



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4638741
Dated/दिनांक : 07-03-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-03-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-03-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Financial Services
Organisation Name/संगठन का नाम	Small Industries Development Bank Of India (sidbi)
Office Name/कार्यालय का नाम	Mumbai
Item Category/मद केटेगरी	Hiring of Consultants - Milestone/Deliverable Based - Tax consultant; As per RFP; No; Hybrid(As specified in scope of work)
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	400 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	10000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	96000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

SIDBI
Corporate Accounts and Payment Vertical SIDBI Tower, 15 Ashok Marg Lucknow - 226001
(Sidbi)

Splitting/विभाजन

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope Of work:[1709794474.pdf](#)

Profile of Consultants:[1709794484.pdf](#)

Payment Terms:[1709794492.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
as per RfP	100	75	View File

Total Minimum Qualifying Marks for Technical Score: 75

QCBS Weightage(Technical:Financial):70:30

Hiring Of Consultants - Milestone/Deliverable Based - Tax Consultant; As Per RFP; No;

Hybrid(As Specified In Scope Of Work) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Consulting Category/ Stream	Tax consultant
Consultant's Profile	As per RFP
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Prakash	226001, SIDBI Towers, 15, Ashok Marg	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bidders are requested to refer RfP document uploaded under ATC for details and submit their bid as per the formats provided.

Bids not submitted as per the formats may be rejected.

Any corrigendum/ addendum will be published in GeM/ SIDBI website, bidders are requested to refer the same for updates.

Any queries must be submitted through email at the address given under Important Information.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाही का आधार होगा।

---Thank You/धन्यवाद---



भारतीय लघु उद्योग विकास बैंक (सिडबी)
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
(SIDBI)

प्रस्ताव के लिए अनुरोध (आरएफपी)
REQUEST FOR PROPOSAL (RFP)

FOR

कर सलाहकार की नियुक्ति
APPOINTMENT OF TAX CONSULTANT

जारी कर्ता
Issued by

निगमित लेखा एवं भुगतान उद्भाग/ Corporate Accounts and Payment Vertical
सिडबी टावर, 15 अशोक मार्ग / SIDBI Tower, 15 Ashok Marg
लखनऊ- 226001 / Lucknow – 226001

वेबसाइट / Website: www.sidbi.in

निर्गत / Issued on March 05, 2024

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। इसे सिडबी की लिखित अनुमति के बिना इलेक्ट्रॉनिक अथवा अन्य किसी भी माध्यम से पुनर्प्रस्तुत, वितरित या अभिलिखित नहीं किया जा सकता है। इस दस्तावेज़ में उल्लिखित सामग्री का उपयोग, यहाँ तक कि निर्दिष्ट उद्देश्य के अतिरिक्त, किसी भी अन्य उद्देश्य हेतु अधिकृत कर्मियों / एजेंसियों के लिए भी निषिद्ध है, क्योंकि इसे कॉपीराइट का उल्लंघन समझा जाएगा और इस प्रकार यह भारतीय कानून के अंतर्गत दंडनीय होगा / This document is the property of Small Industries Development Bank of India (SIDBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without SIDBI's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

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SECTION-1: महत्वपूर्ण जानकारी / IMPORTANT INFORMATION

Sr.No.	Events	Particulars														
1	संक्षिप्त विवरण / Brief Description	कर सलाहकार की नियुक्ति APPOINTMENT OF TAX CONSULTANT														
2	निविदा दस्तावेज शुल्क / Tender document fee	शून्य / Nil														
3	बयाना राशि / Earnest Money Deposit (EMD)	<p>₹ 96,000/- (मात्र छियानवे हजार रुपये) जो 'सिडबी' के पक्ष में लखनऊ में देय डिमांड ड्राफ्ट/ पे ऑर्डर के रूप में हो या ऑनलाइन एनईएफटी/ आरटीजीएस के माध्यम से। ₹96,000/- (Rupees Ninty Six Thousand only) in the form of Demand Draft/ Pay Order drawn in favour of "SIDBI" payable at Lucknow or online through NEFT/ RTGS. For online transfer account details are provide below:</p> <table border="1" data-bbox="735 1016 1378 1375"> <thead> <tr> <th data-bbox="735 1016 1034 1055">Particulars</th> <th data-bbox="1034 1016 1378 1055">Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="735 1055 1034 1173">Account Name</td> <td data-bbox="1034 1055 1378 1173">Small Industries Development Bank of India</td> </tr> <tr> <td data-bbox="735 1173 1034 1211">Type of Account</td> <td data-bbox="1034 1173 1378 1211">Current Account</td> </tr> <tr> <td data-bbox="735 1211 1034 1249">Account No.</td> <td data-bbox="1034 1211 1378 1249">018102000015312</td> </tr> <tr> <td data-bbox="735 1249 1034 1288">Bank Name</td> <td data-bbox="1034 1249 1378 1288">IDBI Bank Ltd</td> </tr> <tr> <td data-bbox="735 1288 1034 1326">Branch Name</td> <td data-bbox="1034 1288 1378 1326">Chembur, Mumbai</td> </tr> <tr> <td data-bbox="735 1326 1034 1375">IFSC Code</td> <td data-bbox="1034 1326 1378 1375">IBKL0000018</td> </tr> </tbody> </table>	Particulars	Details	Account Name	Small Industries Development Bank of India	Type of Account	Current Account	Account No.	018102000015312	Bank Name	IDBI Bank Ltd	Branch Name	Chembur, Mumbai	IFSC Code	IBKL0000018
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IFSC Code	IBKL0000018															
4	कार्यभार की अवधि / Period of assignment	<p>अनुबंध का पुरस्कार 12 महीने की अवधि के लिए होगा, जिसमें वार्षिक समीक्षा के समय संतोषजनक प्रदर्शन के अधीन, 2 साल तक की अतिरिक्त अवधि, एक समय में एक वर्ष या उस सीमा के भीतर किसी भी अवधि के लिए विस्तार का प्रावधान होगा। सलाहकार का प्रदर्शन, बैंक के विवेक पर निर्भर करता है।</p> <p>The award of contract shall be a period of 12 months, with provision for extension for an additional period of up to 2 years, one year at a time or any period of time within that limit, subject to satisfactory performance at the time of annual review of performance of the consultant and at the Bank's discretion.</p>														

5	चयन की विधि /Method of selection	गुणवत्ता और लागत आधारित चयन Quality and Cost based Selection
6	भुगतान आवृत्ति / Payment frequency	बैंक सहमत पेशेवर शुल्क (रिटेनरशिप शुल्क और अपील शुल्क) का भुगतान तिमाही आधार पर जारी करेगा। The bank will release payment of the agreed professional fees (retainership fee and appeal fee) on a quarterly basis.
7	प्रस्ताव प्रस्तुत करने की तिथि और समय / Proposal submission date and time	प्रस्ताव बोली दस्तावेज़ में उल्लिखित समय-सीमा के अनुसार GeM पोर्टल (www.gem.gov.in) के माध्यम से प्रस्तुत किए जाने हैं। Proposals to be submitted through GeM portal (www.gem.gov.in) as per the timeline mentioned in bid document.
8	संपर्क व्यक्ति / Contact Person	अमित कुमार / Amit Kumar उप महाप्रबंधक (सीएपीवी) / Deputy General Manager (CAPV) ईमेल / Email: amitkumar@sidbi.in फ़ोन / Phone no: 0522-4259725/4261609 प्रकाश / Prakash अधिप्राप्ति अधिकारी / Procurement Officer ईमेल / Email: prakashk@sidbi.in फ़ोन / Phone: 9711500714
9	बोली वैधता / Bid Validity	बोली जमा करने की अंतिम तिथि से 90 दिन / 90 days from the last date of bid submission
10	मूल दस्तावेज (ईएमडी, डीडी आदि के माध्यम से ऑफ़लाइन भुगतान की दशा में, प्री-कॉन्ट्रैक्ट इंटेग्रिटी पैक्ट और नॉन डिस्क्लोजर एग्रीमेंट) प्रस्तुत करना / Original document (EMD, in case of offline payment through DD etc. Pre-Contract Integrity Pact and Non-	सभी दस्तावेजों जो मूल रूप में प्रस्तुत किया जाना चाहिए (ईएमडी, डीडी आदि के माध्यम से ऑफ़लाइन भुगतान की दशा में, प्री-कॉन्ट्रैक्ट इंटेग्रिटी पैक्ट और नॉन डिस्क्लोजर एग्रीमेंट) बोली जमा करने की अंतिम तिथि से 3 दिनों के भीतर एक लिफाफे में नीचे दिए गए पते पर प्रस्तुत किया जाना चाहिए जिसके ऊपर लिखा हो "सुरक्षा एजेंसी की नियुक्ति के लिए आरएफपी", यदि उल्लिखित मूल दस्तावेज दी गई समय-सीमा के भीतर प्राप्त नहीं होते हैं, तो मूल्यांकन के लिए प्रस्तावों पर विचार नहीं किया जाएगा।

	Disclosure Agreement) submission	The documents needed to be submitted in original i.e. (i) EMD, in case of offline payment through DD etc. (ii) Pre-Contract Integrity Pact and (iii) Non-Disclosure Agreement should be submitted within 7 days from the last date of bid submission in an envelope superscribed, "RFP for Appointment of Tax Consultant" at the address given below, if original documents as mentioned are not received within the given timeline, proposals will not be considered for evaluation.
11	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.
12	पता / Address	महाप्रबन्धक (सीएवी) / The General Manager (CAPV) Small Industries Development Bank of India SIDBI Tower, 15, Ashok Marg, Lucknow - 226001 Uttar Pradesh
13	इंडिपेंडेंट एक्सटर्नल मॉनिटर (आईईएम) / Independent External Monitor (IEM)	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 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: 98101 34469 ईमेल / Email: phayatips@gmail.com

Note:

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

14. Introduction and Disclaimers

(i) Preface

This Request for Proposal document ('RfP document' or RfP) has been prepared solely for the purpose of enabling SIDBI to select Tax Consultant in the Bank, for taxation related issues and having experience in direct and indirect tax. 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.

(ii) Information Provided

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

(iii) For Respondent only

The RfP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder") i.e. Partnership Firm / Limited Liability Partnership / Company registered in India. It should not be Individual / Proprietary Firm / HUF etc.

(iv) 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.

(v) Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

(vi) No Legal Relationship

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

(vii) 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.

(viii) 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.

(ix) Errors and Omissions

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RfP document but not later than **seven business days** prior to the due date for lodgment of Response to RfP.

(x) Additional Terms

- (a) The recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer.

- (b) 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.
- (c) SIDBI may, in its absolute discretion, seek additional information or material from any respondent after the RfP closes and all such information and material provided may be taken to form part of that Respondent's response.

(xi) Public Procurement Policy for Micro and Small Enterprises (MSEs)

- (a) SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.
- (b) These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal, District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- (c) If deemed fit, the Bank may procure minimum of 25% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services (4% out of above 25%) from MSEs owned by SC and ST entrepreneurs and (3% out of above 25%) from MSEs owned by Woman entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
- (d) Further, such MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- (e) Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST, Women along with the tender/RfP.

(xii) Special Provisions for Startups

- (a) SIDBI is governed by Public Procurement Policy for Startups as circulated by The Ministry of finance, Gol.
- (b) These provisions shall be applicable to Startups registered with Department of Industrial Policy and Promotion (DIPP) now renamed as Department for Promotion of Industry and Internal Trade (DPIIT) subject to meeting of quality & technical making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017) then such criteria will be not applicable.)

- (c) Further, such Startups would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the Startups may approach the tender inviting authority to resolve their grievances.
- (d) Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as Startups

SECTION 2: TERMS OF REFERENCE/ SCOPE OF SERVICES

2.1 About SIDBI

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990, under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities. Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions (PLIs), for onward lending to MSMEs and (b) direct assistance to MSMEs including in the niche areas. SIDBI has reoriented its focus on MSMEs by adopting SIDBI Vision 2.0. It is a strategic initiative by SIDBI aimed at accelerating effort to serve MSME domain by transforming its current role to that of an All-India Financial Institution that can create an integrated credit and development support ecosystem for Indian MSMEs, thus promoting their inclusive growth. The initiative is dedicated to meeting both credit and non-credit needs of MSMEs, enabling them to be globally competitive.

Broad Objective –

The aim is to strengthen MSMEs by positioning implementing agency, which shall design & implement strategies to: -

- Strengthen the clusters.
- Strengthen the access of MSMEs to various services.
- Help to make clusters self- sustainable.
- Develop the select clusters as Role models with a strong demonstration effect.

Please visit SIDBI website at www.sidbi.in for more information about SIDBI

2.2 Scope of Services

Objective

The RfP is invited with a view to appoint Tax Consultant. The selected Consultant would advise SIDBI on all the taxation (both direct Tax & indirect tax) related issues, as and when needed, covering the following major areas.

[A]: Direct Tax:

- a. The Consultant shall be primarily responsible for preparing / checking / scrutinizing/ filing of IT returns [(including revised return(s)] in accordance with Income computation and Disclosure Standard (ICDS), (if required), advising / updating the Bank on compliance requirements under direct tax laws applicable to Banks / FIs on regular basis, filing of appeals, refund claims, etc., preparation of documents required to be filed/submitted with various tax authorities in addition to the above, Drafting, filing of appeals and attending/appearing to assessments / appeals before CIT(A), Income Tax Appellate Tribunal (ITAT) and Court of Law's regular follow up with the Tax Authorities for tax related matters including refunds, etc.

In the case of authority higher than the ITAT, the appointment of the counsel to represent SIDBI will be as recommended by the tax consultant and approved by the Bank.

- b. Advising on issues related to Tax deducted at source, professional tax, Withholding tax and any other Tax related issues.
- c. Promptly advising on queries being received from Bank's Branch offices/Regional offices/HO verticals, as referred by the Bank. To the extent possible, queries to be responded within two days. In urgent situations the queries may be responded promptly/ same day on 'best efforts' basis.
- d. Suggest measures for correct computation and payment of Advance Tax etc. and vetting of computation of advance tax.
- e. Advising on accounting issues, suggesting improvement in systems, procedures, and accounting records with respect to Taxation and compliance with Accounting Standards and ICDS etc.
- f. Providing training to officers/staff of the Bank in Taxation related matters as and when required by the Bank. In case participation is required from other locations, the training will be held through a Video Conference.
- g. To update the Bank about various amendments taking place in tax laws/ rules, regulations, circulars, directions, etc. on a fortnightly basis. Besides, guidance regarding applicability of amendments on SIDBI may also be updated without delay.
- h. Review of various circulars to be issued to the branch offices in respect of direct tax and related matters; any other advice to the Bank on any other Direct Tax related issues sought by the Bank on fortnightly basis.
- i. Guide Bank in respect of existing rules/laws as also rules/laws to be introduced or made applicable in future in respect of Direct Tax and assist in making policy for the same.
- j. Impact of Indian Accounting Standard (Ind-As), if any, in compliance with Income tax provisions.
- k. Vetting of quarterly tax / DTA/ DTL computation.
- l. Briefing of counsel for both existing matters and new, if any.
- m. Advising on issues related to international taxation.
- n. Any other tax matters may be referred to by the Bank.

[B]: Indirect Tax

- a. Provide opinion to Bank on valuation and taxability of various income streams (interest, service charges, fees and commission, etc.) import and export of services, dealing with related parties like subsidiaries, associates etc.
- b. Availment of CENVAT credit / Input Tax credit of various input services utilized /goods purchased by the Bank.
- c. Accounting of GST (including but not limited to output and input services); opinions/comments/clarifications on various services tax/GST issues raised by the branches and other units.
- d. Review of various circulars to be issued to the branch offices in respect of GST and related matters; any other advice to the Bank on any other GST/ Service Tax related issues sought by the Bank.
- e. Advising on queries promptly being received from Bank's Branch offices/Regional offices/HO verticals, as referred to by the Bank. To the extent possible, queries to be responded within two days. In urgent

situations the queries may be responded to promptly/ same day on 'best efforts' basis.

- f. Drafting, filing appeals, and appearing before the appellate authorities – including but not limited to Commissioner of Service Tax/GST (Appeals) and Custom Excise & Service Tax Appellate Tribunal, or any other Appellate Tribunal including GST for this purpose). All matters related to the appearance before appellate / Tribunal / higher authorities will be handled by the tax consultant.

In the case of authority higher than the ITAT, the appointment of the counsel to represent SIDBI will be as recommended by the tax consultant and approved by the Bank.

- g. Opinion on the issues raised in audit conducted by the various authorities; and drafting reply to queries raised during; briefing Counsel for appearing Appellate Tribunal under Service Tax/GST for this purpose.
- h. For the said agreement, GST/ Service Tax shall mean any other similar law which may be in force in future. In addition to the references received for direct/ indirect taxes, any other tax law, that may be introduced/ announced by the Govt. of India in future is covered as a part of this agreement.
- i. Providing Training to officers/staff of the Bank in Taxation related matters as and when required by the Bank. In case participation is required from other locations, the training will be held through a Video Conference.
- j. To update the Bank about various amendments taking place in tax laws/ rules, regulations, circulars, directions, etc. from time to time and assist in making policy for the same.
- k. The consultant shall provide related policies & procedures for GST compliance and filing of returns.
- l. Briefing of counsel for both existing matters and new, if any.
- m. Any other tax matters may be referred to by the Bank.

[C]: The consultant may be required to visit the States / places across country, in connection with handling appeals or any other matter. The payment for such visits may be decided separately on case-to-case basis with mutual understanding and reasonability.

[D]: Advising, guiding on any other issues related to Compliance with all relevant Rules and provisions related to Direct and Indirect tax other than mentioned at A and B above and any other similar law(s) along with implementation thereof which may be in force in future.

[E]: The above mentioned "Scope of Services" is indicative and not exhaustive. Scope of work shall include providing professional assistance for all the activities /matters related to Direct/Indirect Tax.

2.3 General

- a) The Bank shall appoint the applicant as per the needs and requirements of the Bank. The selection will be on the basis of eligibility criteria, past

experience, credentials and suitability. However, merely satisfying the eligibility criteria will not entitle an applicant to be selected.

- b) The award of contract will be initially for a period of 12 months, with provision for extension for an additional period of up to 2 years, one year at a time or any period of time within that limit, subject to satisfactory performance at the time of annual review of performance of the consultant and at the Bank's discretion.
- c) Decision of the Bank in all matters regarding appointment of consultant, their eligibility, the stages at which such scrutiny of eligibility is to be undertaken, the documents to be produced, award of assignment and any other matter relating to this notification will be final and binding on the applicants. No correspondence or personal enquiries shall be entertained by the Bank in this regard.
- d) The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
- e) Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. The bids submitted should be completed in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submission of the response.
- f) Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RfP shall be the governing document for arrangement between the Bank and the Bidders

2.4 General Terms and Conditions of the Assignment

2.4.1 Format and signing of Bid.

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

2.4.3 Process of Final selection

Bidders who achieve an overall score of 75% & above in Technical Evaluation will qualify for the next stage of evaluation (Financial bid evaluation). The weightage for the technical and financial scoring will be 70 and 30 respectively.

In respect of all qualified bidders, in whose case the financial bid has been opened, a combined evaluation will be done by the bank as per clause 3.2 of RfP.

2.4.4 Award of Contract

In the case of a tie between two or more bidders, preference will be given to the bidder having a higher technical scoring.

2.4.5 Clarification of Bids

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

2.4.6 Notification of Awards

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

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

The General Manager (CAPV)

Small Industries Development Bank of India
Corporate Accounts and Payment Vertical
SIDBI Tower, 15, Ashok Marg, Lucknow – 226001.
Uttar Pradesh

The written-offer of contract / order issued to the successful bidder would need to be accepted by the bidder in writing within 7 days from the date of issue of the offer.

2.4.7 Acceptance of Work Order

The successful bidder / consultant will be required to accept the work order issued by the Bank within 7 days of work order and deliver the acceptance copy to the Bank. The failure, delay, or evasion on the part of the successful bidder / consultant to accept the work order will result in cancellation of work order and Bank retains its right to issue work order to the next highest scorer or may start the entire RfP process afresh.

2.4.8 Payment Terms

Bank will release payment of the agreed professional fees (retainership fee and appeal fee) to the selected bidder after deduction of applicable taxes at source.

The invoice for retainership fee will be settled on a quarterly basis and appeal fee, if any, on pro-rata basis, at the end of each quarter.

The settlement of bills in case of appeal will be considered and settled on the disposal and obtaining and furnishing of order of the appellate authorities within overall maximum limit.

2.4.9 Bank reserves the right to the following:

1. Reject any or all proposals received in response to the RfP without giving any reason whatsoever.

2. Reject the proposals received in response to the RfP containing any deviation.
3. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
4. Extend the time for submission of proposal.
5. Modify the RfP document, by an amendment that would be notified on the Bank's website/ GeM portal.
6. To independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended services for similar assignment.
7. Modify the time period stipulated in s. no. 8 of Section-1 for the assignment during the execution of assignment if it deems fit.

2.4.10 Other Terms:

- a) The bidder should examine the documents constituting this RfP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.
- b) The bidder should also submit a declaration on the letter heading to the effect that he has not made any modification in the original copy of RfP and his bid would be liable for rejection for any violation of the above.
- c) The bidder will not allow to outsource, sub-contract, transfer of the assignment to any other party.
- d) The proposals and related Annexure should be signed/ digitally signed by the authorized representatives of the Bidder. The executants' authority to represent and bind the Bidder must be confirmed by a written authority letter issued by the Competent Authority of the Bidder accompanying the proposal.
- e) The proposal should be submitted strictly in the formats provided in this RfP document.
- f) The personnel involved in executing the assignment should be qualified as per the requirements mentioned in the Qualification Criteria and preferably should have been involved in a similar assignment. However, the Bank reserves the right to accept / reject / substitute the key personnel allocated for the project. The staff deployed / involved by the service provider shall never be deemed to be appointed by SIDBI nor shall they be under its service conditions.
- g) The bidder / consultant selected for the assignment should adhere to the quality standards, all applicable regulatory directions/ guidelines in this regard.
- h) The bidder / consultant selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.
- i) The proposal should be free of overwriting/ corrections / alterations.
- j) All bids and supporting documentation shall be submitted in English or in Hindi.

- k) The Bank will not return the bids/responses to the RfP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.
- l) The financial bid shall be opened in due course, for the successful bidders in the technical evaluation process as per the methodology mentioned in clause 3.2.
- m) It is hereby clarified that the Bid / response to the RfP should be submitted in the exact format given herein without making any changes/alterations to the RfP document. Any change/alteration made to the RfP document by the participant would make the respective Bid/ response to the RfP void and the same shall be liable to be rejected by the Bank without further going into the merits of the tender.
- n) It is also clarified that in case of any difference/change between Bid/ response to the RfP document submitted by the participant and the RfP document maintained by Bank, the RfP document maintained at the Bank, would be considered as authentic and binding on the participant.
- o) The bidders are expected to undertake an assignment only in areas of its expertise, and where it has capability to deliver efficient and effective advice / services to the bank. The successful bidder shall perform the services and carry out its obligations with all due diligence, render any opinion with professional integrity, efficiency, and economy, as per generally accepted professional techniques, standards and practices, and shall observe sound management practices. The consultant shall always act, in respect of any matter relating to the assignment or to the services, as a faithful adviser to SIDBI, and shall at all times support and safeguard SIDBI's legitimate interests in any dealings with third parties. The consultant's liability under the agreement will be determined by the Applicable Laws and the provisions hereof. The consultant shall, subject to the limitation to be specified in the agreement, be liable to the bank for any direct loss or damage accrued or likely to accrue due to deficiency in services rendered by it or improper discharge of contractual obligations or deviant conduct.
- p) It is clarified that the opinion given, or certifications furnished by the successful bidder are going to be utilized/ relied upon by SIDBI. Therefore, the bidders need to note that in the event its opinion/ certification turns out to be untrue and factually incorrect causing loss to the Bank, it may seek such clarifications as may be required to investigate the matter and fix the responsibility. In the event it is established that there was gross negligence on the part of such bidder or bidder had colluded with any other person in causing pecuniary damage or / and any loss to SIDBI, it may recommend such bidder's name for including in the caution list being maintained by the Indian Banks' Association (IBA) for circulation amongst member banks/ financial institutions. The IBA has been mandated by the Reserve Bank of India to do so. It has also been decided to approach the concerned professional bodies with complaints of professional misconduct, if any, on the part of any professional engaged by the bank. Accordingly, the bank may also recommend bidders name to the concerned body, for suitable action thereon by them. The Bank also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the

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

- q) During assignment if substitution is necessary (because of ill health or a staff member proves to be unsuitable, or member is no longer working with consultant), the consultant shall propose other staff of at least the same level of qualifications/experience for approval by the bank including the terms and conditions of such replacement.
- r) The bank may, by written notice of suspension to the successful bidder, suspend all payments to the consultant if the consultant shall be in breach of the agreement or shall fail to perform any of its obligations under the agreement, including the carrying out of the services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the consultant to remedy such breach or failure within a period not exceeding 15 (Fifteen) days after receipt by the Consultant of such notice of suspension.

2.4.11 Compliance Confirmation

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

2.4.12 Assignment

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

2.4.13 Indemnity

The successful bidder shall exercise reasonable skill, care and diligence in the performance of the assignment and indemnify and keep SIDBI, its officers, directors, employees indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the bidder or its staff, agents or sub-contractors in relation to the performance or otherwise of the Services to be provided under the Contract.

2.4.14 Representations and warranties

- a) That the bidder is a Partnership firm/LLP/Company which has the requisite qualifications, skills, experience, and expertise in providing Service(s) contemplated by this RfP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by Bank.
- b) That the bidder is not involved in any such litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.
- c) That the representations made by the bidder in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the

Engagement and the RfP Documents and unless Bank specifies to the contrary, the Applicant shall be bound by all the terms of the RfP.

d) That the Applicant has the professional skills, personnel and resources/ authorizations/ approvals/ infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RfP and this Engagement.

e) That the Applicant shall use such assets of Bank as Bank may permit for the sole purpose of execution of its obligations under the terms of the RfP or the Engagement. The Applicant shall, however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

f) That the Applicant shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.

g) That all the representations and warranties as have been made by the Applicant with respect to its RfP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.

h) That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.

i) That there are –

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

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

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

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

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

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

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

2.4.15 Confidentiality Clause

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

b) Confidential Information means information which is by its nature confidential or is designated by the bank as confidential and besides being perpetual, includes:

i) All information marked or otherwise designated as confidential.

ii) Information which relates to the financial position, the internal management structure, the Personnel, policies, and strategies of bank,

iii) Bank Data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank or other information or data whether such data is permanent or otherwise.

iv) Any other information which the parties specifically declared as confidential.

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

i) Which at the material time was in the public domain other than by breach of this clause or

ii) Which is required by law to be communicated to a person who is authorized by law to receive that information.

d) Bidders should submit a non-disclosure agreement as per the format enclosed.

2.4.16 Termination of Contract

1. SIDBI may at its sole discretion and at any time terminate the contract and inform the consultant by written instructions. Normally there will be a notice period of 15 days for termination. In the event of the contract being terminated the consultant shall take such steps as are necessary to bring the services to an end in a cost-effective, timely and orderly manner.

2. Bank also reserves its right to terminate the contract in the event of one or more of the following situations:

a) Unnecessary or unwarranted delay in execution of the work allotted.

b) Delay in providing the requisite manpower.

c) Breach of trust is noticed during any stage of the consultancy assignment.

d) Services found to be unsatisfactory.

e) For any other valid reason

2.4.17 Publicity

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

2.4.18 Resolution of Disputes

1. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.

2. In case of Dispute or difference arising between the Bank and a Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be chosen by mutual discussion between the Bank and the Bidder. The decision of the arbitrator shall be final.

3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

4. Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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

6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by mail and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

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

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

2.4.19 Governing Language

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

2.4.20 Governing Law/Jurisdiction

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

SECTION 3: ELIGIBILITY AND TECHNICAL EVALUATION CRITERIA

3.1 Minimum Eligibility Criteria

- (1) Proposals not complying with the 'Minimum Eligibility criteria' are liable to be rejected and will not be considered for further evaluation.
- (2) The proposal should adhere to the following minimum eligibility criteria.

S. N.	Eligibility Criteria	Documents to be submitted
1	Should be a Chartered Accountant firm, interalia, engaged in providing services under direct and indirect tax laws.	Registration certificate from ICAI
2	Should be based in Mumbai.	Profile of firm indicating all such details
3	Should have minimum 10 partners with at least 4 partners dealing in tax matters (atleast 2 dealing with indirect taxes), with 10 qualified assistants of which 3 should be handling tax matters.	Profile of firm indicating all such details
4	Should possess a minimum of 20 years' experience in the taxation field and 3 partners with at least 10 years' experience.	Profile of firm indicating all such details
5.	The bidders should have experience in handling direct & indirect tax-related matters/ providing tax consultancy services to Public Sector Banks/ All India Financial Institutions (AIFIs) for minimum 5 years and at least 3 years prior to the date of making application. Central Statutory Audit of Public Sector Banks/ All India Financial Institutions will be an added advantage.	Profile of firm indicating all such details. Details to be given as per Format-I
6	Should have average gross receipt of more than ₹4.00 crore in the last 3 financial years prior to the date of making applications (i.e. FY 2021 to FY 2023).	Details to be given as per Format-II
7	The Bidder's Firm should not be owned or controlled by any Director or Employee of SIDBI and its subsidiaries/associate institutions	A self-declaration by the Bidder on Bidder's letter head.

- (3) Conflict of Interest.

[a] The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract.

[b] The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract. The consultants should provide professional, objective, and impartial advice and at all times hold the bank's interest's paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. It is clarified that the bidder shall not undertake any assignment that would conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the bank.

[c] Without limitation on the generality of the fore-goings, the selected bidder and any of their affiliates and member firms, shall be considered to have conflict of interest and shall not be engaged under any of the circumstances set forth below:

(i) Conflict among consulting assignments: Consultants (including their personnel) or any of their affiliates and members shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants to be executed for the same or /and any other employer.

(ii) Relationship with the staff: Consultants (including their personnel) that have a business or family relationship with a member of SIDBI's staff who are directly or indirectly involved in any part of (a) the preparation of the RfP or the contract or terms of reference or assignment, (b) the selection process for such assignment / contract, or (c) supervision of such contract; may not be awarded a contract, unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work because of resolution of conflict stemming from such relationship in a fair and reasonable manner throughout selection process and execution of the contract.

[d] The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of the bank, or that may reasonably be perceived as having this effect. The bidders will disclose in their tender details of any circumstances, including personal, financial and business activity that will, or might, give rise to a conflict of interest if they are awarded contract pursuant to RfP.

[e] If tenderer identify any potential conflict, at any stage of their engagement, they should forthwith inform the bank and state how they intend/plan to avoid such conflicts.

[f] SIDBI reserves the right to reject any tender which, in SIDBI's opinion, gives rise, or could potentially give rise to, a conflict of interest.

3.2 Technical evaluation Criteria:

3.2.1 Evaluation process

1. The selection of Tax Consultant for the bank will be based on Quality and Cost Based Selection method (QCBS).
2. The Bank has adopted a three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - a. *Minimum Eligibility Criteria*
 - b. *Technical Bid*
 - c. *Commercial Bids*
3. The Bank shall evaluate first the 'Eligibility Criteria' bids and the detailed technical evaluation will be done for only the bids found to be eligible. Technical score will be given based on the bid submission.
 - (a) bidders scoring a minimum of 75% marks in the technical bid will qualify for financial evaluation and their commercial bids will be opened.
 - (b) For final award of the assignment, a combined evaluation shall be done by applying a weightage of 70 and 30 for the technical and commercial scores respectively, according to the following formula for those found qualified in the technical bidding.

Combined score of Bidder "x" will be computed as follows:

**Combined score = 70 * (Technical score of Bidder "x" / Highest
Technical Score of all Qualified Bidders)
PLUS**

**30* (Lowest Financial Bid of all Qualified Bids / Financial bid of Bidder
"x")**

- (c) All marks will be rounding off upto 2 decimal places.
- (d) In case of a tie, preference will be given to the bidder having higher technical scoring.
4. The successful bidder will be the one who secures highest combined score. Shortlisted bidders will be ranked on the basis of the above combined score. The bidder securing highest combined score shall be recommended for award of the contract.
5. The evaluation by the Bank will be undertaken by a committee of officials or/and representatives formed by the Bank and its decision will be final.
6. All the documentary proofs are to be submitted along with the bid in this regard.
7. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

8. During evaluation, Bank at its discretion can ask the bidders for clarifications.
9. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice, or affect the relative ranking of any bidder.
10. SIDBI reserves all rights to accept or reject any or all proposals without assigning any reasons thereof.

3.2.3 Technical Scoring methodology:

The technical scoring of the proposals will broadly be on the following criteria:

Sr. No.	Criteria	Maximum Marks (Weightage)
1	Experience and expertise in carrying out similar assignments	50
2	Previous track record of handling direct/ indirect tax related matters/ providing consultancy services of Public Sector Banks/ AIFIs for minimum 5 years and at least 3 years prior to the date of making application. Experience in conducting Central Statutory Audit of Public Sector Banks/ All India Financial Institutions will be an added advantage.	20
3	Availability of suitable infrastructural facilities including manpower that are specialized in the area of both direct and indirect tax. Competence and qualification of key professional staff that shall carry out the assignment. Particulars about the firm including details of partners, their qualifications and experience may also be furnished	30
	Maximum technical score	100

- a) All bidders scoring more than 75 marks (in Technical Criteria) will be selected as the Technically Qualified Bidder.
- b) As of now there is no requirement of technical presentation under RFP. The date may be communicated in due course if required.

3.2.4 Evaluation of Financial Bid

The Financial bid should be submitted strictly in the format given by the Bank as per Annexure of this document and should not have any deviations, restrictive statements, etc. therein. Otherwise, such bids are liable to be rejected at the sole discretion of the Bank. The price shall be quoted in Indian Currency only and shall be all inclusive and shown in commercial bid. No separate fees/reimbursements other than GST, as applicable, at the time of payment shall be made by the Bank.

SECTION 4: TECHNICAL BID FORMATS

Annexure-A	Proposal Form
Annexure-B	Bidder's Profile
Annexure-C	Minimum Eligibility Criteria
Annexure-D	Declaration regarding Clean Track Record
Annexure-E	Bank Mandate Form
Annexure-F	Non-Disclosure Agreement
Annexure-G	Pre-Contract Integrity Pact
Annexure-H	Declaration Regarding not related to SIDBI

Annexure A: Proposal Form and Technical Offer

(To be included in Technical Proposal Envelope)

Date: _____

To,

The General Manager (CAPV)
Small Industries Development Bank of India
Corporate Accounts and Payment Vertical
SIDBI Tower, 15, Ashok Marg, Lucknow - 226001
Uttar Pradesh

Sir,

RfP –Appointment of Tax Consultant in SIDBI

With reference to the above RfP, having examined and understood the instructions, terms and conditions forming part of the RfP, we hereby enclose our offer to provide our services as detailed in your above referred RfP. Having examined the RfP Document, we, the undersigned, offer our services to provide Consultancy for all tax related matters direct tax and Indirect tax to SIDBI in conformity with the requirements mentioned in said RfP documents.

We undertake, if our bid / Proposal is accepted, to carry out the work as per the scope of work, deliverables as specified in the RfP document as well as on the payment terms mentioned therein.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We declare that we have not made any alterations/changes whatsoever in the RfP document and we are fully aware that in the event of any change, the RfP document maintained at the Bank will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by the Bank in the event of any alteration made in the RfP document.

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

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India including Prevention of Corruption Act, 1988.

We understand that SIDBI is not bound to accept our request for participation in the process or bound to accept our bid or give any reason for rejection of any bid.

We also agree and confirm that we will not claim any expenses incurred by us in preparing of bid documents and that SIDBI will not defray any expenses incurred by us in proposal.

We are also aware that SIDBI has also right to re-issue / re-commence the bidding process, to which we do not have right to object and have no reservation in this regard; the decision of SIDBI in this regard shall be final, conclusive, and binding upon us.

We understand that SIDBI is not bound to accept the lowest, or any other Proposal, SIDBI may receive.

We agree to all the terms and conditions mentioned in the RfP. We hereby submit our Technical Offer in a sealed envelope. The offer shall be binding on us up to 180 days and subject to the modifications resulting from contract negotiations.

Date -2024

Yours faithfully,

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

Annexure B : Bidder's Profile

RfP for appointment of Tax Consultant in SIDBI

S.N	Particulars	Details
1	Name of the Consultant / firm/Company with registration /membership number from ICAI/ROC*	
2	Year of establishment of the Consultant firm / Company and Registration thereof.	
3	Year of commencement of consulting assignments	
4	Contact details: (indicate contact person name, address, Telephone No., Fax No., e-mail address, etc.)	
5	Income tax-PAN and GST registration No, (please attach documentary evidence)	
6	Details of each partner / director including experience, qualification etc.	
7	Details of key employees/qualified assistants including their qualification and experience in executing such assignments	
8	Nature of overall experience and notable achievements / recognitions, if any, in taxation related consultancy field (including banks/FI's)	
9	Particulars of infrastructural facilities	
10	Any other related information, not mentioned above, which the audit firm wish to furnish.	

Note: All the relevant details & documentary evidence are to be furnished. The above is only a format. Information may be submitted in additional sheet.

Details of past assignments on Tax consultancy provided or experience in handling Central Statutory Auditor in previous 5 years to other Banks / AIFIs/Others.

(i) Direct Tax:

S.N.	Client Name	Value of work executed	Nature of Client (Banks/AIFIs/Others)	Period of Contract		Nature of Work (Taxation/ Others)
				From	To	

(ii) Indirect Tax:

S.N.	Client Name	Value of work executed	Nature of Client (Banks/AIFIs/Others)	Period of Contract		Nature of Work (Taxation/ Others)
				From	To	

(iii) Audit:

S.N.	Client Name	Value of work	Nature of Client (Banks/AIFIs/Others)	Period of Contract	Nature of Work

		executed		From	To	(Taxation/ Others)

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

* ICAI – Institute of Chartered Accountants of India / ROC – Registrar of Companies

Financial information (turnover / profit & loss, etc.) During last three years)

S. N.	Financial Year	Annual Turnover (in Rs. lakh)	Profit / Loss (in Rs.lakh)	Net Worth (in Rs.lakh)	Documents Enclosed as proof
1	2022-23				
2	2021-22				
3	2020-21				

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

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

Annexure –C: Minimum Eligibility Criteria

S. N.	Eligibility Criteria	Documents to be submitted	Reference Page No. of relevant document in RfP Response
	Name of the Bidder		
1	Should be a Chartered Accountant firm, inter-alia, engaged in providing services under direct and indirect tax laws.	Registration certificate from ICAI	
2	Should be based at Mumbai.	Profile of firm indicating all such details	
3	Should have minimum 10 partners with at least 4 partners dealing in tax matters (atleast 2 dealing with indirect taxes), 10 qualified assistants of which 3 should be handling tax matters.	Profile of firm indicating all such details	
4	Should possess a minimum of 20 year's experience in the taxation field and 3 partners with at least 10 year's experience.	Profile of firm indicating all such details	
5	The bidders should have experience in handling direct & indirect tax-related matters/ providing tax consultancy services to Public Sector Banks/ All India Financial Institutions (AIFIs) for minimum 5 years and at least 3 years prior to the date of making application. Central Statutory Audit of Public Sector Banks/ All India Financial Institutions will be an added advantage.	Profile of firm indicating all such details- Details to be given as per given format.	
6	Should have gross receipt of more than average ₹4.00 crore for the last 3 financial years prior to the date of making applications (i.e. FY 2021 to FY 2023).	ITR / Financial statement / Certificate i.e. FY 2021 to FY 2023) – Details to be given as per given format.	
7	The Bidder's Firm should not be owned or controlled by any Director or Employee of SIDBI and its subsidiaries/associate institutions	A self-declaration by the Bidder on Bidder's letter head.	

Annexure-D: Declaration regarding Clean Track Record

Date:

The General Manager (CAPV)

Small Industries Development Bank of India,
Corporate Accounts and Payment Vertical
SIDBI Tower, 15, Ashok Marg, Lucknow - 226001
Uttar Pradesh

Dear Sir,

Declaration Regarding Clean Track Record

I/we have carefully gone through the Terms & Conditions contained in the selection of the Tax Consultant in SIDBI. I/we hereby declare that our Firm/LLP has not been debarred/ blacklisted by any Public Sector Bank, PSU, RBI, IBA or any other Government / Semi Government organizations in India during last 05 years from the date of RfP. I/we declare that there is no disciplinary action initiated by ICAI against partner(s)/Firm during last 3 years. I/we further certify that I am/we are competent officer in my Firm/LLP to make this declaration that my/our bid is binding on me/us and persons claiming through me/us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

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

Annexure-E: Bank Mandate Form

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier/consultant:

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier/ consultant:

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE ²	For RTGS transfer		For NEFT transfer

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

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

Place : _____

Date : _____

Signature of Authorized Signatory

.....

.....

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

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

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

ANNEXURE- F: Non-Disclosure Agreement

(To be submitted on ₹100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

WHEREAS, we, _____, having Registered Office at _____, (hereinafter referred to as the COMPANY), are agreeable to execute “**Consultancy for Direct and Indirect Taxes**” as per scope defined in the **Request for Proposal** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavalamban Bhavan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

WHEREAS the COMPANY understands that the information regarding the Bank’s activities 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 appoint it as consultant and /or to grant the COMPANY specific access to the BANK’s property/information, etc.

- a. The COMPANY will not publish or disclose to others, nor use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written authorization to do so;
- b. 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.
- c. The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (RfP) 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. The company shall take all necessary measures to ensure that the information/data obtained under the assignment is not passed on or disclosed.

Yours sincerely,

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

ANNEXURE-G : Pre-Contract Integrity Pact

(To be submitted on ₹100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

Small industries Development Bank of India (SIDBI) hereinafter referred to as “The Principal”.

And

..... hereinafter referred to as “The Bidder/ Contractor”

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) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits 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 an incorrect statement on this subject, he can be disqualified from the tender process.

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

- (1) In the case of Sub-contracting, the Principal Contractor shall take 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 a 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 Chairman, SIDBI.
- (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 Chairman, SIDBI and recuse himself/ herself from that case.
- (5) The principal will provide the Monitor with 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 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 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 Chairman, SIDBI 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 Chairman, SIDBI, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman SIDBI 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 Chairman of SIDBI.

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. Lucknow.
- (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)

Witness2: (Name &Address)

ANNEXURE - H: Declaration Regarding not related to SIDBI

Date:

The General Manager (CAPV)
Small Industries Development Bank of India,
Corporate Accounts and Payment Vertical
SIDBI Tower, 15, Ashok Marg, Lucknow - 226001
Uttar Pradesh

Dear Sir,

**Declaration Regarding not related to SIDBI–
Appointment of Tax Consultant**

I/we have carefully gone through the Terms & Conditions contained in the above tender.

I/We hereby declare that I/we has/have are not owned or not controlled by any director/officer/employee of SIDBI or their relatives.

We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by us are true and correct and able to perform this contract as per RfP document.

Thanking you,

Yours sincerely,

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

SECTION 5: FINANCIAL BID FORMAT

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

(to be submitted in sealed envelope)

Place

Date

To:

The General Manager (CAPV)
Small Industries Development Bank of India
Corporate Accounts and Payment Vertical
SIDBI Tower, 15, Ashok Marg, Lucknow - 226001
Uttar Pradesh

Sir,

We the undersigned offer to provide our services for consultancy for Direct and Indirect tax to SIDBI in accordance with your RfP.

Our Commercial Offer for professional fees (overall maximum ceiling for A & B below) is ₹_____ per annum (including out of pocket expenses) (amount in words and figures) plus GST thereon. The breakup is given below:

S.N.	Particulars	Details to be filled in by the offeror
A	Retainership fee	
	Retainership fee per annum	₹.....
B.	Appeal fee	
	CIT Appeal	₹.....
	(i) Drafting / filing of appeal ₹.....per appeal X 5	
	(ii) Submission / appearance for appeal ₹.....per appeal X 7	
	ITAT Appeal	
	(iii) Drafting and filing of appeal ₹..... per appeal X 5	
	(iv) Submission / appearance for appeal ₹.....per appeal X 7	
3	TOTAL (A+B)	₹.....
	Applicable GST	₹.....
4	Total fees for one year including taxes	₹.....

5	All fees including tax for three years	₹.....
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Note:

- 1) For the evaluation purpose 5 nos. of appeals for drafting / filing in CIT and ITAT shall be considered each year. Similarly, 7 nos. of appeal for submission / appearance in CIT and ITAT each year shall be considered.
- 2) Bidder needs to fill the per appeal fee for drafting /filing of appeal at CIT and ITAT. Similarly, bidder need to fill the submission/ appearance fee for CIT and ITAT.
- 3) The total value derived after adding amounts quoted at 'A' and 'B' will be considered for financial evaluation.
- 4) Total amount mentioned against appeal fees is a national fee for evaluation purpose. However, the actual fees to be paid based on the nos. of appeal filed / appearance.

Our Financial Bid shall be binding upon us and the same is also subject to modification resulting from contract negotiations, if any, up to expiration of the validity period (90 days) of the proposal.

Yours faithfully,
(Name & designation, seal of the firm)