. All Intellectual Property Rights (owned by the bidder or which the bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep SIDBI, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.

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**7.45. Relationship between the Parties:**

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Nothing in the Contract constitutes any fiduciary relationship between SIDBI and successful bidder/its team or any relationship of employer - employee, principal and agent, or partnership, between SIDBI and the successful bidder.

No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

SIDBI has no obligation to the successful bidder's except as agreed under the terms of the Contract.

All employees/personnel/ representatives/agents etc., engaged by the successful bidder for performing its obligations under the Contract/RFP shall be in sole employment of the successful bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall SIDBI be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the successful bidder.

The successful bidder shall disclose to SIDBI in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the successful bidder or its team/agents/representatives/personnel etc.) in the course of performing the services as soon as practical after it becomes aware of that conflict.

The successful bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless SIDBI first gives the successful bidder its prior written consent

\* \* \* \* \*



**8. Annexure(s)****Annexure – I : Undertaking regarding agreement of all terms of RFP***(To be submitted on Bidders company letter head)*

Date:

To,

**The Chief General Manager**

Direct Credit Vertical

Small Industries Development Bank of India

SIDBI Tower, 15 Ashok Marg

Lucknow – 226001

Uttar Pradesh

Dear Sir,

- 1) Having examined the RFP including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned qualify under the minimum eligibility criteria and offer to supply, deliver, implement and commission ALL the items mentioned in the "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 Consultancy	
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	
	Name	
	Designation	
	Telephone nos	
	Mobile no	
	Email Address	
	Fax no	

- 2) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RFP on our own and not through any associate.
- 3) We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RFP.
- 4) We hereby certify that we have provided all the information requested by the Bank in the format requested for. The information provided is correct and true to the

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

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

Signature of Authorised Person of bidder
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Full Name & Designation of Authorised
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Person Date:
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#### Seal of Bidder

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**Annexure – II : Format for Relevant Engagements**


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Please use the format below to provide information for which your firm was legally contracted for carrying out consulting assignment.

(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)	
Type of Loans Automated	
Names of Key Resources involved in the project	

*Completion Letter / Reference Letter (Format given in annexure III) from relevant Senior Executive of the client to be attached for each engagement reference mentioned*

**Signature of Authorised Person of bidder**

Full Name& Designation of AuthorisedPerson

Date:

**Seal of Bidder**

**Annexure –III : Format for Reference Letter from Client**

(On letterhead of the client duly stamped and signed)

Date: \_\_\_\_\_  
(not older than 1 month)

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that the following \_\_\_\_\_ (Name of the Consultant] has been engaged by us for consulting services for \_\_\_\_\_ (Caption of the assignment undertaken) for a period of \_\_\_\_\_ months/ years from \_\_\_\_ (Start date) to \_\_\_\_\_ (End Date). The assignment was completed by \_\_\_\_\_ (name of the consultant) on \_\_\_\_\_ (date of completion).

Name:

Designation:

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

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(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.

Name:

Designation:

Date:

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**Annexure – V : Not penalized or Found Guilty in any Court of Law**

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(On letterhead of the bidder duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that the consulting firm/company has not been penalized or found guilty in any court of Law and the firm/ company has not been blacklisted / debarred by any Central Government Ministry / Bank / RBI/ IBA / any regulatory authority

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

Name:

Designation:

Date:

**Annexure – VI : Number of Full Time professionals**

(On letterhead of the consultant duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that \_\_\_\_\_ (Name of consulting firm) has \_\_\_\_\_ full time professional staff engaged exclusively in consulting services in India as on February 28, 2018.

Name:

Designation:

Date:

### Annexure – VII :Approach and Methodology

The Consultancy bidding firm/ company should submit the Approach, Methodology and work plan in one integrated document. The submission should highlight Consultancy 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 approach and work plan should clearly highlight the implementation roadmap. It must also include the plan for transfer of knowledge and capability building for the employees of the Bank and the work-steps for institutionalization of change with clearly defined timelines, milestones and deliverables.

### Annexure – VIII : Resources and Staffing

Proposed list of dedicated personnel

Sl No	Name	Age	Qualification	Total Experience	Experience Relevant to RfP (no. of projects, project name, role in each project)	Proposed Role in the Team
	Project Manager					
1						
2						
	Team Leader					
1						
2						
	Domain Expert					
1						
2						
	Other proposed personnel (if					
1						
2						

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



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

i. Staffing Schedule

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

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

Signature of Authorised Person of Bidding firm/ company

Full Name & Designation of authorised Person

Name of the Bidding firm/ company

Date: \_\_\_\_\_

**Seal of Bidder**

**Annexure – IX :Technical Bid Format****TECHNICAL PROPOSAL FORMAT**

<b>SN</b>	<b>Service Requirement</b>	<b>Response of the Bidder by way of process description with sketch/diagram/lay out etc as deem fit (Applicant should attach documents supporting the service requirements)</b>
1	The service provider should have proven track record of having structured, arranged and executed securitization transactions in the past on end-to-end basis	Please also indicate the names & number of banks/FI/NBFCs to whom such services have been provided.
2	The service provider should understand aspects like pool selection, credit enhancement, loss modelling and broadly on 1. Sector understanding 2. Structure understanding: tranching, waterfalls, rating outcomes 3. Execution capabilities	
3	The arranger should have done securitization of minimum asset size of Rs 500 cr during past 24 months (of which more than 50% should be in past 12 months).	
4	The service provider should have capabilities to provide: 1. Pre-transaction support 2. Transaction support 3. Post transaction support	
5	The service provider should have provided such services to at least one Bank/FI/NBFC during past 12 months.	
6	The service provider should have abilities to pool in Potential investors to place PTCs with.	
7	The service provider should be able to invest in the securitized pool via mezzanine instruments.	

Please also provide the detailed write-up on the Approach & methodology proposed to be adopted for the assignment as indicated in Annexure VII.

**Annexure – X: Financial Bid Format**

Bidders should quote prices in the following manner:

Particulars	Range of Transaction Volume	Fee quoted (Z) (Please quote in terms of %)
Fee as % of amount securitized	Slab 1 – up to Rs 500 cr	.....(in Figures) .....(in Words)
	Slab 2 – above Rs 500 cr to Rs 1000 cr	.....(in Figures) .....(in Words)
	Slab 3 – Above Rs 1000 cr	.....(in Figures) .....(in Words)

**Note:**

- i. The Fee should be all inclusive cost to SIDBI, which should include arranger fees, costs of other counterparties, negative carry, rating fee, legal fee, documentation cost, surveillance rating fee, and any other applicable charges w.r.t the whole process.
- ii. The Fee of the service provider shall be linked to amount securitized.
- iii. The Fee for the service should be payable only upon successful securitization of the pool and after receipt of funds from the investors to the satisfaction of SIDBI. The decision of SIDBI in this regard shall be final and binding.
- iv. The Fee quoted should be inclusive of all applicable taxes/cess (except GST which will be paid by the Bank).
- v. The Fee quoted should be for entire contract period of 2 years and there cannot be any escalation.
- vi. Bids submitted with counter-conditions/assumptions will be rejected.
- vii. Any Commercial Bid not in conformity with the RFP terms and above format or incomplete in any respect will be rejected / disqualified by the Bank.
- viii. Sealed commercial bids to be submitted as per instructions given in RFP document.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone # \_\_\_\_\_

**Annexure – XI: Integrity Pact****PRE CONTRACT INTEGRITY PACT****(RfP No : 314/2019/1341/HO1/DCV dated June 02, 2018)*****(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)*****General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_ on ---- day of the month of -----, ----(Year) between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

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

WHEREAS the BUYER proposes to issue RfP for ‘**Selection of Arranger / Advisor for Securitization**’ 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/stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

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

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

**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 facia 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 such person 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 BIDDERS**

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 process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or

unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to 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 agreed 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 to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. 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 Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Performance

Guarantee/Security Deposit, with the BUYER through any of the following instrument.

- (i) Bank Draft on a Pay Order in favour of -----
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP)

**5.2.** The Earnest Money/Security Deposit shall be valid for a period of five years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.

**5.3.** In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**5.4.** No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

**6.1.** Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
- (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

- (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## **7. Fall Clause**

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

## **8. Independent Monitors**

**8.1.** The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Please refer to Important Information Section for details.

**8.2.** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

**8.3.** The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

**8.4.** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

**8.5.** As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER

**8.6.** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and



demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality

**8.7.** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings

**8.8.** The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

#### **9. Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination. A person signing integrity pact shall not approach the courts while representing the matters to IEM and he/she will wait their/his decision in the matter.

#### **10. Law and Place of Jurisdiction**

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

#### **11. Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. A person signing this pact shall not approach the courts while representing the matters to IEM and he/she will await his decision in the matter.

#### **12. Validity**

**12.1.** The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

**12.3.** This pact would be deemed as part of the contract that may be executed between the parties.

**13.** This pact shall be deemed as part of the contract that may be entered into pursuant to this RfP. The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

SIDBI

Witness

Witness

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

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

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

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

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (hereinafter called the SIDBI ) having agreed to award a contract to M/s. ' Service Provider Name' having its office at ' Service Provider's Office Address', (hereinafter called "the Service Provider") for "**Selection of ARRANGER / ADVISOR FOR SECURITIZATION**" on the terms and conditions contained in the order No..... dated \_\_\_\_\_ placed with the Service Provider by SIDBI (hereinafter called "the said Order") which terms, interalia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Selection of ARRANGER / ADVISOR FOR SECURITIZATION**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.

4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_
6. The liability under this guarantee is restricted to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_).
10. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

11. We, (bank name, place) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) \_\_\_\_\_ upon the earlier of (a) its discharge by payment of claims aggregating to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)”
15. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at Lucknow

In witness where of we ..... have set and subscribed our hand and seal this ..... day of .....2018.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name.....  
Signature.....  
Designation.....

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

**Annexure – XIII : Bank Mandate Form***(To be submitted in Duplicate)*

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

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

**3. Particulars of Bank account:**

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

**4. Date from which the mandate should be effective :**

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

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

Date : \_\_\_\_\_

Signature of the party / Authorized Signatory

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

**N.B.:** RTGS/NEFT charges if any, is to be borne by the party<sup>1,2</sup>: Note on IFSC / MICR

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

**Annexure – XIV : 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 “**Selection of Arranger / Advisor for Securitization**” as per scope defined in the **RfP No : : 314/2019/1341/HO1/DCV dated June 02, 2018** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (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 authorization 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, document, plan, pattern, sample or information (to be) furnished or shared by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY 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 ...
	Designation ...
	Name of the Organisation ...
	Seal ...

**End of RfP Document**