



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

"परिचालन जोखिम प्रबंधन ढांचे की समीक्षा के लिए सलाहकार" को नियुक्त करने के लिए प्रस्ताव के लिए अनुरोध (आरएफपी)

Request for Proposal (RFP) for engaging "Consultant for review of Operational Risk Management Framework"

निविदा सं. / Tender No.	____/2024/____/MHO/RiMV
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भारतीय लघु उद्योग विकास बैंक
स्वावलंबन भवन, सी-11, जी ब्लॉक,
बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (पू.), मुंबई - 400051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
Swavalamban Bhavan, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051
www.sidbi.in

टेंडर सं. / Tender No.	/2024/ /MHO/RiMV
टेंडर जारी करने की तिथि / Tender Issue Date	23/12/2024
पूर्व-बोली बैठक / Pre-Bid meeting	31/12/2024
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	14/01/2025

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The information provided by the bidders in response to this tender document will become the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind or reissue this tender document and all amendments will be advised to the bidders and such amendments will be binding on them.

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1. Critical Information/ महत्वपूर्ण सूचना

Sl.No. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	निविदा संख्या एवं जारी तिथि Tender No & issue date	___/2024/___/MHO/RIMV, ****, 2024	
2	निविदा का संक्षिप्त विवरण / Brief description of tender	परिचालन जोखिम प्रबंधन ढांचे की समीक्षा के लिए सलाहकार” को नियुक्त करने के लिए प्रस्ताव के लिए अनुरोध (आरएफपी) Request for Proposal (RFP) for engaging “Consultant for review of Operational Risk Management Framework	
3	बोली-पूर्व बैठक में स्पष्टीकरण जानने की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting	30/12/2024 The format of seeking/ submission of pre-bid clarification(s) as per para 4.3.7. All queries relating to the RFP must be in writing only and to be sent via email on rimv@sidbi.in .	1700 hrs
4	पूर्व-बोली बैठक / Pre-Bid meeting (पूर्व-बोली बैठक के बाद कोई स्पष्टीकरण नहीं दिया जायेगा <i>no clarifications would be given after pre-bid meeting</i>)	31/12/2024 The meeting shall be virtual/online over MS Teams Call. For further details, refer clause no. 4.3	1130 hrs
5	बोली जमा करने की अंतिम तिथि Last date for submission of bids	14/01/2025	1100 hrs
6	बोली / पूर्व बोली जमा करने का पता Address for Bid or pre-bid Submission	The pre-bid queries may please be submitted at rimv@sidbi.in . Bids are to be submitted on GeM portal only. Only e-bids through GeM portal to be furnished. No physical bids shall be entertained.	
7	पात्रता व तकनीकी बोली खोलने की तिथि व समय Date & Time of Opening of Eligibility Criteria & Technical bid	14/01 2025	1130 hrs
8	बयाना राशि Earnest Money Deposit	Rs. 70,000/-	
9	आवेदन शुल्क / Application Fee	Nil	
10	वाणिज्यिक बोली खोलने की तिथि व समय / Date and time of opening of commercial bids	बाद में सूचित किया जायेगा To be intimated at a later date.	
11	बोली की वैधता Bid Validity	बोली जमा करने की अंतिम तिथि से 90 दिन तक 90 days from the last date of bid submission.	
12	बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ / Presentations to be made by bidders	बोलीदाताओं से अपेक्षित है कि वे प्रस्तुतीकरण की व्यवस्था करें। बोली जमा करने के बाद तिथि की सूचना दी जाएगी। The bidders are required to arrange for Presentation. Date would be intimated after bid submission.	

Sl.No. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
13	सिडबी अधिकारियों के संपर्क विवरण Contact details of SIDBI officials		
	Shri Kiran Kumar B. General Manager 022-67531312 9999115408 bkirankr@sidbi.in	Shri Piyush Bhargava Deputy General Manager 022-67221521 9958279154 piyush@sidbi.in	
14	Independent External Monitor (IEM) appointed by the CVC	<p>1. श्री संजय कुमार श्रीवास्तव, आईएएस (सेवानिवृत्त)/ Shri Sanjay Kumar Srivastava, IAS (Retd.) अपार्टमेंट टी-06 बी / Apartment T-06 B, विंडसर कोर्ट, डीएलएफ चरण IV, गुडगांव - 122009 / Windsor Court, DLF Phase IV, Gurgaon – 122009 मोबाइल / Mobile: 9910059472 ईमेल / Email: sksrivastava_7854@rediffmail.com</p> <p>2. डॉ. परवेज़ हयात, आईपीएस (सेवानिवृत्त) / Dr. Parvez Hayat IPS (Retd.) बी 4/ 69 ए, सफदरजंग एंक्लेव/ B-4/69-A, Safdarjung Enclave, नयी दिल्ली, 110029/ New Delhi 110029 मोबाइल / Mobile: 9810134469 ईमेल / Email: phayatips@gmail.com</p>	
15	सिडबी की वेबसाइट / Website of SIDBI	https://www.sidbi.in/	

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 at Mumbai 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.
- Pre-bid and Bid opening meetings can be attended via MS Teams with prior permission of SIDBI on authorised links to be provided by SIDBI.
- EMD can be paid online. Bank account details of SIDBI for online fund transfer:

Bank: State Bank of India
Branch: Bandra Kurla Complex, C/6, G Block, Mumbai - 400051
Account name – Small Industries Development Bank of India
Account type – Current a/c
Account number - 37823159064
IFSC – SBIN0004380
GSTIN - 27AABCS3480N2ZX
PAN - AABCS3480N

6. In case of any online transfer, the proof of the same along with UTR no. should also be sent to the given email IDs of SIDBI Officials as mentioned above before the bid submission date.
7. SIDBI reserves the right to cancel the bidding process without assigning any reason at any stage of bidding but before issuance of final offer. In such event, the EMD shall be refunded to the bidders. By participating in the bid, the bidder is giving consent to the condition.

The RfP is floated on SIDBI website (www.sidbi.in), GeM portal (www.gem.gov.in), Central Public Procurement Portal (CPPP) (eprocure.gov.in). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be posted on SIDBI website and CPPP. Bidders must keep a close watch on SIDBI website and CPPP during the intervening period before submitting response to RFP.

2. Abbreviations/ Terminology

Sl.No.	Abbreviations / Acronym	Description
1	Bank/ Purchaser/ SIDBI	Reference to the “the Bank”, “Bank” and “Purchaser” Shall be determined in context and may mean without limitation “Small Industries Development Bank of India”.
2	AIFI	All India Financial Institution
3	EMD	Earnest Money Deposit
4	GeM portal	Government e Marketplace Portal
5	GST	Goods and Service Tax
6	IFSC	Indian Financial System Code
7	IT	Information Technology
8	LD	Liquidated Damages
9	NDA	Non-Disclosure Agreement
10	OEM	Original Equipment Manufacturer
11	PBG	Performance Bank Guarantee
12	PSU	Public Sector Unit
13	PO	Purchase Order
14	RBI	Reserve Bank of India
15	RFP	Request for Proposal

3. Introduction and Disclaimers

3.1. Preface

3.1.1 This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling SIDBI (also mentioned as 'Bank' in this RFP) for engaging: **"Consultant for Review of Operational Risk Management Framework"**.

3.1.2 The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

3.2. Information Provided

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

3.3. Disclaimer

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

casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

3.4. Costs to be borne by Respondents

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

3.5. No Legal Relationship

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

3.6. Recipient Obligation to Inform Itself

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

3.7. Evaluation of Offers

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

3.8. Acceptance of Terms and Selection Process

3.8.1 A Recipient will, by responding to the Bank for RfP, be deemed to have accepted the terms of this RfP.

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

3.8.3 All claims for functional / technical delivery made by the bidders in their responses to the RfP shall be assumed as deliverable, within the quoted financials.

3.9 Errors and Omissions

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document.

3.10 Proposal Ownership

All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

3.11 Non-Transferable Offer

This RfP is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

3.12 Notification

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

*** **

4 Information to Bidders

4.1. Public Procurement Policy for MSEs

- 4.1.1 Procurement through MSEs will be done as per the policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification No. D.L33004/99 dated March 23, 2012 and as amended from time to time.
- 4.1.2 Ministry of MSME vide the Notification Dated 26th June, 2020 has started Udyam Registration portal w.e.f. 1st July, 2020. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible for benefits as notified under Procurement Policy for Micro and Small Enterprises 2012 (amended 2018 and 2021).
- 4.1.3 Purchase preference to MSEs will be given as defined in Public Procurement Policy for Micro and Small Enterprises order, 2012 dated 23.03.2012 and modifications thereof, issued by Ministry of Micro, Small and Medium Enterprises and its subsequent orders/notifications issued by concerned Ministry, if the bidder wants to avail the purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small enterprises.

4.2 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of offers/bids, the Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

4.3 Pre-Bid Meeting

- 4.3.1 The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 4.3.2 Clarification sought by bidder should be as per format given in Section 4.3.7, made in writing along with details of vendor (name, company name, email id and mobile no.) and submitted on or before the date as indicated in the '**Critical Information**' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

- 4.3.3 All pre-bid queries to be addressed to the bank officials as per contact details given in '**Critical Information**' section of RfP. The designated email id for submission of the pre bid queries is rimv@sidbi.in .
- 4.3.4 The bidders can attend pre-bid meeting online through Microsoft Teams. In-order to schedule the meeting and forward invitation the bidders are required to communicate the following details addressed to Bank officials:
- Details of bidders such as Name of Participant, Company Name, email ID and Mobile No.
 - Maximum 2 participants from each participating bidder would be allowed to attend pre-bid meeting online.
 - The Bank will not be responsible for any issue in connectivity, audio/video quality etc.
- 4.3.5 The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website/ GeM portal (www.gem.gov.in) and Central Public Procurement Portal (CPPP) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 4.3.6 If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
- 4.3.7 The format for submission of pre-bid clarifications is as under:

Sl.No.	Page No. of RfP	Clause No. of RfP	Bidder Query

4.4 Amendment to the bidding document

- 4.4.1 The Bank reserves the right of discretion to:
- Amend, rescind or reissue the RfP, at any time prior to the deadline for submission of bids
 - Change, modify, add or alter any or all of the provisions of this RfP and / or the bidding process, without assigning any reasons whatsoever.
- 4.4.2 The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum.

- 4.4.3 All such Changes /Corrigendum's/ Addendums and clarification, if any, related to RfP will be posted/uploaded on the bank website (www.sidbi.in)/ GeM portal (www.gem.gov.in) and Central Public Procurement Portal (www.eprocure.gov.in) only and it will become part and parcel of RfP. No individual communications would be made in this respect.
- 4.4.4 Interested Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the '**Critical Information**' Section and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications/changes/addendums, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder.
- 4.4.5 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 4.4.6 Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

4.5 Period of Validity of Bids

- 4.5.1 Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in "**Critical Information**" section, from date of closure of this RfP.
- 4.5.2 In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. Any extension of validity of Bids or price (if applicable) will not entitle the Bidder to revise / modify the Bid document.
- 4.5.3 Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.6 Deadline for submission of Bids

- 4.6.1 The bids must be received by the Bank at the specified address not later than the date & time specified in "**Critical Information**".
- 4.6.2 In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received upto the appointed time on the next working day.
- 4.6.3 The Bank may, at its discretion, extend the deadline for submission of bids by amending the Bid Documents, in which case, all rights and obligations of the Bank

and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.7 Late Bids

Any bid received by the Bank after the deadline for submission of the bids prescribed by the Bank will be rejected.

4.8 Language of Bid

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

4.9 Modification And/ Or Withdrawal of Bids

4.9.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.

4.9.2 The Bidder modification or withdrawal notice shall be sent to rimv@sidbi.in not later than the deadline for submission of bids.

4.9.3 No bid may be modified or withdrawn after the deadline for submission of bids.

4.9.4 Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

4.10 Details of Bids to be submitted

4.10.1 The bid shall consist of Eligibility Criteria and Technical Bids and Commercial Bid.

4.10.2 Bidders are required to submit as under:

File 1 – Pre-qualification Documents		
Sl.No.	Cover Contents	Enclosures
a.	Bid Covering letter	Annexure – I
b.	Pre-qualification Criteria	Annexure – II
c.	Self-Declaration for non-backlisting	Annexure - IV
d.	Letter of Competence	Annexure - V
e.	Power of Attorney	Annexure - VI
f.	Letter of Conformity	Annexure - VII
g.	Statement of Deviations	Annexure - X
h.	Pre-Contract Integrity Pact	Annexure - XIII
File 2 – Eligibility Criteria and Technical Bids		
a.	Technical Bid with all relevant Annexures and proof	Annexure - III
b.	Proposed Team Profile	Annexure - XIV
c.	Land Border Sharing Declaration	Annexure - XV

File 3 – Commercial Bid		
	Commercial Bid	Annexure – XI
Other Documents (to be submitted along with accepted letter of intent issued by SIDBI)		
a.	Non-Disclosure Agreement	Annexure – VIII
b.	Bank Mandate Form	Annexure - IX
c.	Performance Bank Guarantee	Annexure – XII

4.10.3 Responses should be concise and to the point. Relevant documents must be submitted as proof wherever necessary. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

4.10.4 Any deviations from the specifications should be clearly brought out in the bid.

4.10.5 The offers containing any inter-lineation, erasure or overwriting shall be valid only if they are duly signed by the authorized signatory and supported by a rubber stamp impression of the Bidders' firm. There should be no hand-written material, corrections or alterations in the offer.

4.10.6 The Bid shall be typed, all pages numbered and shall be signed by the Bidder authorized signatory and supported by rubber stamp impression.

4.11 Pre-Contract Integrity Pact (IP)

4.11.1 Central Vigilance Commission (CVC) vide circular no. 015/VGL/012/-276469 dated 25.02.2015 has directed adoption of Integrity pact in Public Sector Banks.

4.11.2 Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

4.11.3 Only those bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other Words, entering into this pact would be a preliminary qualification (Minimum Eligibility). Those bids not containing the Integrity pact are liable to be rejected.

4.11.4 The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.

4.11.5 The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure - XIII** on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution along with the Eligibility criteria and Technical bid.

4.11.6 The Integrity pact shall be signed by the person who is authorised to sign the bid along with witness.

4.11.7 The details of Independent External Monitor (IEM) are:

Name	श्री संजय कुमार श्रीवास्तव, आईएएस (सेवानिवृत्त) / Shri Sanjay Kumar Srivastava, IAS (Retd.)
Email ID	sksrivastava.7854@rediffmail.com
Contact Number	9910059472
Address	अपार्टमेंट टी-06 बी / Apartment T-06 B, विंडसर कोर्ट, डीएलएफ चरण IV, गुडगांव - 122009 / Windsor Court, DLF Phase IV, Gurgaon – 122009
Name	डॉ. परवेज़ हयात, आईपीएस (सेवानिवृत्त) / Dr. Parvez Hayat IPS (Retd.)
Email ID	phayatips@gmail.com
Contact Number	9810134469
Address	बी 4/ 69 ए, सफदरजंग एंक्लेव/ B-4/69-A, Safdarjung Enclave, नयी दिल्ली, 110029/ New Delhi 110029

4.12 Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

4.13 Conditional Bids

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

4.14 Authorised Signatory

4.14.1 The bidder should submit power of attorney as per the format given in **Annexure - VI** OR a certified copy of the resolution of their board, authenticated by the Company Secretary, authorizing an official or officials of the bidder to sign the bid documents, to discuss, sign agreements /contracts / purchase order with the Bank, raise invoice and accept payments and also to correspond.

4.14.2 The proposal / bid documents shall be duly signed by the authorized signatory (in whose favour Power of Attorney is issued)

4.14.3 The bid signed by authorized signatory would be binding on the bidder.

4.15 Opening of Bids

On the scheduled date and time, bids will be opened by the Bank on GeM portal.

4.16 Sub-contracting

The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. **Formation of consortium or association of consultants or sub-contracting of services in whole or part with other firms shall not be permitted.** In case the consultant / bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.

4.17 Restriction on Procurement due to National Security

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT, Government of India). A copy of the valid Certificate as per the **Annexure - XV** given in RfP to be attached with the Bid vide Ministry of Finance OM No.6/18/2019-PPD, dated 23rd July 2020.

Reference is made to Government of India order F. No.7/86/2020/BOA-I, dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country;
or

- b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or.
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of 3 above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - i. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - ii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- iii. Where no natural person is identified under (i) or (ii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- iv. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor or agency from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- vii. The bidder and OEM must submit an undertaking (format enclosed in the **Annexure – XV** of RfP) along with the Eligibility criteria and Technical bid duly signed by authorized signatory.

4.18 No Commitment to Accept Any Offer / Bid

- 4.18.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 4.18.2 The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 4.18.3 The bids received and accepted will be evaluated by the Bank as per the evaluation process mentioned in this document. However, the Bank does not bind itself to accept any or all Bids and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 4.18.4 The Bank reserves the right to re-tender or cancel the bidding process at any stage of the bidding process.

4.19 Contacting the Bank

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

4.20 Right to Reject Bids

4.20.1 The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter.

4.20.2 The bid is liable to be rejected due to occurrence of the following conditions:

1. It is not in conformity with the instructions mentioned in the RFP document.
2. It is not properly or duly signed.
3. It is received after expiry of the due date and time.
4. It is incomplete including non-furnishing of the required documents.
5. It is evasive or contains incorrect information.
6. There is canvassing of any kind.

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5 Background

5.1 Introduction

- 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 Coordination of the functions of the institutions engaged in similar activities.
- The MSME financing agenda of the Bank is discharged through the twin interventions of (a) Direct Lending, disseminated through demonstrative lending products to fill existing credit gaps, which could be further scaled up by banking eco-system and (b) Indirect Lending, done through Banks, NBFCs, New Age Fintech/s, SFBs and MFIs, which creates a multiplier effect and provides a larger reach.
- Unlike other risks faced by Institutions, operational risk is inherent in the processes and operations of an Institution and cannot be separated from other risks. This fact makes effective management of the operational risks all the more critical for the Bank. Operational risks are a function of the Bank's overall environment and culture, employee competence and integrity, management strategies and philosophies, extent and degree of process centric approach to business, etc. Sound and effective management of operational risks is extremely critical for enterprises in general and banks and financial institutions in particular. Effective management of operational risks through measurement, monitoring and mitigation, results in benefits like reduction in frequency and severity of losses, safe and sound banking practices, better returns to stakeholders due to lower losses and improved business environment, compliance with regulations, internal policies and procedures. A sound and comprehensive Operational Risk Management (ORM) Policy is the first step towards effective operational risk management.
- Small Industries Development Bank of India (hereinafter called as "SIDBI" or "Bank") invites proposals from experienced and eligible entities (hereinafter referred to as "Respondent" or "Bidder" or "Vendor") to onboard vendor / **consultant for Review of Operational Risk Management Framework in the Bank.**

Further, the vendor should also develop mechanisms for making necessary regulatory and statutory disclosures as required from time to time. For enabling the same, engagement of "**Consultant for Review of Operational Risk Management Framework**" across the various work areas of the Bank is proposed.

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6. Scope of Work

6.1 Objective

The objectives of this project include:

- a) Enhancing Operational Risk Management Capabilities
 - 1) Strengthening the Bank's ORMF and enhancing bank's ability to identify, assess, and manage operational risks effectively.
 - 2) Strengthening governance structures and risk culture in the Bank to embed ORM principles.
- b) Strengthening Operational Resilience Frameworks
 - 1) Design and implement robust business continuity plans (BCPs) to ensure the continuity of critical operations during disruptions.
 - 2) Enhance incident management processes to enable timely Response
 - 3) Mapping Interconnections and Interdependencies and Third Party Dependency Management
- c) Design Disclosure & Reporting policies and systems for ORM
- d) Design feedback system for continuous improvement in ORMF
- e) Aligning with Regulatory Expectations
 - 1) Ensure compliance with regulatory requirements related to operational risk management and operational resilience.
 - 2) Incorporate industry best practices and regulatory guidelines into the operational risk management and resilience frameworks

6.2 Scope of work

The scope of work and deliverables for the bidder includes, but not limited to, the following services under each pillar of the RBI's Guidance Note:

A. Pillar I: Prepare and Protect

a) Gap Assessment:

- Conduct thorough review of the Bank's existing ORM framework & policies and suggest improvement in ORMF and policies in accordance with the extant RBI guidelines and best industry practices.

b) Policy & Governance:

- Updation of Banks ORM related policies, processes and control framework in line with the regulatory requirements and best industry practices.
- Recommend changes in governance structure including roles and responsibilities of Board & its committees and all the three lines of defence (Business units/ ORM Cell including Compliance/ Audit).
- Recommend measures to improve Bank's risk culture.

c) Risk Identification & assessment:

- Review and update identified Operational Risks, key controls, operational risk management tools, risk appetite and tolerance and risk mitigation strategies and instruments
- Review and design/update Operational Risk Management and measurement policies, standards and guidelines; monitoring and reporting of the Operational Risk profile; and Operational Risk training.
- Design/update procedure for ensuring accurate data for risk measurement/assessment, whose integrity is ensured by strong governance and robust verification and validation procedures
- Strengthen and enhance RCSA framework in accordance with the regulatory guidelines, best industry practices and the Bank's business model & structure. It should cover:
 - ✓ Upgrade RCSA framework & methodology and its implementation including risk identification, risk assessment and mitigating actions.
 - ✓ Identification of key risks/ additional risks through RCSA results.
 - ✓ Documentation of risks & controls across business and support functions.
 - ✓ Testing of control design and control performance in terms of effectiveness.
 - ✓ Preparation of new RCSA registers for new products/ processes and update/ revise existing RCSA registers for all Business Verticals/ processes of Bank.
 - ✓ Suggestion regarding changes/ upgradation, if any, in the existing software for Operational Risk and procuring a new software, if required, for implementing ORMF or changes in OR risk assessment methodology.

d) Key Risk Indicators (KRIs)

- Review Bank's KRI framework and make required enhancement of the KRI framework to capture relevant risk at desired frequency.

e) Change Management:

- Develop/update change management policies and procedures defining the process for identifying, managing, challenging, approving and monitoring change (new products, services, activities, processes, and systems, etc.) to improve the understanding and elevate the importance of operational risk across levels.

f) Risk Appetite & Tolerance:

- Review and suggest changes in the bank's risk appetite and tolerance levels, methodology for regular monitoring of threshold limits, Risk appetite for operational risks and action proposed in case of breach of thresholds.

- Develop stress scenarios and testing framework including threshold limits, ensuring alignment with business strategies to understand potential impacts of various events including high severity events.
- Develop Benchmarking and comparative analysis system/framework

g) Vendor onboarding:

- Develop an RFP/ RRF document (if required) for vendor onboarding in the event any new software is to be procured/ developed and assist in selection of vendor.

h) Monitoring and reporting

- Develop/update process to regularly monitor Operational Risk (including Operational Risk events, control deficiencies, process inadequacies, and non-compliance with Operational Risk tolerances), Operational Risk Profile, material operational exposures, adherence to the Operational Risk appetite and tolerance statement, Operational Risk events and losses, etc.
- Put in place an framework for reporting to Senior Management and the Board along with the templates of such reports.

i) Control and Mitigation

- Develop/update internal controls that utilise policies, processes and systems and appropriate risk mitigation and/or transfer strategies to manage control and mitigate operational risks for efficient and effective operations and comply with applicable laws and regulations

B. Pillar 2: Build Resilience

a) Operational Resilience framework:

- Develop/ Enhance the framework for improving Operational Resilience and Business Continuity Management of the Bank based on Regulatory requirements and best industry practices.
- Conduct an in-depth and detailed assessment of the Bank's existing Business Continuity Management and Operational Resilience program, i.e. the Bank's ability to respond to and recover from disruptions/ operational risk-related events.
- Suggest improvement in extant policies, operating procedures, standards, strategic roadmaps in respect of business continuity and testing, third-party dependencies, incident management, cyber security, information/ data security, technology resilience and virtual work arrangements

b) Critical Business Services:

- Define Critical/ Important Business Services, Processes and Operational Impact Tolerances
- Define and develop operational impact tolerance metrics for each critical operation across Time based, Quantity based, Service based and any other additional criteria.

- Review, enhance and document recovery time objectives (RTO) and recovery point objectives (RPO) for all critical functions/ services.
- c) Business Continuity Planning:**
- Assist in formulating/ upgrading Business Continuity Management Plans for critical and other important services and applications.
 - Define, create, and document the Business Impact Analysis (BIA) approach for all IT and Non-IT Applications/ systems and processes.
- d) Mapping of Interconnections and Interdependencies:**
- Formulate and provide methodology/ mechanism for mapping the internal and external interconnections and interdependencies that are necessary for the delivery of critical operations consistent with the Bank's approach to operational resilience.
- e) Third-party Dependency Management:**
- Propose a methodology to assess risks from third-party dependencies from Operational Resilience and Business Continuity Management perspective.
 - Develop/ upgrade due diligence framework for all third-party/ outsourcing vendors (covering assessment of their financial sustainability, technical capabilities, security standards and their ability to comply with regulations) as per the Bank's level of business structure, regulatory guidelines, leading industry practices.
 - Develop/upgrade policy on management of service providers for managing risks associated with reliance on third parties, in line with regulatory guidelines and industry best practices.
 - Design framework for contingency plans and exit strategies to maintain the Bank's operational resilience in the event of a failure or disruption at a third-party level impacting the provision of critical operations.
- f) Business Continuity Planning and Testing**
- Review and enhancement of BCP document, process and level of readiness.
 - Design/ upgrade the framework to conduct regular business continuity exercises to test the effectiveness of BCPs under severe but plausible scenarios.
 - Design/ upgrade scenario planning exercises to identify potential disruptions and their impacts including IT data center related disasters.
 - Perform impact assessments for each identified scenario with regards to its financial, operational, legal and reputational consequences.
- g) Crisis Management:**
- Develop/ Update the Crisis Management Framework and Emergency Response Framework including teams, roles, responsibilities and procedures for each team.

h) Incident Management:

- Design and develop response and recovery plans to manage incidents that could disrupt the delivery of critical operations in line with the Bank's risk appetite and tolerance for disruption. Assist the Bank in implementing these plans.
- Develop a framework for communication plans to report incidents to both internal and external stakeholders (e.g., customers, management, employees, regulatory authorities), including performance metrics during an incident and analysis of lessons learned after the incident.

i) Information and Communication Technology (ICT) including Cyber security

- Review and update/ develop comprehensive loss data management framework.

Review the IT related policies and procedures (including cyber security) and suggest enhancements as per regulatory guidelines and leading industry practices.

- Design/ update approaches to ICT readiness for stressed scenarios from disruptive external events, such as the need to facilitate the implementation of wide-scale remote-access, rapid deployment of physical assets and/or significant expansion of bandwidth to support remote user connections and customer data protection

j) Scenario Testing & Assurance Reporting:

- Formulate and provide a methodology for identifying sample list of relevant scenarios applicable to each critical function/ operation [Customer/ business service-wise].
- Formulate and provide a methodology for conducting an operational resilience scenario testing exercise and develop the draft of an associated assurance reporting format.

k) Trainings and Documentation

- Create a detailed Operational Resilience and Business Continuity Management Awareness plan, covering awareness sessions for the following target audiences in the Bank - Senior/ Top Management, OR Team, Concerned Departments and General / outsourced Staff of SIDBI.
- Conduct Business Continuity Management tabletop exercise/ mock drills and structured walk through and provide necessary training, templates, and collateral documentation [including SOP] for team to independently conduct scenario testing and assurance reporting after the engagement concludes.

C. Pillar 3: Learn and Adapt**a) Regulatory & Management reporting:**

- Gap analysis of existing disclosure and reporting framework and suggest changes in disclosure and reporting for complying with regulatory requirement and in line best industry practices.
- Suggest the enhancement in existing reports as well creation of new management or regulatory reports, which could improve compliance, monitoring and decision making.
- Develop an operational risk disclosure policy to comply regulatory requirements and best industry practices and framework for internal controls over the disclosure process and assessing the appropriateness of its disclosures.

b) Framework for lessons learned exercise including Root-Cause Analysis:

- Design framework for capturing and analysing operational risk events and incidents, identifying root causes and learnings to adapt and respond to future operational events
- Devise a framework of criteria or questions to identify deficiencies in existing ORMF, controls, monitoring, etc. and suggestion for improvements
- Devise report/ self-assessment analysis document post any incident

c) Operational Risk Dashboard:

- Design operational risk dashboards based on available data, having key performance indicators (KRIs) and metrics to assess the effectiveness of operational risk management strategies and controls.

d) Feedback mechanism:

- Develop feedback mechanism to continuously improve ORMF/risk management practices. Feedback system should identify and assess the type, nature and severity of potential Operational Risks that could be faced by the Bank as well as where the vulnerabilities that need to be addressed and control and mitigation measures to tackle these risks/ vulnerabilities

e) Independent reviews and audits:

- Suggest framework for independent reviews and audits of the ORMF to ensure robustness, compliance, and continuous improvement

6.3 Deliverables

6.3.1 The selected Bidder is expected to deliver specified outcomes within a maximum period of Six (6) months after the start date. Failure to do so would be liable for LD as stated in the bid, unless Bank grant an extension to the bidder 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 indicative time frame is as given under:

Time Frame	Milestone/s	Deliverable/s
6 Months	1. Project plan	

from date	start	
	<p>2. Pillar 1: Prepare and Protect</p>	<ul style="list-style-type: none"> a. Gap Report for existing ORM policies and frameworks, system capabilities and RCSA and KRI. b. Enhanced ORM policies and framework document. c. Comprehensive inventory of operational risk and controls across business and support functions. d. Testing of control design and control performance in terms of effectiveness. e. Policy document and framework for change management. f. Comprehensive enhanced framework document for risk appetite and tolerance levels, stress scenarios and testing framework. g. Comprehensive requirement document for system capabilities, UAT, and change management. h. Development of an RFP for vendor onboarding (if required). i. Updated process to regularly monitor Operational Risk, Operational Risk Profile, material operational exposures, adherence to the Operational Risk appetite and tolerance statement etc. j. Framework for reporting to Senior Management and the Board along with the templates of such reports k. Updated internal controls to manage control and mitigate operational risks for efficient and effective operations and comply with applicable laws and regulations. l. Conduct Workshop and walkthrough (approx. 5-6) for OR managers at mutually agreed centres. Consultant to provide training materials and workshop presentation slides.
	<p>3. Pillar 2: Build Resilience</p>	<ul style="list-style-type: none"> • Enhanced policy document for BCP and framework for Operational

		<p>Resilience.</p> <ul style="list-style-type: none"> • Comprehensive enhanced framework document for incident management, IT & IS (including cyber security) BIA, Loss data management, communication plan & third-party management, etc. • Development of comprehensive framework for critical operations & scenario planning for potential disruptions. • Methodology/ mechanism for mapping the internal and external interconnections and interdependencies. • Policy on management of service providers for managing risks associated with reliance on third parties. • Framework for contingency plans and exit strategies to maintain the Bank's operational resilience • Detailed Operational Resilience and Business Continuity Management Awareness plan. • Provide necessary training, templates, and collateral documentation for SIDBI team to independently conduct scenario testing and assurance reporting.
	<p>4. Pillar 3: Learn and Adapt</p>	<ul style="list-style-type: none"> • Gap report for existing policies and frameworks including current regulatory and management reports • Comprehensive framework document for operational risk event capture and root cause analysis, feedback mechanisms and review and audit of ORMF. • Enhanced report formats for disclosures. • Carry out root cause analysis for 5-6 major loss events.

		<ul style="list-style-type: none"> • Design and development of risk dashboard for capturing KRIs and metrics. • Policy document for operational risk disclosure policy and framework for assessing the appropriateness of its disclosures and disclosure policy.
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6.3.2 Presentation to Management / Board

- a) The selected agency will be expected to make a comprehensive presentation, after finalisation of the report, to SIDBI. It is expected that the selected agency will deliver the output as per the time schedule.
- b) The selected Bidder is expected to deliver specified outcomes within a specified period of six (6) months i.e. 180 calendar days from the effective date as detailed below.

S. No.	Particular	Timeline
1	Submission of Gap Analysis Report	Within 30 calendar days from the effective date of assignment.
2	Submission of Draft Report	Within 120 calendar days from the date of acceptance of Gap Analysis report by SIDBI.
3	Presentation to SIDBI before finalisation of the report.	Within 30 calendar days from the date of acceptance of draft report by SIDBI.
4	Submission of Final Report	

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7. Evaluation Methodology

7.1 Evaluation process

- 7.1.1 The Bank has adopted a two (2) cover method in which the Bidder has to submit following bids in separate files at the time of submission of bids as stipulated in this document.
- a) Eligibility Criteria and technical bid
 - b) Commercial Bids
- 7.1.2 The Bank shall first evaluate the 'Eligibility Criteria and Technical Bids'. 'Commercial bids' shall be opened for only the shortlisted bidders after eligibility and technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 80% and Relative Commercial Bid Score a weightage of 20%.
- 7.1.3 The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.
- 7.1.4 All the documentary proofs are to be submitted along with the bid in this regard.
- 7.1.5 Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
- 7.1.6 During evaluation, Bank at its discretion can ask the bidders for clarifications, if required.
- 7.1.7 Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
- 7.1.8 **Normalization** - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

7.2 Opening of Minimum Eligibility and Technical Bids

Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.

7.3 Preliminary Examinations

- 7.3.1 The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 7.3.2 The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder or change the substance of the bid.

- 7.3.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning, performance security, eligibility criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 7.3.4 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 7.3.5 The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

7.4 Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, the Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

7.5 Evaluation of Eligibility Criteria and Technical Bids

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

completed, the bidders who score more than the prescribed cut off score will only be short listed.

7.5.5 Eligibility Criteria and Technical bids would be evaluated based on the following eligibility criteria / Evaluation parameters:

SN	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology
1	Annual Revenue of the bidder	<p>The average of annual revenue (best of three in the five financial years starting from FY2020*) of the bidder - Minimum – ₹125 crore</p> <p><i>Revenues refer to revenues that the bidder has earned as advisory fees in India on topics such as Risk Management/ strategy/ operations/ sales/ performance/ transformation/ turnaround/ organization design/ digital transformation/ framework design & implementation, Sustainability/ ESG, New Product Development, etc.,</i></p> <p>* Companies following Calendar Year as a financial year may kindly can submit their statements from CY2019 onwards.</p>	10	<p>Average Turnover revenue (best of three in the five years financial years starting from FY2020):</p> <ul style="list-style-type: none"> ○ Equal to or more than ₹125 crore but less than ₹200 Crore – 4 marks ○ Equal to or more than ₹200 crore but less than ₹350 Crore – 6 marks ○ Equal to or more than ₹350 crore but less than ₹500 Crore – 8 marks ○ Equal to or more than ₹500 crore – 10 marks <p>➤ <i>Copy of relevant audited financial statements.</i></p> <p>➤ <i>Auditors Certificate stating revenues from advisory fees in relevant financial years.</i></p>
2	Bidders Experience	<p>Experience in Global projects each of minimum size of ₹1 crore / Indian projects each of minimum size of ₹25 lakh, in the last 5 years, focussing on Operational Risk for,</p> <p>a. Banks/ Institutions having loan portfolio size of more than ₹1,00,000 crore; or</p> <p>b. NBFCs having loan portfolio size of more than ₹10,000 crore;</p> <p>Minimum – One completed eligible assignment. 5 years will be counted from date of completion of Assignment.</p>	15	<p>Scoring is based on</p> <p>a) 2 marks for each completed assignment - (Max - 10 marks)</p> <p>b) Project Size (Max 5 projects will be evaluated)</p> <ul style="list-style-type: none"> ○ Project size > ₹25 lakh and up to ₹1 crore - 0.50 mark each ○ Project size more than ₹1 crore -1 mark each <ul style="list-style-type: none"> • Total marks will be summation of A+B (Max - 15 marks). • Only completed assignments will be considered for evaluation. <ul style="list-style-type: none"> ○ Completion Certificate from client "OR" ○ Self-Declaration to be furnished by the bidder on its letter head.

SN	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology
				<ul style="list-style-type: none"> Bidder should submit brief description of the assignment and duration of the assignment along-with copy of the work order / contract to verify the credentials. The Bank reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of technical evaluation.
3	Suitability of key resource -Project Head (Head- Risk Analyst)	<p>Project Head (Head-Risk Analyst) Education / Experience Qualification:</p> <ul style="list-style-type: none"> Experience of minimum 10 years in the capacity of Project Head in the field of developing and implementing detailed projects for large financial institutions/ large corporates (MNCs/ NSE listed top 100 corporates) in a variety of areas, including Operational Risk Management frameworks for BFSI / large corporates. Educational qualification: Post graduate degree/ Diploma in finance or management or economics or environment or related field. 	15	<p>Project Head (Head-Risk Analyst) Scoring Methodology</p> <p>CV should cover</p> <ul style="list-style-type: none"> Educational Background (max 5 marks: 2 marks for Post Graduate Degree or equivalent from recognized University/ institution; 2 marks for any professional certification and 1 mark for any diploma or its equivalent) Experience of relevant engagements in detail. (max 10 marks - 2 marks for each completed relevant assignment) <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>

SN	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology
4	Domain Expert – (Senior) (Risk Analyst)	<p>Domain Expert– (Senior) (Risk Analyst)/Educational Qualification:</p> <ul style="list-style-type: none"> ○ Minimum experience of 7 years in field of Risk Management including Operational Risk. ○ Educational qualification: Graduate / Post graduate degree in finance or management or economics or environment or related field. 	10	<p>Domain Expert– (Senior) (Risk Analyst) / Scoring Methodology:</p> <p>CV should cover</p> <ul style="list-style-type: none"> ○ Educational Background (max 5 marks: 2 marks for Post Graduate Degree or equivalent from recognized University/ institution; 2 marks for any professional certification and 1 mark for any diploma or its equivalent) ○ Experience of relevant engagements in detail. (max 5 marks – 2.5 marks for each completed relevant assignment) <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>
5	Domain Expert – (Junior) (Risk Analyst)	<p>Domain Expert– (Junior) (Risk Analyst)/Educational Qualification:</p> <ul style="list-style-type: none"> ○ Minimum experience of 5 years in field of Risk Management including Operational Risk. ○ Educational qualification: Graduate / Post graduate degree in finance or management or economics or environment or related field. 	10	<p>Domain Expert– (Junior) (Risk Analyst) / Scoring Methodology:</p> <p>CV should cover</p> <ul style="list-style-type: none"> ○ Educational Background (max 5 marks: 3 marks for Post Graduate Degree or equivalent from recognized University/ institution; 2 marks for any professional certification) ○ Experience of relevant engagements in detail. (max 5 marks – 2.5 marks for each completed relevant assignment) <p>Scoring shall be done through Evaluation and qualitative</p>
6	Presentation	<p>Understanding of the scope of the assignment:</p> <ul style="list-style-type: none"> ○ Understanding of Operational Risk within Banks and Financial Services Industry and latest trends in this regard. ○ Understanding of Banking & Financial Services Sector and risk facing the BFSI including issues related to Operational Risk. 	40	<p>Assessment by Evaluation Committee based on the presentation and interaction during the presentation to the Evaluation Committee.</p>

SN	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology
		<ul style="list-style-type: none"> o Brief of the assignments/projects completed during last 5 years o Understanding of deliverables of the engagement. 		
Total Marks			100	

A “Combined Score” will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a weightage of **80% for technical and 20% for commercials**.

- 7.5.6 Bidder must comply with all above-mentioned criteria. Non-compliance of any of the Eligibility criteria will entail rejection of the offer summarily. The evaluation committee reserves the right to verify /evaluate the claims made by the vendor independently. Any discrepancy could lead to censuring / blacklisting of the bidder. Any decision in this regard shall be final and binding upon the bidder.
- 7.5.7 Bid should contain detailed responses to each of the above eligibility criteria along with documentary proofs as specified above.

7.6 Commercial Evaluation

- 7.6.1 Financial bids will be opened only for technically qualified bidders.
- 7.6.2 In respect of all the qualified bidders (refer to Clause for evaluation of technical bids), in whose case, the commercial bid has been opened, a combined techno-commercial evaluation will be done by the Techno Commercial evaluation committee as per the following procedure:

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

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

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

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

A “Combined Score” will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a weightage of 80% for technical and 20% for commercials as detailed below.

Then combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest Combined Score (H1), up to 2 decimals.

Formula for calculating the Combined Score of technically qualified bidder is as follows:

$$H = (T/(T \text{ high}) \times 80) + ((C \text{ low})/C \times 20)$$

T= Technical Score ; T High = Highest Technical Score among the bidders

C= Commercial Quote ; C Low = Lowest commercial quote of C among the bidders

Whereas: H = Combined Score

For example,

Bidder	Nominal Technical Evaluation Marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
A	95 (T High)	18	(95/95) *80 = 80.0	(10/18) *20=11.11	80.00+11.11=91.11 (H-2)
B	90	13	(90/95) *80=75.79	(10/13) *20=15.38	75.79+15.38=91.17 (H-1)
C	80	10 (C low)	(80/95) *80=67.37	(10/10) *20=20.00	67.37+20.00=87.37 (H-3)

In the above example, Bidder B with Combined highest score (H-1) becomes the successful Bidder. In case of a tie between bidders i.e. if two or more bidders receive the same combined score, the bidder with the higher technical score shall be declared as (H-1). Two decimals (rounded off) will be considered for evaluation.

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

7.7 Commercial Bid

- 7.7.1 All prices should be quoted in (INR) only. However, GST and other applicable taxes will be paid as per actuals.
- 7.7.2 The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
- 7.7.3 In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
- 7.7.4 Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.

7.8 Arithmetic errors correction

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

- 7.8.1 If there is discrepancy in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- 7.8.2 If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 7.8.3 Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder or change substance or price of the bid.

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8 General Terms and Conditions

8.1 General Provisions

8.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means all laws, brought into force and effect by the Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract.
- b. "Applicable Permit" means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws.
- c. "Completion Date" shall mean **six (6) months** from the Effective Date, as the date of completion of the scope of Services.
- d. "Contract" means this Agreement signed by the Parties together with the following documents:
 - (i) this Agreement and its Appendices;
 - (ii) the Offer Letter;
 - (iii) the RfP or pre-bid meeting clarifications or any amendment or corrigendum issued to RfP;
 - (iv) The bid submitted by the bidder
- e. "Effective Date" means the date on which this Contract comes into force and effect pursuant to **Clause 8.2.1**;
- f. "Government" means Government of India;
- g. "The Bank" or "SIDBI" or "Buyer" means Small Industries Development Bank of India
- h. "RFP" or "RfP" or "Tender" or "Bid document" means the 'Request for Proposal document'
- i. "Bid" or "Offer" means the written reply or submission of response to this RfP by a bidder.
- j. "Consultant" or "Consulting Agency" or "Bidder" or "Seller" means the respondent to the RfP document.
- k. 'Local currency' means the Indian Rupees;
- l. "Member", in case the Consulting Agency consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;

- m. "Party" means the SIDBI or the Consulting Agency, as the case may be, and Parties means both of them;
- n. "Personnel" means persons hired by the Consulting Agency as Employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in **Clause 8.4.2 (a)**.
- o. "Services" and/or "Deliverables" means the work to be performed by the Consulting Agency pursuant to his/her contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be adopted by the Consulting Agency for carrying out the assignment may be modified depending after mutual discussions with SIDBI. The work plan as indicated by the Consulting Agency may also get modified accordingly.
- p. "Vendor" or "Shortlisted Bidder" is one who is found eligible as per eligibility criteria set out in this RfP, whose technical Bid has been accepted and who has emerged as successful bidder as per the selection criteria set out in the RfP and to whom notification of award / / notification of selection of technical evaluation / Lol / Purchase Order has been given by the Bank.
- q. "Order value" means value of purchase order placed by the Bank on the bidder/selected bidder under this project for the full and proper performance of its contractual obligations;
- r. "Third Party" means any person or entity other than the SIDBI and the Consulting Agency.

8.1.2 Interpretations

In this Contract, unless the context otherwise requires:

- a. references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- b. references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- c. the table of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract;
- d. the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- e. any reference to a day shall mean a reference to a calendar day;
- f. any reference to a “business day” shall be construed as reference to a day (other than a Sunday) on which banks in the State are generally open for business;
- g. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- h. time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

8.1.3 Priority of agreements, clauses and schedules

- a. This Contract, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Contract, the priority of this Contract and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
 - i. this Contract;
 - ii. the RFP inclusive of pre-bid clarifications or amendments or corrigendum;
 - iii. Offer Letter;
 - iv. Proposal; and
 - v. all other agreements and documents forming part hereof or referred to herein.

- b. Subject to the provisions of **Clause 8.1.3(a)**, in case of ambiguities or discrepancies within this Contract, the following shall apply:
- i. between two or more Clauses of this Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - ii. between the Clauses of this Contract and the Appendix, the Clauses shall prevail;
 - iii. between any two Appendix, the Appendix relevant to the issue shall prevail; and
 - iv. between any value written in numerals and that in words, the latter shall prevail.

8.1.4 Relation between parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the SIDBI and the Consulting Agency. The Consulting Agency, subject to this Contract, have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

8.1.5 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

8.1.6 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, fax, or email.

8.1.7 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

8.1.8 Location

The Services shall be performed at such locations as the SIDBI may approve.

8.1.9 Taxes and Duties

The Consulting Agency and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law and the SIDBI shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed. The SIDBI shall not be liable for any tax

levied on the remuneration and allowances of the Consulting Agency as per this contract.

8.2 Commencement, Completion, modification and Termination of Contract

8.2.1 Effectiveness of Contract

This Contract shall come into force and effect on **the ("Effective Date")** of the SIDBI notice to the Consulting Agency instructing the Consulting Agency to begin carrying out the Services.

8.2.2 Expiration of Contract

Unless terminated earlier pursuant to conditions specified in **Clause 8.2.9**, or otherwise extended, this Contract shall expire when services have been completed and all payments have been made as specified.

8.2.3 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties to the contract or their duly authorized representatives.

8.2.4 Force Majeure

8.2.4.1 Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, pandemic, epidemic, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, nationwide strikes, lockouts or other industrial action, confiscation or any other action by government agencies.
- b. Force Majeure shall not include
 - i. any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees;
 - ii. any economic hardship, insufficiency of funds or failure to make any payment required hereunder;
 - iii. strike, lockout and other industrial actions restricted to the employees or personnel of the Parties;
 - iv. general routine Covid-19 quarantine requirements and other restrictions, which do not result in complete lockdown or shut down or prevention of work from home;
 - v. any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

8.2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, "due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

8.2.5 Measures to be Taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event. Submission of such notice shall be a condition precedent to any relief under this **Clause 8.2.4**. And shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

8.2.6 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. This doesn't preclude the SIDBI from extending the time period of the assignment.

8.2.7 Consultation

Not later than thirty (30) days after the Consulting Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

8.2.8 Suspension

The SIDBI may, by written notice of suspension to the Consulting Agency, suspend all payments to the Consulting Agency hereunder if the Consulting Agency fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consulting Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consulting Agency of such notice of suspension.

8.2.9 Termination

8.2.9.1 By SIDBI

- a. SIDBI may, by not less than thirty (30) days' written notice of termination to the Consulting Agency , such notice to be given after the occurrence of any of the events specified in paragraphs (b) through (i) of this **Clause 8.2.9.1**, terminate this Contract.
- b. if the Consulting Agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to **Clause 8.2.8** hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the SIDBI may have subsequently approved in writing;
- c. if the Consulting Agency becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- d. if the Consulting agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 8.9** hereof;
- e. if the Consulting agency submits to the SIDBI a statement, representation or warranty which has a material effect on the rights, obligations or interests of the SIDBI and which the Consulting agency knows to be false;
- f. if, as the result of Force Majeure, the Consulting Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- g. if the SIDBI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- h. if the consulting agency, in the judgment of the SIDBI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the SIDBI, and includes collusive practice among bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the SIDBI of the benefits of free and open competition.
- i. If the consultant / consulting agency stops the work for a period of 30 days without assigning any reason whatsoever and if this was not indicated in the time schedule of assignment.

8.2.9.2 By the Consulting Agency

The Consulting Agency may, by not less than thirty (30) days' written notice to the SIDBI, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this **Clause 8.2.9.2**, terminate this Contract:

- a. if the SIDBI fails to pay any money due to the Consulting Agency pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within sixty days (60) days after receiving written notice from the Consulting Agency that such payment is overdue;
- b. if the SIDBI fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

8.2.9.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses 8.2.9.1 or 8.2.9.2** hereof, the Consulting Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consulting Agency and equipment and materials furnished by the SIDBI, the Consulting Agency shall proceed as provided, respectively, by **Clauses 8.3.10 or 8.3.11** hereof.

8.2.9.4 Payment upon Termination

In the event of such termination, the Consulting Agency shall be compensated for the actual amount of work performed in accordance with the terms of this Contract, Scope of Work and RfP as on the date of termination on pro rata basis after offsetting against these payments any amount that may be due from the Consulting Agency to the SIDBI. All advances paid to the consulting agency shall be immediately refunded to the SIDBI.

8.2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in **Clause 8.2.9.1 or in Clause 8.2.9.2** hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to **Clause 8.9** hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

8.3 Obligations of the Consulting Agency

8.3.1 General

8.3.1.1 Standard of Performance

The Approach and Methodology followed by the Consulting Agency for performing its Services should be in line with the requirements spelt out in the RfP and as proposed and agreed. Any deviation will require approval of the SIDBI. The Consulting Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consulting Agency shall always

act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SIDBI, and shall at all times support and safeguard the SIDBI legitimate interests in any dealings with Sub-consultants or Third Parties.

8.3.1.2 Law Governing Services

The Consulting Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consulting Agency and any Sub-consultants, comply with the Applicable Law. The Consulting Agency shall also obtain any and all Applicable Permits required to be obtained by it for the performance of the obligations under this Contract.

8.3.2 Conflict of Interest

8.3.2.1 The Remuneration of the Consulting Agency pursuant to **Clause 8.5** hereof shall constitute the Consulting Agency's sole remuneration in connection with this Contract or the Services and, subject to **Clause 8.3.2.2** hereof, the Consulting Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consulting Agency shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

8.3.2.2 If the Consulting Agency, as part of the Services, have the responsibility of advising the SIDBI AIFI on the procurement of goods, works or services, the Consulting Agency shall comply with any applicable procurement guidelines of the Government of India/SIDBI/ and shall at all times exercise such responsibility in the best interest of the SIDBI. Any discounts or commissions obtained by the Consulting Agency in the exercise of such procurement responsibility shall be for the account of the SIDBI.

8.3.3 Confidentiality

The Consulting Agency their Sub-consultants and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the SIDBI business or operations without the prior written consent of the SIDBI.

Parties agree that Consulting Agency shall submit the Deliverables and all documents / presentations in a mutually acceptable format for the project. SIDBI agrees that no separate mention of Consulting Agency in connection therewith is made by the SIDBI in any redistributed Deliverables to any third party, except Government of India or any public announcement without the prior written consent of the Consulting Agency.

8.3.4 Liability of the Consulting Agency

The Consulting Agency's liability under this Contract shall be as provided by the Applicable Law. Under no circumstances will Consulting Agency's and SIDBI aggregate liability to other Party for any and all claims, including third party claims, or losses arising from or in connection with or relating to the Contract, whether in contract (including under an indemnity), tort (including negligence), strict liability, statute or otherwise, exceed an amount equal to the fees paid by SIDBI to Consulting Agency for the Service or Deliverable that gave rise to the claim.

8.3.5 Insurance to be taken out by the Consulting Agency

All costs involved in taking the insurance will be borne by the Consulting agency.

8.3.6 Reporting Arrangements

The Consulting agency shall neither seek nor accept instructions from any authority external to the SIDBI in connection with the performance of services under the Contract.

8.3.7 Accounting, Inspection and Auditing

The Consulting Agency (i) shall keep accurate and systematic accounts and records in respect of the Services, in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and (ii) shall permit the SIDBI or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the SIDBI.

8.3.8 Consulting Agency's Actions Requiring SIDBI's Prior Approval

The Consulting Agency shall obtain the SIDBI's prior approval in writing before taking any of the following actions:

- a. appointing such members of the Personnel as are listed in **Annexure - XIII** herein below by the Consulting Agency merely by title but not by name
- b. extension of time period for completion of services for any reason including Force majeure.

8.3.9 Reporting Obligations

The consulting agency shall furnish, compile or make available at all times to the SIDBI and records of information, oral or written, which the SIDBI may reasonably request of the services to be performed under this contract.

8.3.10 Documents Prepared by the Consulting Agency to Be the Property of the SIDBI

- a. All drawings, photographs, reports, recommendations, estimates, documents and all other data compiled or received by the Consulting Agency under this Contract and the intellectual property therein, (i) shall be owned by and be the property of the SIDBI, (ii) shall be treated by the Consulting Agency, its personnel, sub-contractors and advisers as confidential, (iii) shall be delivered only to the duly authorized officials of SIDBI on completion of work under this Contract or as may otherwise be specified by the SIDBI under this Contract. In no event shall the contents of

such document or data are made known by the Consulting Agency to any person or organisation without written approval of the SIDBI.

- b. All copyright, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract, shall become the property of the SIDBI as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as the SIDBI may determine appropriate.
- c. Background IPR: Final versions of presentations, reports and other material that Consulting Agency provide to SIDBI will become SIDBI's property ("Deliverables"). Consulting Agency shall retain ownership of its underlying intellectual property, including its knowledge of business principles and those analytical concepts, approaches, methodologies, models, processes, discoveries, tools, ideas and formats developed by Consulting Agency staff in course of its work for clients, or during its own research ("Consulting Agencies Methodology"). In the course of providing the Services, Consulting Agency may also develop or enhance its collective knowledge which shall be considered Consulting Agency Methodology.
- d. If Consulting Agency agrees to SIDBI disclosing the Deliverables to third parties, SIDBI agrees that Consulting Agency will not be responsible for any losses incurred by SIDBI or any third party as a result of or in connection with such disclosure, or the third party's use of or reliance on the Deliverables or any other aspect of Consulting Agency's work.

8.3.11 Equipment and Materials Furnished by the SIDBI

This Clause will be applicable in the event any equipment or material is made available by SIDBI. Equipment and materials made available to the Consulting Agency by the SIDBI or purchased by the Consulting Agency with funds provided by the SIDBI, shall be the property of the SIDBI and shall be marked accordingly. Upon termination or expiration of this Contract, the Consulting Agency shall make available to the SIDBI an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the SIDBI's instructions. Such equipment or property when returned to the SIDBI shall be in the same condition as when delivered to the consulting agency, subject to normal wear and tear. The consulting agency shall, in any event be liable to the SIDBI for the loss of or damage to such equipment or property through his/her fault or negligence.

8.3.12 Monitoring of Consulting Agency Performance

The SIDBI would monitor the progress of the project through meetings with the Consulting Agency at a time and place to be indicated by the SIDBI.

8.4 Consulting Agency's Personnel

8.4.1 General

The Consulting Agency shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

8.4.2 Description of Personnel

- a. The titles agreed job descriptions, qualification and estimated periods of engagement in the carrying out of the Services of each of the Consulting Agency's Key Personnel are described in **Annexure - XIV**.
- b. Any adjustments shall only be made with the SIDBI approval.
- c. If additional work is required beyond the scope of the Services specified or change in the Scope of Service, the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the SIDBI and the Consulting Agency, provided that any payment for such increase or a change in scope of service shall be mutually agreed between the Parties based on the pricing agreed for the scope of Services under this Contract.
- d. Subject experts and Project Leader should be available for interaction with the SIDBI, as and when required by the SIDBI. SIDBI will give adequate notice for requesting for such an interaction. Consulting Agency will not field any substitute at the aforesaid interaction meetings unless prior approval has been accorded by the SIDBI. Other experts indicated are in addition and not in lieu of the key experts.

8.4.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name in **Annexure - XIV** are hereby approved by the SIDBI. In respect of other Key Personnel which the Consulting Agency propose to use in the carrying out of the Services, the Consulting Agency shall submit to the SIDBI for review and approval a copy of their Curriculum Vitae data.

8.4.4 Removal and / or Replacement of Personnel

- a. Except as the SIDBI may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consulting Agency, it becomes necessary to replace any of the Personnel, the Consulting Agency shall forthwith provide as a replacement a person of equivalent or better qualifications and experience with the prior approval of the SIDBI.
- b. If the SIDBI (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consulting Agency shall, at the SIDBI's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the SIDBI.
- c. The Consulting Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

8.4.5 Project Manager

The Consulting Agency shall ensure that at all times during the Consulting Agency's performance of the Services, a project manager as specified in **Annexure - XIV**, acceptable to the SIDBI is taking charge of the performance of such Services and also interface with the SIDBI on a day to day basis.

8.4.6 Right and remedies of SIDBI

- a. Nothing in or relating to this contract shall be deemed to prejudice or constitute a waiver of any rights or remedies of the SIDBI.
- b. The SIDBI shall not be liable for any consequences of, or claims based upon any act of omission on the part of the Government. The Consulting Agency shall be responsible for verifying and interpreting all data or information provided by SIDBI to the Consulting Agency. The SIDBI shall have not responsibility for the accuracy, sufficiency or completeness of such data.
- c. All deliverables submitted by the Consulting Agency shall be considered to have been completed when such deliverable is approved by SIDBI. SIDBI can make recommendations for amendments, clarifications and modifications to any deliverable provided by the Consulting Agency.

8.5 Payment to the Consulting Agency

8.5.1 Lumpsum remuneration

The agency's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, sub consultants costs, printing, communications, travel, accommodation and the like, and all other costs incurred by the Consulting Agency in carrying out the Services described in **Clause No 6**.

8.5.2 Contract Price

The price payable in Indian Currency is set forth in **Annexure - XI**.

8.5.3 Terms and Conditions for payment

- a. Payment would be settled on the completion (sign off) of each milestone as per the schedule given below:

Sl.No.	Particulars	% age of the Contract Value
1	Submission of Gap Analysis report and acceptance thereof by SIDBI	10%
2	Submission of draft report and acceptance thereof by SIDBI	40%
3	Acceptance of final report and acceptance thereof by SIDBI	50%

- b. Payments will be made by the SIDBI within thirty days of its approval of the quality of the deliverable as specified in **Clause 6.3** above, from the consulting agency against each milestone scheduled mentioned at **Clause no 8.5.3 (a)** and receipt of the corresponding invoice from the Consulting Agency specifying the amount due.
- c. First payment to the consulting agency will be payable only after submission of Performance Bank Guarantee for an amount equivalent to 5% of the contract value.
- d. Subsequent payments will be released on submission of deliverables and acceptance of the same by SIDBI.
- e. All the payments will be made by SIDBI, Mumbai electronically through RTGS/NEFT. Bidder is required to submit Bank Mandate form along with cancelled cheque in original with technical bid.
- f. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- g. TDS, if any, will be deducted while releasing the payment
- h. All payments will be made to the Bidder in Indian Rupee only
- i. No advance payment will be made in any case.
- j. Performance Bank Guarantee**
 - a. The Agency shall provide an unconditional and irrevocable Performance Bank Guarantee ("PBG") in the form and manner provided by the SIDBI equivalent to 5% of the Contract Price from a scheduled commercial bank having its office in Mumbai. The performance guarantee will be valid till Completion Date with claim period of **(1 year)**.
 - b. The PBG is to be submitted after the issue of the Offer Letter and before release of first or any payment under this Contract. If the PBG is not submitted within the time stipulated by SIDBI, then SIDBI reserve the right to cancel the order.
 - c. In the event of non-performance of obligation or failure to meet terms of this Contract, SIDBI shall be entitled to invoke the PBG without notice or right of demur to Consulting Agency.
 - d. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Consulting Agency fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

- e. The time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Consulting Agency , which in the opinion of SIDBI should entitle the Consulting Agency to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Consulting Agency would be required to extend the validity period of the performance guarantee accordingly.
- f. The Agency shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due or if required. In the event, the PBG is not extended prior to its expiry under the Contract, then SIDBI shall have the right to invoke the PBG.

8.5.4 Penalty for Default in Services

- a. If the selected bidder fails to complete the project within stipulated time, SIDBI will impose a penalty of 0.5% of the order value for each week's delay or part thereof attributable to the bidder, subject to maximum of 10% of the order value. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks.
- b. Penalty would not be applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to the Bank or Force Majeure.
- c. Bank reserves the right to adjust the penalty and Liquidity damages if any against any amount payable to the bidder or PBG.

8.6 Indemnification

- 8.6.1 The Agency shall indemnify, hold and save harmless and defend at its own expenses the SIDBI and its personnel from and against all suits, claims, demands and liability of any nature whatsoever, including without limitations, costs and expenses arising out of acts or omissions of the Consulting Agency, its employees and/or agents caused by or resulting from any operations(s) conducted by or on behalf of the Consulting Agency
- 8.6.2 The Agency shall , at all times, further indemnify SIDBI against any damages, cost, expenses and/or claims occasioned by any infringement(s) of Copyrights or Intellectual property (IPRs) of any third party occasioned by the services acts or commissions or omission or on behalf of the consulting agency.
- 8.6.3 Any failure or delay on the part of any party to exercise right or power hereunder shall not operate as a waiver thereof
- 8.6.4 Neither this Contract nor any rights under it may be assigned by either party without the express prior written consent of the other party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be

released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.

- 8.6.5 The agency shall at all times indemnify the SIDBI against any claims which may be made under the Workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen, staff and agent of the consulting agency or to the person whether in the employment of the consulting agency or not.

8.7 Fairness and Good Faith

8.7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.8 Operation of Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **Clause 8.9** hereof.

8.9 Settlement of Disputes

8.9.1 Amicable Settlement

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

8.9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in **Clause 8.9.3**

8.9.3 Dispute Settlement Mechanism

8.9.3.1 Arbitration

- 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. In case of Dispute or difference arising between the Bank and a Bidder relating to any matter arising out of or connected with this agreement,

such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the 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 Mumbai, 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 Mumbai, 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 and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- g. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- h. No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

8.9.3.2 Jurisdiction

In case of any dispute, jurisdiction shall be a court in Mumbai, India only.

8.10 Representation and Warranties

Each Party hereby represents and warrants to the other Party as follows:

- 8.10.1 it is duly incorporated and is validly existing and in good standing under the laws of its country of incorporation;
- 8.10.2 it has the power and authority to enter into and perform its obligations under this Contract;
- 8.10.3 this Contract has been duly authorised, executed and delivered by it and constitutes the legal, valid and binding obligation of it;
- 8.10.4 there is no pending or threatened litigation or claim which would materially impair its ability to perform its obligations under this Contract; and
- 8.10.5 the performance of its obligations under this Contract will not result in the breach of any term or provision of, or constitute a default under, any judgment, decree, indenture, mortgage or other agreement or instrument to which it is a party or by which it is bound, nor will such performance conflict

with any charter, by-law or similar provision applicable to it. There are no conflicts or violations of Applicable Law which would materially affect its right or ability to comply with the terms of this Contract.

8.11 Breaches of Intellectual Property Rights

8.11.1 The bidder shall not use:

- a. any intellectual property of the SIDBI except to the extent expressly permitted by this Contract; or
- b. in the performance of this Contract, any other material subject to any third-party intellectual property rights to which they have not been granted an appropriate license.

8.11.2 The bidder shall defend, indemnify and hold the SIDBI harmless against all claims, costs, charges and expenses arising from, or incurred by reason of, any actual infringement or alleged infringement of any rights in the any intellectual property of the SIDBI or intellectual property rights in the Services granted to SIDBI.

8.11.3 The bidder shall indemnify and hold the SIDBI harmless against and from any claim which arises out of or in relation to the Consulting Agency's performance of the Services. If, pursuant to any claim to which the indemnity in this **Clause 8.11** applies, the Services or any part thereof are held to constitute an infringement of the third party's intellectual property rights and/or use of the Services or any part thereof, the Consulting Agency shall, at its own cost, either procure for the SIDBI a non-terminable, non-exclusive, royalty-free transferable license from such third party to enable the SIDBI and its successors in title to the Services or, with the SIDBI prior written consent, reperform the Services enjoined with non-infringing Services of an equal or higher quality or modify the Services enjoined so that Services become non-infringing, provided, however, that no such replacement or modification shall in any way relieve the Consulting Agency of liability for any of its obligations under this Contract.

Bidder indemnity obligations shall be contingent upon bidder sole right to defend such claims, Consulting Agency shall have no liability or obligation to indemnify SIDBI for any claim of infringement based upon use of superseded or altered version of the Deliverables by SIDBI, if the SIDBI uses the Deliverables for a purpose other than that contemplated by the engagement, if such infringement would have been avoided by the use of the Deliverable in a version that Consulting Agency has provided to client or use of the Deliverables in a manner that violates the terms of this contract.

8.11.4 If a Party is entitled to be indemnified under this **Clause 8.11**, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the

indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

8.11.5 Without in any way limiting the foregoing provisions of this **Clause 8.11**, in the event of any such claim:

- a. the bidder shall at the SIDBI request but at the Consulting Agency's own expense, complete one or more of the following without delay:
- b. procure for the SIDBI the right to continue to use the intellectual property rights in question; or
- c. modify or replace the subject-matter of the activities permitted by this Contract (at no cost to the SIDBI) so that it becomes non-infringing without loss of functionality or compatibility or affecting its use

8.12 Warranty

8.12.1 The bidder represents and warrants that:

- a. the intellectual property rights licensed by the Consulting Agency to the SIDBI, or any part of them:
- b. is accurate or valid;
- c. is suitable for the Contractor's purpose;
- d. is capable of being patented;
- e. shall not cause any loss, damage or injury; or
- f. the use of such intellectual property rights licensed by the Consulting Agency to the SIDBI does or shall not infringe the rights of any third party.

8.12.2 The bidder warrants and represents that:

- a. it has all rights and licenses necessary to grant the SIDBI the licenses of intellectual property granted in this Clause []; and
- b. the use of intellectual property by (or on behalf of) the SIDBI, will not infringe the intellectual property rights of any third party.

*** **

9. Annexures and Appendix**Annexure – I: Bid Covering Letter***(To be submitted on Bidder's company letter head)*

Date:

The Chief General Manager
Risk Management Vertical
Small Industries Development Bank of India,
Swavalamban Bhavan,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

**Appointment of Consulting agency/Consultant for
'Review of Operational Risk Management Framework'
(Tender No: ___/2024/___/___/ RIMV, dated ___)**

1. We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above-mentioned Tender document
2. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. We hereby agree to comply with all the terms and conditions / situations as contained in the RfP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Banks decision not to accept any such extraneous conditions and deviations will be final and binding on us. We understand that any deviation may result in disqualification of our bid.
4. We agree to abide by this offer till 90 days from the date of last day for submission of offer (bid)
5. We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the RFP.
6. We understand that the SIDBI is not bound to accept any Proposal that is received.

Thanking you,

Yours sincerely,

Date:
Place:Signature of Authorised Signatory:
Name of the Authorised Signatory:
Designation:
Name of the Organization:
Seal

9.2 Annexure – II: Pre-qualification Criteria

A. Bidder Profile

Sr No	Particulars	Bidder Response
1.	Name of the bidder	
2.	Date of Incorporation	
3.	Date of Commencement of Business	
4.	Constitution of bidder	
5.	Address of Registered office	
6.	Memorandum and article of association/ Partnership Deed, PAN, GSTIN Certificate	
7.	The bidding company, as on the date of submission of bid, should not have been censured / blacklisted/ banned / barred / disqualified / prohibited by Gol or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority. Self-declaration to this effect on the company's letter head should be submitted. Kindly refer Annexure – IV for reference.	

B. Details of Authorised Signatory / Representative of Bidder (on whose favour PoA is submitted)

Sr No	Particulars	Bidder Response
1.	Name	
2.	Designation	
3.	Land Line No	
4.	Mobile No	
5.	Email Id	
6.	Power of Attorney in favour of authorised representative submitted	(Yes / No) <i>Please submit the copy of the PoA</i>

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

9.3 Annexure – III: Eligibility Criteria and Technical Bids

SN	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders' response (please also indicate Reference Page No. of relevant document in RfP response)
1	Annual Revenue of the bidder	<p>The average of annual revenue (best of three in the five financial years starting from FY2020*) of the bidder - Minimum – ₹125 crore</p> <p><i>Revenues refer to revenues that the bidder has earned as advisory fees in India on topics such as Risk Management, strategy / operations / sales / performance/ transformation / turnaround / organization design/ digital transformation/ framework design & implementation / Sustainability/ ESG, New Product Development, etc.,</i></p> <p>* Companies following Calendar Year as a financial year may kindly can submit their statements from CY2019 onwards.</p>	10	<p>Average Turnover revenue (best of three in the five years financial years starting from FY2020):</p> <ul style="list-style-type: none"> ○ Equal to or more than ₹125 crore but less than ₹200 Crore – 4 marks ○ Equal to or more than ₹200 crore but less than ₹350 Crore – 6 marks ○ Equal to or more than ₹350 crore but less than ₹500 Crore – 8 marks ○ Equal to or more than ₹500 crore – 10 marks <ul style="list-style-type: none"> ➤ <i>Copy of relevant audited financial statements.</i> ➤ <i>Auditors Certificate stating revenues from advisory fees in relevant financial years.</i> 	

SN	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders' response (please also indicate Reference Page No. of relevant document in RfP response)
2	Bidders Experience	<p>Experience in Global projects each of minimum size of ₹1 crore / Indian projects each of minimum size of ₹25 lakh, in the last 4 years, focussing on Operational Risk for,</p> <p>a. Banks/ Institutions having loan portfolio size of more than ₹1,00,000 crore; or</p> <p>b. NBFCs having loan portfolio size of more than ₹10,000 crore;</p> <p>Minimum – One completed eligible assignment. 5 years will be counted from date of completion of Assignment.</p>	15	<p>Scoring is based on</p> <p>a) 2 marks for each completed assignment - (Max - 10 marks)</p> <p>b) Project Size (Max 5 projects will be evaluated)</p> <ul style="list-style-type: none"> o Project size > ₹ 25 lakh and up to ₹1 crore - 0.50 mark each o Project size more than ₹1 crore -1 mark each <p>Total marks will be summation of A+B (Max - 15 marks).</p> <p>Only completed assignments will be considered for evaluation.</p> <ul style="list-style-type: none"> o Completion Certificate from client "OR" o Self-Declaration to be furnished by the bidder on its letter head. <p>Bidder should submit brief description of the assignment and duration of the assignment along-with copy of the work order / contract to verify the credentials.</p> <p>The Bank reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of technical evaluation.</p>	

SN	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders' response (please also indicate Reference Page No. of relevant document in RfP response)
3	Suitability of key resource -Project Head (Head- Risk Analyst)	<p>Project Head (Head-Risk Analyst) Education / Experience Qualification:</p> <p>Experience of minimum 10 years in the capacity of Project Head in the field of developing and implementing detailed projects for large financial institutions/ large corporates (MNCs/ NSE listed top 100 corporates) in a variety of areas, including Operational Risk Management</p> <ul style="list-style-type: none"> Educational qualification: Post graduate degree/ Diploma in finance or management or economics or environment or related field. 	15	<p>Project Head (Head-Risk Analyst)</p> <p>Scoring Methodology</p> <p>CV should cover</p> <ul style="list-style-type: none"> Educational Background (max 5 marks: 2 marks for Post Graduate Degree or equivalent from recognized University/ institution; 2 marks for any professional certification and 1 mark for any diploma or its equivalent) Experience of relevant engagements in detail. (max 10 marks - 2 marks for each completed relevant assignment) <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>	
4	Domain Expert – (Senior) (Risk Analyst)	<p>Domain Expert– (Senior) (Risk Analyst)/Educational Qualification:</p> <ul style="list-style-type: none"> Minimum experience of 7 years in field of Risk Management including Operational Risk. Minimum Global experience of 2 	10	<p>Domain Expert– (Senior) (Risk Analyst) / Scoring Methodology:</p> <p>CV should cover</p> <ul style="list-style-type: none"> Educational Background (max 5 marks: 2 marks for Post Graduate Degree or equivalent from 	

SN	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders' response (please also indicate Reference Page No. of relevant document in RfP response)
		years <ul style="list-style-type: none"> ○ Educational qualification: Graduate / Post graduate degree in finance or management or economics or environment or related field. 		recognized University/ institution; 2 marks for any professional certification and 1 mark for any diploma or its equivalent) <ul style="list-style-type: none"> ○ Experience of relevant engagements in detail. (max 5 marks – 2.5 marks for each completed relevant assignment) Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.	
5	Domain Expert – (Junior) (Risk Analyst)	Domain Expert– (Junior) (Risk Analyst)/Educational Qualification: <ul style="list-style-type: none"> ○ Minimum experience of 5 years in field of Risk Management including Operational Risk.. ○ Educational qualification: Graduate / Post graduate degree in finance or management or economics or environment or related field. 	10	Domain Expert– (Junior) (Risk Analyst) / Scoring Methodology: CV should cover <ul style="list-style-type: none"> ○ Educational Background (max 5 marks: 3 marks for Post Graduate Degree or equivalent from recognized University/ institution; 2 marks for any professional certification) ○ Experience of relevant engagements in detail. (max 5 marks – 2.5 marks for each completed relevant 	

SN	Criteria	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders' response (please also indicate Reference Page No. of relevant document in RfP response)
				assignment) Scoring shall be done through Evaluation and qualitative	
6	Presentation	<p>Understanding of the scope of the assignment:</p> <ul style="list-style-type: none"> ○ Understanding of Operational Risk within Banks and Financial Services Industry and latest trends in this regard. ○ Understanding of Banking & Financial Services Sector and risk facing the BFSI including issues related to Operational Risk ○ Brief of the assignments/projects completed during last 5 years ○ Understanding of deliverables of the engagement. 	40	Assessment by Evaluation Committee based on the presentation and interaction during the presentation to the Evaluation Committee.	
Total Marks			100		

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

Note: Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.

9.4 Annexure – IV: Self Declaration for non blacklisting

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

Date:

The Chief General Manager
Risk Management Vertical
Small Industries Development Bank of India,
Swavalamban Bhavan, Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

**Declaration Regarding Clean Track Record
Appointment of Consulting agency/Consultant for
Review of Operational Risk Management Framework
(Tender No: ___/2024/___/___/ RIMV, dated _____)**

I have carefully gone through the Terms & Conditions contained in the RFP Tender No: ___/2024/___/___/ RIMV, dated _____ for Appointment of Consulting agency/Consultant for 'Review of Operational Risk Management Framework'

We hereby declare that our company has not been censured / black listed / banned / barred / disqualified / prohibited by Government of India or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi judicial authority or any other statutory authority, as on date of submission of the bid.

I further certify that I am competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

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

9.5 Annexure – V: Letter of Competence

(To be submitted on Bidder's company letter head)
(Tender No: ___/2024/___/___/ RIMV, dated _____)

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

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

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

Thanking you,

Yours sincerely,

Date: _____ Signature of Authorised Signatory: _____
Place: _____ Name of the Authorised Signatory: _____
Designation: _____
Name of the Organisation: _____
Seal: _____

9.6 Annexure – VI: Power of Attorney*(To be executed on a non judicial stamp paper of ₹100/-)*

BY THIS POWER OF ATTORNEY executed at _____ on _____, 20__ , We, _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, <Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to Request for proposal Tender No: ___/2024/___/___/ RIMV, dated ___ for engagement of Consultant for Review of Operational Risk Management Framework of End-to-End Software solutions for Climate Risk and its implementation and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

9.7 Annexure – VII: Letter of Conformity*(To be submitted on Bidder's company letter head)*

Date:

To,
The Chief General Manager
Risk Management Vertical
Small Industries Development Bank of India,
Swavalamban Bhavan,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

**Appointment of Consulting agency/Consultant for
Review of Operational Risk Management Framework
(Tender No: ___/2024/___/___/ RIMV, dated _____)**

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

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

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

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

Thanking you,

Yours sincerely,

Date:

Signature of Authorised Signatory:

Place:

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

9.8 Annexure – VIII: Non-Disclosure Agreement*(Sample Format – To be submitted on Bidder's company letter head)*

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute **Appointment of Consulting agency/Consultant Review of Operational Risk Management Framework (Tender No: ___/2024/___/___/ RIMV, dated _____)** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavalamban Bhavan, C-11, 'G' Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

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

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

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

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

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

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

Yours sincerely,

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

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

^{1,2}: Note on IFSC / MICR

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

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

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

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

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

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

<additional rows may be added, if required>

Date: _____ Signature of Authorised Signatory: _____

Place: _____ Name of the Authorised Signatory: _____

Designation: _____

Name of the Organisation: _____

Seal: _____

9.11 Annexure – XI: Commercial Bid

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

Commercial Format for the full duration of Six (6) months, fixed price contract – no other expenses / monies will be payable beyond this amount but for applicable GST.

Item	Amount in (INR) and applicable GST	Amount in words (and applicable GST)
Total Consulting fees for a period of 6 months	xxxxx	xxxxx

Terms and Conditions

1. In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
2. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
3. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions or which contain any deviation in terms & conditions or any specification.
4. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
5. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.
6. All prices should be quoted in (INR) only. The Total cost will be exclusive of GST and other applicable taxes. However, GST and other applicable taxes will be paid as per actuals.

Date: _____ Signature of Authorised Signatory: _____

Place: _____ Name of the Authorised Signatory: _____

Designation: _____

Name of the Organisation: _____

Seal: _____

9.12 Annexure – XII: Performance Bank Guarantee

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

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavalamban Bhavan, C-11, 'G' Block, , Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400051 (hereinafter called the SIDBI) having agreed to award a contract to M/s. ' _____ having its office at ' _____, (hereinafter called "the Consulting Agency") for " _____" on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Consulting Agency and SIDBI (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank guarantee for 5% 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 Consulting Agency, (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 Consulting Agency 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 "engagement of Consultant for development and implementation of Climate Risk Management Framework" 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 Consulting Agency 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 Consulting Agency 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 Consulting Agency 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 Consulting Agency or any change in the constitution of the Consulting Agency 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 ₹ _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ₹ _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.

14. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to ₹ _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)”
15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Mumbai

In witness where of we have set and subscribed our hand and seal this day of2022.

SIGNED, SEALED AND DELIVERED.

BY

AT

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

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

9.13 Annexure-XIII: Pre-Contract Integrity Pact

(To be submitted on Letter head of organisation duly signed by the Bidder)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024,

Between

Small industries Development Bank of India (SIDBI) (hereinafter referred to as “The Principal”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part

And

..... (hereinafter referred to as “The Bidder/ Contractor”, which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part;

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular

- to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairperson of Principal.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairperson of the Principal and recuse himself/ herself from that case.
- (5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairperson of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Principal, a substantiated suspicion of an offence under the relevant IPC / PC Act, and the Chairperson of the Principal has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairperson of the Principal.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder / Contractor)
(Office Seal)

Place:
Date:

Witness 1: (Name &Address)

Witness 2: (Name &Address)

9.14 Annexure - XIV: Proposed Team Profile

The details of each team members including Project Head, Domain Experts, Project Manager, other team members should be provided in the format given below. This appendix must be filled up in respect of all the team members who will directly associated with the proposed assignment.

Sr No	Name	Present Position	Management Consulting Experience in No of years	Area of Expertise	Task / Role in Proposed Assignment	Nationality	Engagement in the proposed assignment (in Man days)
					Project Head		
					Domain Expert 1		
					Domain Expert 2		
					Member		
					Member		
					Member		

Add more rows if required:

1. The bidder should also submit detailed CVs / Resume of each team members including Project Head, Domain Experts, Project Manager, other team members, to work on the proposed assignment.
2. The CV / Resume should cover name, nationality, educational qualification, language known, years in the present firm / company, total work experience, total experience in management consultancy, Areas of expertise relevant to proposed assignment, Role in proposed assignment, experience of relevant engagement in detail (name of assignment, period of assignment, his / her role in assignment, detailed scope / task etc.), etc.
3. The CVs / Resume should be of maximum 5 pages each and signed by the respective person confirming that the information given in the CV / resume is correct.

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

9.15 Annexure - XV: Land Border Sharing Declaration

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

To,
The Chief General Manager
Risk Management Vertical
Small Industries Development Bank of India,
Swavalamban Bhavan,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

**Appointment of Consulting agency/Consultant for
'Review of Operational Risk Management Framework
(Tender No: ___/2024/___/___/ RIMV, dated ____, 2024)**

We have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India.

We certify that this OEM is not from such a country or, if from such a country, has been registered with the competent authority.

We certify that this OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

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

End of RFP