

**Selection of Banking Partner for providing Banking Services for
Pondicherry Industrial Promotion Development & Investment Corporation Ltd
Government of Puducherry**

Expression of Interest cum Request for Proposal (EOI cum RFP)

1	Name of Project	Providing Banking Services for Pondicherry Industrial Promotion Development & Investment Corporation Ltd (PIPDIC), Puducherry
2	Document Fee	Rs. 10,000/- (Rupees Ten Thousand Only) plus 12.36% service tax
3	Bid Security	Rs. 20,00,000,- (Rupees twenty lakh Only)
4	Start date and time for online downloading RFP and online submission of Bid	23/09/2019 from 10.00 hrs onwards
5	Closing date and time for downloading EOI cum RFP	11/11/2019 by 17.00 hrs
6	Last date & time for queries submission	08/10/2019
7	Pre Bid meeting :	
7.1	Date and time	10/10/2019 at 11.00 hrs
7.2	Place of meeting	Pondicherry Industrial Promotion Development & Investment Corporation (PIPDIC) No.60, Romain Rolland Street, Pondicherry – 605 001
8	Authority response to queries	By 18/10/2019
9	Last date and time for online submission of Technical and Financial bid	11/11/2019 till 17.00 hrs
10	Last date & time for submission of hard copy of Technical Bid only at the office of PIPDIC	11/11/2019 by 17.00 hrs
11	Date, time and venue of opening of Technical Bid	12/11/2019 at 11.00 hrs Venue: PIPDIC No.60, Romain Rolland Street, Puducherry – 605001
12	Date, time and venue of opening of Financial Bid	Will be intimated later.
13	Performance Security	Rs. 1.00 crore (Rupees one crore) by means of Demand Draft / Bankers Cheque / NEFT / RTGS payable at Puducherry in favour of PIPDIC. Bank Guarantee is allowed only for Performance Security. To be submitted by selected Bidder before executing agreement.
14	Payment mode	All payments may be made by means of Demand Draft / Bankers Cheque or NEFT / RTGS payable at Puducherry in favour of PIPDIC. For NEFT / RTGS, Bank Details: Account Name : PIPDIC Ltd., Name of Bank: Canara Bank Address: Muthialpet Branch, Gingee Salai, Puducherry 605001. IFSC Code: CNRB0000927 Account Number: 0927201002042

In case the day of any event happens to be holiday, the event will take place in the immediate next working day.

Issued by: The Managing Director,
Pondicherry Industrial Promotion Development &
Investment Corporation Ltd (PIPDIC), No: 60, Romain Rolland Street,
Puducherry – 605 001.
Ph. No: 0413-2334361/ Fax No: 0413-2336842
Web: www.pipdic.com; www.pipdic.in e-mail: info@pipdic.com

Acknowledgement:

This hard copy of the down loaded document is to be returned duly signed in each page by the authorized person accepting the terms and conditions.

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the on-line bid process for the selection of Banking Partner for providing banking services for Pondicherry Industrial Promotion Development & Investment Corporation (PIPDIC), Puducherry and must not be used for any other purposes. This document must not be passed to a third party except professional advisers assisting with the bid submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form.

Signature of the Issuing Authority

-sd/-

Managing Director,
Pondicherry Industrial Promotion
Development & Investment Corporation Ltd,

CONTENTS

Invitation Letter	Page 5
Section - 1	
Introduction &Background	Page7
Section - 2 A	
Instructions to Applicants	
Scope of Proposal	Page 12
Conditions of Eligibility	Page 13
Section - 2 B	
Contents of EOI cum RFP	Page 18
Section - 2 C	
Preparation of Proposal	Page 18
Submission of Proposal	Page20
Section- 3	
Criteria for Evaluation of Proposals	Page 28
Section - 4	
Fraud and Corrupt Practices	Page 29
Section -5	
Pre - Proposal Conference	Page 31
Section -6	
Miscellaneous	Page 31
Schedules:	
Schedule 1. Guidance note on Conflict of Interest	Page 32
Appendices:	
Appendix-I	
Technical Proposal – Form 1	Page 34
Particulars of Applicant – Form 2	Page 37
Power of Attorney – Form 3	Page 38
Financial Capacity of Applicant – Form 4	Page 39
Details of Eligible Assignments undertaken by Applicant - Form 5	Page 40
Appendix-II	
Financial Proposal Covering Letter – Form 1	Page 41
Financial Proposal- Form 2	Page 42
Appendix-III	
Format of Performance Bank Guarantee	Page 43

DISCLAIMER

The information contained in this Expression of Interest cum Request for Proposal ("EOI cum RFP") document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf document of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this EOI cum RFP and such other terms and conditions subject to which such information is provided.

This EOI cum RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this EOI cum RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this EOI cum RFP. This EOI cum RFP includes materials, which reflect various assumptions and assessments arrived at by the Authority in relation to the Collection Services. Such assumptions and assessments do not purport to contain all the information that each Applicant may require. This EOI cum RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI cum RFP. The assumptions, assessments and information contained in this EOI cum RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI cum RFP and obtain independent advice from appropriate sources.

Information provided in this EOI cum RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI cum RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI cum RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this EOI cum RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI cum RFP.

The issue of this EOI cum RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

LETTER OF INVITATION

To

1. Pondicherry Industrial Promotion Development & Investment Corporation (PIPDIC), Puducherry.(PIPDIC) intends to select a Banking Agency to act as banking partner to collect all types of dues, incomes and recoveries receivable by the Corporation from its clients.
2. The PIPDIC has the authority to select Banking Agency and thereforeinvites Proposals in the form of Expression of Interest cum Request for Proposal [EOI cum RFP] through electronic procurement mode. The e-Procurement module covers the complete tendering process starting from online publishing of tender enquiries, online bid submission by the bidders, online bid opening, online bid evaluation and publication of award of contract.
3. The EOI cum RFP document is uploaded in the web site of the PIPDIC (www.pipdic.com) (www.pipdic.in)and all the applicants who are willing to take up this Contract in response to the online bid called for by the PIPDICare advised to download the document and submit the bids online in an encrypted format through e- Procurement application which is accessible through the NIC (pudutender.nic.in) Under the e-Procurement the bidders are required to register on the CPP Portal using valid Digital Signature Certificate (DSC) and valid email address. It is not permissible to transfer this invitation to any other firm.
4. An Agency will be selected under Quality & Cost Based Selection (QCBS) as described in this EOI cum RFP.
5. This EOI cum RFPincludes the following documents:
 - Section 1** - Introduction
 - Section 2** – Instructions to Applicants (including Data Sheet)
 - Section 3** - Criteria for Evaluation
 - Section 4** - Fraud and Corrupt Practices
 - Section 5** - Pre-Proposal Conference
 - Section 6** – Miscellaneous
6. Please inform us, upon receipt that you have received the letter of invitation.

7. A Pre-BidConference will be held on 10/10/2019 at 11.00 hrs at the office of PIPDIC.

8. EOI cum RFPsubmissions must be received online not later than 17.00 hrs IST on 11/11/2019 in the manner specified in the EOI cum RFPdocument. However the original instrument towards Bid processing fee / cost of document and Bid Security and a hard copy of the EOI cum RFP (as submitted on-line) should be submitted at the office of the PIPDIC on 11/11/2019 by 12.00 hrs (IST)

Address for communication:

The Managing Director,
60, Romain Rolland Street,
Puducherry – 605001
Tel: +91 0413 2334361
Fax: +91 0413 2336842
Mail ID: info@pipdic.com

1.0 Introduction

1.1 Background

1.1.1 Pondicherry Industrial Promotion Development and Investment Corporation Limited (PIPDIC) was setup by the Government of Puducherry with the primary objective of promoting industrial development in the UT of Puducherry. As a part of industrial development the Corporation facilitates investors by providing developed land and plots / sheds / Ready Built Factory (RBF) and financial assistance in the form of various type term loans. The Corporation possesses the following six developed and functional Industrial Estates (IEs) wherein about 414 number of units are functioning in all these IEs.

Sl. No	Location of estate	Year of establishment	Extent of estate	No. of plots/sheds		No. of units
				Plots	Sheds	
1	Mettupalayam	1976	167 acres	371	89	320
2	Sedarapet	1982	62 acres	178	Nil	52
3	Kirumabakkam	1975	25 acres	25	8	12
4	Thirubuvanai	1999	52 acres	126	56669 sq. ft. (Multi storied RBF – Ready Built Factory	30

1.1.3. All these IEs are provided with basic enabling infrastructural facilities such as roads, drains, street lights and water supply. Apart from the above four functional Industrial Estates (IEs), PIPDIC has developed an IE in an extent of 200 acres land out of 596 acres land owned by it at Polagam, Karaikal District. The remaining area is proposed to be developed. Further PIPDIC has also developed a domestic IT Park at PEC Campus, East Coast Road, Kalapet, Puducherry wherein IT units and the State Data Centre are functioning. In this Park STPI – an Autonomous Society under Govt. of India, Ministry of Electronics & Information Technology - is providing HSDC service for the IT units.

1.1.4. The developed land and plots are allotted on long term lease basis renewable after expiry of each lease term. The investors allotted land and plots have to pay Premium Lease (PL) amount calculated at fixed PL rate for the extent of land/plots allotted. The PL amount differs from estate to estate. In the event of the allottee not willing to continue business, the allottee can exit by selling the super structures created with the approval of the Corporation and surrender the allotted land/plot so as to enable the Corporation to re-allot it to the seller identified by the original allottee. In such type of transfers the new allottee will be required to pay to the

Corporation the PL amount at the prevailing rate and abide by the prevailing terms and conditions / norms. With respect to sheds and RBF the allottees have to pay the monthly shed rent at the rate fixed by the Corporation. In the case of sheds the Corporation permits the allottee to sub lease for a fixed period on making one-time payment. These shed rent and PL rates are subject to change.

- 1.1.5 The allottees in the industrial estates are provided water connections through the IE water supply system and the allottees have to pay the water charges on monthly basis based on the Bill raised monthly.
- 1.1.6. The allottees have to pay an annual maintenance charge at the rate fixed by the Corporation for maintenance of the basic enabling infrastructures in the industrial estates. This charge varies from estate to estate.
- 1.1.7 The Corporation operates various financial assistance schemes for setting up new /expanding industrial units and for other sectors such as hospitality, transport, services, etc. The Corporation has so far provided financial assistance to the tune of Rs. 47,731.20 lakhs to 3826 number of units.

1.2. Revenue Streams of Corporation

1.2.1 Income from Industrial Estates (IEs):

The Corporation gets the following income from the IEs –

- Premium Lease (which is non-refundable one-time payment) from out of allotment and transfer of land and plots;
- Shed rent (payable monthly) from the sheds and RBF at the rate fixed by the Corporation;
- One time premium amount for sub lease of sheds;
- Water charges (payable monthly) for the water supplied to the units in the IEs from out its water supply system;
- Maintenance charges (payable annually) from the allottees charged on the extent of land and plots allotted;

1.2.2. Income from loan accounts:

The income from the loan accounts are as follows –

- Loan application Investigation Fee (Processing fee) for scrutiny/processing/appraisal varies from 0.50% to 0.75% depending on the quantum of loan applied for;
- Interest – the rate of interest varies from 11% to 13% depending on the quantum of loan sanctioned.

1.2.3. The various revenue streams of the Corporation are tabulated below:

Sl. No	Head of Account	Revenue components to be covered under the banking services
1	All types of Loans	Sale of loan application forms, loan application investigation/processing charges, interest, penal interest (in case of defaulting loanees), repayment of principal, loan pre-closure premium, insurance premium paid by the Corporation on behalf of the loanees' uninsured assets, etc
2	Allottees of land/plots and sheds	Sale of plot application forms, PL amount for allotment of land/plot, payment of differential PL amount in case of transfer of land/plot, payment of shed transfer charges, allotment, penalty/miscellaneous charges for regularization of unauthorized plot/land utilization, payment of sub-lease rent and non-compliance of allotment terms and conditions, etc
3	Estate Maintenance Charge	Annual charge for maintenance of basic enabling infrastructures
4	Water charge payees	Monthly charge for water consumed
5	EMD	For auction and tenders floated by the PIPDIC
6	Miscellaneous	Sale of civil works Tender & loan Forms / RO water, road cutting charges.

1.2.4 Presently the clients make payments to the Corporation in the form of Cash or payment instruments and through RTGS. The cash and payment instruments received physically are deposited physically in its bank accounts. In order to facilitate clients and at the same time to prevent the physical collection, the Corporation is proposing to start in its premises a bank branch to receive all the payments either on-line or through instruments on behalf of the Corporation. Such branch can also enjoy the privilege of providing all types of its banking facilities to general public too. The premises so provided to the selected bank shall have to pay the monthly rent fixed by the Corporation. The Scope of Services are more fully described in the Clause 2.1 of this RFP document.

1.3 Expression of Interest cum Request for Proposal

1.3.1 In pursuance of the above, PIPDIC (“**the Authority**”) has decided to carry out the process for selection of banking partner for the Corporation and is inviting EOI cum RFP (Expression of Interest cum Request for Proposal) from interested Scheduled Banks in India (the “**Proposal**”) for selection of a Bank (the “**Banking Partner**”) for providing all types of banking services for the Corporation for a period of Five (5) years including providing working capital (the “**Banking Services**”) to the units which are provided financial assistance and land / plots by the Corporation. The banking partner shall provide the services in accordance with the EOI cum RFP. The selected Bank should open captive branch in the premises at the PIPDIC office. The

space for running the captive branch will be decided on need based basis. The bank shall be charged rent by the PIPDIC as per the CPWD norms.

- 1.3.2. The Authority intends to select the Banking Partner through competitive online bidding process in accordance with the procedure set out herein.

1.4 **Due Diligence by Applicants**

- 1.4.1 Applicants are encouraged to be informed themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Corporation, sending written queries to the Authority and attending a Pre-Proposal Conference on the date and time specified herein.

1.5 **Sale of EOI cum RFP Document**

- 1.5.1 The EOI cum RFP document shall be downloaded by the applicants who are willing to take up this Contract in response to the online bid called for by the PIPDIC.
- 1.5.2. The cost of this **EOI cum RFP document is Rs.10,000/-** (Rupees Ten Thousand only) plus GST. The bidders are required to pay along with the Proposal non-refundable fee Rs.10,000/- (Rupees Ten Thousand only) by way of Demand Draft/Bankers /Cheque drawn in any scheduled bank in favour of PIPDIC, Puducherry and payable at Puducherry or NEFT / RTGS. Proposal submitted without the above prescribed non-refundable fees will be treated as non-responsive and be rejected.

1.6 **Validity of the Proposal**

- 1.6.1 The Proposal shall be valid for a **period of not less than 120 days from the Proposal Due Date** (the "PDD").

1.7 **Brief description of Selection Process**

The Authority has proposed to adopt a two stage selection process (collectively the "**Selection Process**") in evaluating online the Proposals comprising technical and financial bids to be submitted online. In the first stage, online technical evaluation will be carried out as specified in Clause 3.0. Based on this online technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.1.1. In the second stage, online financial evaluation will be carried out as specified in Clause 3.2. The successful Bidder shall be the one with lowest fee per transaction quoted in financial proposal. The Selected Applicant shall be called for negotiation, while the second lowest Bid Applicant will be kept in reserve. Selection after being completed shall not be a subject of dispute and cannot be questioned in any forum.

1.8 Schedule of Selection Process

1.8.1 The Authority would endeavor to adhere to the following schedule:

i	Last date & time for queries submission	08/10/2019
ii	Pre Bid meeting date and time	10/10/2019 at 11.00 hrs
iii	Place of meeting	Office of PPDIC in the address given herein
iv	Authority response to queries	By 18/10/2019
v	Proposal Due Date (PDD)	Submission of online Technical and Financial Bids and hard copy of technical bid with payment instruments: 11/11/2019 by 17.00 hrs.
vi	Opening of Proposals:	
	a. Technical Bid	12/11/10/2019 at 11.00 hrs (IST)
	b. Financial proposal	Will be notified to the qualified Applicants post opening of Technical Proposal

1.8 Pre-Proposal visit & inspection of data

1.8.1 Prospective applicants may visit the office of the Corporation for details pertaining to the bid at any time prior to PDD and for this purpose they shall provide at least two days of notice to the Corporation.

1.9 Pre –proposal Conference

1.9.1 The Authority will hold a Pre Bid Conference to receive queries if any from the prospective Applicants intending to apply for the contract. The date, time and venue of Pre-Proposal Conference shall be:

Date: 10/10/2019 Time: 11.00 hrs
Venue : PIPDIC,
No.60 Romain Rolland Street,
Puducherry – 605001.

1.10 Communication

1.10.1 All communication including the submission of Proposal should be addressed to:

The Managing Director
PIPDIC, No.60 Romain Rolland Street,
Puducherry – 605001.
Phone: +91-0413-2334361
Fax: +91-0413-2336842
Email: info@pipdic.com

1.10.2 All communication, including the envelopes, should contain the following information marked at the top in bold letters:

EOI cum RFP No.2019_PIPDI_5100_1 “FOR PROVIDING BANKING SERVICES FOR PIPDIC”

2.0 Instruction to Applicants

A. General

2.1 Scope of Proposal

2.1.1 Detailed description of the Scope of Services and other requirements relating to this intended Service are specified in this EOI cum RFP. The services expected to be provided to the Authority by the Banking Partner are -

- i. receive, credit and maintain all types of payments from the Authority's clients;
- ii. provide to the clients of the Authority online retail banking services including Business loans, Checking accounts, Savings Accounts, Debit and Credit Cards, Merchant Services (credit card processing, reconciliation and reporting, check collection), Cash Management (payroll services, deposit services, etc.)
- iii. providedigital solutions to the Authority's Clients ;
- iv. release and monitor Authority's working capital loans to its Clients and send fortnightly reports;
- iii. release the Authority's Over Draft (OD) facility to its clients and send fortnightly reports;
- iv. monitor the accounts of clients and inform to the Authority the irregularities if any noticed in the various loans released to the clients;
- v. submit daily statement to the Authority within the specified time;
- vi. transfer the bank balance in the Authority's account to the directed bank account as and when directed by the Authority;
- vii. open captive branch at the Authority's premises with adequate manpower;
- viii. should have state-of-the art information technology for fast and quality services;
- ix. report function of the current account of Corporation's working capital loanees and alert the warning signals and suggest measures to prevent incipient sickness of such units and other related suggestions/reports/opinions
- x. appraise the loan proposals of the Corporation on demand for assessing the technical feasibility and financial viability. (The fee if any for such appraisals shall not be a part of the financial bid)
- xi. provide POS machines to PIPDIC to facilitate receipt/collection of all types of payments/charges/dues;
- xii. provide Gateway Payment facility / system to PIPDIC.

The Applicants possessing the requisite experience and capabilities for undertaking the Banking Services, may participate in the selection process in response to this invitation. The term applicant (the "**Applicant**") means the Sole Bank. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this EOI cum RFP.

2.1.2 The selection of Banking Partner shall be on the basis of an evaluation by the Authority through the Selection Process specified in this EOI cum RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit Proposal in the form and manner specified in this EOI cum RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-1.

2.2 **Conditions of Eligibility of Applicants:**

2.2.1 To be eligible for evaluation of proposal, the applicant shall fulfill the following:

A. **Technical Capacity:** Scheduled Banks, who have provided or providing to not less than 6 (six) financial institutions / commercial organizations the following long term Banking Services as per RBI norms through captive branch at the client's premises for not less than 5 years of which at least three (3) contracts must be for Central/State Governments or their agencies, are eligible to participate in this tender:

- i. receiving, crediting and maintaining all types of payments of the Clients;
- ii. monitoring working capital loans and overdraft facilities released through them;
- iii. providing digital solutions;
- iv. providing retail banking;

B. **Financial Capacity:** During the last 5 years average annual turnover of not less than Rs. 1000.00 crore.

2.2.2 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its annual turnover from banking services as described under clause 2.2.1 (B) during each of the past 5 (five) financial years.

2.2.3 The Applicant should submit a Power of Attorney as per the format at Form - 3 of Appendix-I.

2.2.4 Any Scheduled Bank entity which gone into liquidation/has been barred/blacklisted by the Central Government, any State Government, a Statutory Authority or a Central / State Public Sector Undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal.

2.2.5 An Applicant during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.

2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient, alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 **Conflict of Interest**

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Banking Services (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of

Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 2.3.2 The Authority requires that the Selected Bank provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests and act without any consideration for future work. The Selected Bank shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-2. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) the Applicant, its consortium member (**the "Member"**) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an, Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.4.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - b) a constituent of such Applicant is also a constituent of another Applicant; or
 - c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about,

- or to influence the Application of either or each of the other Applicant; or
- f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Applicant will depend on the circumstances of each case. While providing Banking Services to the Authority for this particular assignment, the Applicant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by the Authority to provide goods, works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Applicant, its Member or Associate (or any constituent thereof) and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

2.3.4 For purposes of this EOI cum RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture or "Best. Friend Relationship" with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/Applicants for a particular assignment/project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.5 An Applicant eventually appointed to provide Banking Services for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to Banking

Services / advisory services performed for the Authority in continuation of this Banking Services or to any subsequent Banking Services / advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Applicant shall include a partner in the Applicant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Applicant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Financial Expert of an Applicant/ Applicant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict) of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.4 Number of Proposals

2.4.1 No Applicant or its Associate shall submit more than one Application for the Banking Services. An Applicant applying individually shall not be entitled to submit another application.

2.5 Cost of Proposal

2.5.1 The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to the Authority and verification of information

2.6.1 Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the EOI cum RFP;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI cum RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to EOI cum RFP or the Selection Process, including any error or mistake therein or in any information or data given

by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this EOI cum RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/improper response by the Applicant may ' lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the EOI cum RFP may raise such queries during the Pre Bid Conference mentioned in the Schedule of Selection Process at Clause 1.8. The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the PDD. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.9.2 The Authority reserves the right to not to respond to any questions or provide any clarifications in its sole discretion and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.10 Amendment of EOI cum RFP

2.10.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the EOI cum RFP document by the issuance of Addendum/ Amendment.

2.10.2 All such amendments will be notified through fax or e-mail to all Applicants and will also be posted on the Official Website and all such amendments will be binding on all Applicants.

2.10.3 In order to provide the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

B. Documents

2.11 Contents of the EOI cum RFP:

2.11.1 The EOI cum RFP comprises of the Disclaimer set forth herein and the contents listed below and will include any Addendum issued.

- i. Introduction
- ii. Instruction to Applicants
- iii. Criteria for Evaluation.
- iv. Fraud and Corrupt practices
- v. Pre-proposal Conference
- vi. Miscellaneous

Schedules:

Appendix – 1

- | | |
|----------|---|
| Form – 1 | Technical Proposal Covering Letter |
| Form – 2 | Particulars of Applicant |
| Form – 3 | Power of Attorney |
| Form – 4 | Financial Capacity of Applicant |
| Form – 5 | Details of Eligible Assignments undertaken by Applicant |

Appendix – 2

- | | |
|----------|------------------------------------|
| Form – 1 | Financial Proposal Covering Letter |
| Form – 2 | Financial Proposal Format |

Appendix – 3

Form of Performance Bank Guarantee

C. Preparation of Proposal

2.12 Language

2.12.1. The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this EOI cum RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

2.12.2 In preparing their Proposal, Applicants are expected to examine in detail the documents comprising the EOI cum RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.12.3 Depending on the nature of the Assignment, Applicants are required to submit a Technical

Proposal (TP) in the Form – 1 provided in AppendixI. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras using the attached Standard Forms.

- (a) Comments and suggestions on the Scope of the Services including workable suggestions that could improve the quality/effectiveness of the Assignment/job.
- (b) A description covering the following subject for performing the proposed Assignment/job;
 - technical approach and methodology,
 - work plan, and
 - organization and staffing.

2.12.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

2.12.5 Financial Proposal: The Financial Proposal shall be prepared using the attached Standard Forms 1 and 2 appended at Appendix II. It shall list all costs associated with the Assignment, including remuneration for staff, administrative expenses, etc. The financial proposal shall not include any condition attached to it and any such conditional financial proposal shall be rejected summarily.

2.13 Taxes:-

2.13.1 The Applicant shall fully familiarize themselves about the applicable Domestic taxes. (Such as: value added or sales tax, Goods and Service Tax (GST) or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the Applicant in the financial proposal.

2.14. Currency

2.14.1 Applicant shall express the price of their Assignment/job in Indian rupees only.

2.15. Bid Processing Fees

All Applicants are required to pay an amount of Rs.10,000/- (Rupees Ten Thousand Only) towards Bid Processing Fees in the form of Demand Draft/Bankers Cheque drawn in favour of PIPDIC payable at Puducherry. The bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid and be rejected.

2.16. **Security Deposits**

2.16 **A Earnest Money Deposit (EMD)** The Bidder should submit EMD as detailed below:

- (a) An EMD for an amount of Rs.20,00,000/- (Rupees twenty lakh only), in the form of Demand

Draft/ Bankers Cheque, NEFT /RTGS drawn in favour of the PIPDIC and payable at Puducherry as mentioned in data sheet, must be submitted along with the Proposal.

- (b) Proposals not accompanied by EMD shall be treated as non-responsive and be rejected.
- (c) No interest shall be payable by the Employer for the sum deposited as Earnest Money Deposit.
- (d) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with the Successful Bidder.
- (e) The EMD shall be forfeited by the Employer in the following events:
If the -
 - (i) Proposal is withdrawn during the validity period or any extension agreed to by the Applicant thereof.
 - (i) Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - (iii) Applicant tries to influence the evaluation process.
 - (iv) First ranked Applicant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Applicant).

2.16. B **Performance Guarantee:**

- a) The selected Bidder should deposit a sum of Rs.1.00 crore(Rupees one croreonly) as Performance Guarantee (PG) for securing the performance obligations under the contract in the form of Demand Draft/ Bankers Cheque drawn in favour of the PIPDIC and payable at Puducherry Bank, NEFT / RTGS or Bank Guarantee in the format given in Appendix- 3 issued by a bank other than the successful Bidder bank.
- b) The PBG- shall be kept valid throughout the term of the agreement. The renewal of the PBG as and when required is to be done by the Selected Bidder Bank at least one month before the date of expiry of the existing PBG, failing which, PIPDIC would be entitled to revoke the PBG.

2.17. **Submission, Receipt and Opening of Proposal**

2.17.1 The Bidder shall provide all the information sought under this EOI cum RFP through the e-procurement portal of Government of Puducherry. The Authority will evaluate only those Bids received through online in the required formats and complete in all respects. Demand Draft/ Bankers Cheque towards payment of cost of Bid Processing Fees and EMD are alone received by hand in hard copies as mentioned in the Data Sheet.

2.17.2 The Forms shall be filled by typing and signed in indelible blue ink, wherever necessary, by the authorised signatory of the Bidder.

2.17.3 The Bidder shall submit the Technical Bid & Financial Bid online only through e-procurement portal <https://pudutenders.gov.in> comprising of the all the documents along with supporting documents as specified in the EOI cum RFP.

2.17.4 The opening date of the bid is mentioned in Data Sheet.

2.17.5 The Proposal and its copy shall be typed or written in ink, numbered and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Applicant should read the instruction given in <https://pudutenders.gov.in> carefully and keep ready the following scanned certificates/ documents* before furnishing the details in technical bid. The uploaded Technical Bid without any of the essential documents as specified below will be summarily rejected and respective Financial Bid will not be opened :

- (a) Letter of proposal submission;
- (b) Copy of registration certificate issued by RBI;
- (c) Scanned copy of EMD & Tender fee (Demand Draft);
- (d) Copy of similar current Assignments undertaken and/or on going on hand with Agreements copy;
- (e) Copy of audited financial statements for last three years;
- (f) Copy of PAN/CIN/TAN;
- (g) Copy of Income Tax Clearance Certificate for the past three consecutive years;
- (h) Copy of GST registration number issued by the competent authority.
- (i) Power of Attorney certified by a notary public in the form specified in the Appendix for the Authorized Person issued by the competent authority of the Bank with supporting legal documents

*All these documents should be uploaded with a valid digital signature of the competent/authorized person (to avoid delay while uploading the documents the bidder shall scan the document with less resolution) Failure to upload any of the documents would entail rejection of the proposal. The Financial Bid will be admitted for opening only if the scanned copy of the above said documents are properly placed / uploaded.

A hard copy of the Technical Bid only along with the above said original documents wherever required shall be submitted at the office of PIPDIC as instructed in the Data Sheet along with the original payment instrument for EMD and tender fee.

2.17.6 The bidders will be able to download the EOI cum RFP and other related documents from the website viz., <https://pudutenders.gov.in>, from the published date till the closing date of the tender.

2.17.7 The bidders can upload the bid document online by verifying the tender assignment works from the website, only after obtaining the valid Digital Signature Certificate (DSC).

2.17.8 The bidders who had downloaded the e-Tender Schedule from the website shall submit the bid online before the scheduled time of submission. Both the payment instruments viz. DD/BC of EMD and Tender Fee are to be scanned and uploaded in the e-tender and the payment in original form along with the hard copy of the documents as detailed in the EOI CUM RFP are to be submitted to the Authority's Address in a sealed envelope superscribed as "EMD and Bid

Processing fee for providing Banking Services” on or before due date and time as mentioned in the DATA SHEET.

2.18 Procedure for Tendering:

2.18.1. Accessing/Purchasing of BidDocuments

2.18.2 It is mandatory for all the Bidders to have class-II Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organisation from any of the licensed Certifying Agency).The Bidders may refer vendors DSC address list link https://pudutenders.gov.in/nicgep/app?component=%24DirectLink_o&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf or from certified CAs.

2.18.3 The Authorized Signatory holding Power of Attorney (POA) or the person executing / delegating such POA shall only be the Digital Signatory. In other cases, the Bid shall be considered non-responsive.

2.18.4 It should be in corporate capacity i.e.in Bidder capacity. The Bidder shall submit document in support of the class II DSC.

2.18.5 To participate in the bidding, it is mandatory for the Bidders to get registered their Bank/Organization with e-procurement portal of Govt. of Puducherry <https://pudutendes.gov.in> to have user ID & valid password which has to be obtained free of cost. Following may kindly be noted:

- (a) Registration with e-procurement portal of Govt. of Puducherry should be valid at least up to the date of submission of Bid.
- (b) Bids can be submitted only after the validity of registration.
- (c) If the Bank/Organization is already registered in the e- procurement portal and validity of registration has not expired, fresh registration not required.

2.18.6 The Bidders should use only the given template available in the portal <https://pudutenders.gov.in/> and should not edit or change in the particulars of the Cost.

2.18.7 For any Technical related queries about bidding online, please call 24 x 7 Help Desk Number 0120-4200462, 0120-4001002,0120-4001005,0120-6277787.Or email to: support-eproc@nic.in, support-eproc.pon@nic.in. The Contact details of the Local help desk-e-procurement cell 3rd Floor A Block, Chief Secretariat Puducherry is - 0413-2220225 and 0413-2220262 (local help desk)

2.18.8 Bidders should check the e-Procurement Portal frequently for Corrigendum / Amendments.

2.18.9. Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this EOI cum RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of documents received by

the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide mandatory material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.18.10 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.18.11 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the EOI cum RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.18.12 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Banking Partner either by issue of the LOA or entering into an Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EOI cum RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Applicant, as the case may be.

2.18.13 In such an event, the Authority shall forfeit and appropriate the Performance Security at mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.19. Financial Proposal

2.19.1 Applicants shall submit the Financial Proposal online in the format at Appendix- II (the "**Financial Proposal**") clearly indicating the cost of Banking Services as Fee in INR per Transaction of more than Rs. 1.00 lakh only (Form- 2 of Appendix- II) in both figures and words, and signed by the Applicant's Authorized Representative. For avoidance of doubt there will be no fee for transaction up to Rs.1.00 lakh. Here the amount of transaction refers to the monies received on behalf of the PIPDIC by the bank. In the event of any difference between figures and words, the Fee indicated in words shall prevail.

2.19.2. While submitting the Financial Proposal, the Applicant shall ensure the following:

a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, operating expenses etc. The Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

b) The Financial Proposal shall take into account all expenses and tax liabilities. For the

avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the Financial Bid. Further, all payments shall be subject to Deduction of Taxes at Source as per Applicable Laws.

2.19.3. In case of tie between the bidders in the lowest Fee (L1) quoted i.e. the lowest fee quoted by more than one bidder are the same, the Proposal with the higher technical score shall be considered, and in the event of tie in the technical score between such lowest bidders PIPDIC will break the tie by inviting fresh Financial bids from such bidders who are so tied. The new Financial Bid submitted by such tied Bidders shall not be more than their respective original Financial Bid. The original Financial Bids of such tied Bidders will be annulled only when the new Financial Bids are received from the respective Bidders. The bidder quoting the lowest fee (which shall not be more than the fee quoted in the original Financial Bid resulting in the tie) will be selected as the Preferred Bidder. PIPDIC will issue the Letter of Award to the Preferred Bidder.

2.19.4 PIPDIC shall be entitled to cancel the Letter of Award issued to the Preferred Bidder and at its sole discretion invite the remaining other Bidders in the order of preference (ranked lowest to highest, as per their respective Financial Bids) for preparing the banking services, provided such Bidder agrees to match the Financial Bid of the **L1** Preferred Bidder and comply with such conditions as maybe imposed by PIPDIC, if the Preferred Bidder-

- Withdraws his Bid during the period of validity of his Bid;
- Fails or refuses to comply with the stipulations in the Letter of Award
- Fails or refuses to execute the Agreement within the stipulated time;
- Fails or refuses to furnish the Performance Security
- Commits a material breach of any of the terms and conditions contained in the EOI cum RFP document.

D. Submission of Proposal

2.20.1 In addition to online submission of the Proposal the Applicants shall submit the Proposal in hard bound form as submitted online (with all pages numbered serially and by giving an index of submissions) with original instrument of payment of Bid Processing Fee and Bid Security in separate cover. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this EOI cum RFP. In case the proposal is submitted on the document down loaded from official website, the Applicant shall be responsible for its accuracy and correctness and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the online submitted version and hard copy version of the EOI cum RFP and connected documents the document submitted online shall prevail.

2.20.2 The Proposal shall be made in the Forms specified in this EOI cum RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.20.3 The rates quoted shall be firm throughout the period of performance of the assignment up to and

including discharge of all obligations of the Applicant under the Agreement.

2.21 **Proposal Due Date**

2.21.1 Proposal should be submitted online and of line before time on the PDD specified at the address provided herein in the manner and form as detailed in this EOI cum RFP.

2.22.2 The Corporation may, in its sole discretion, extend the PDD by issuing an Addendum uniformly for all Applicants.

2.23. **Late Proposals**

2.23.1 Proposals submitted after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.24 **Modification/ substitution/ withdrawal of Proposals**

2.24.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Corporation prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.24.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with EOI cum RFP with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.24.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Corporation, shall be disregarded.

2.25 **Evaluation of Proposals**

2.25.1 From the time bids are opened online to the time the contract is awarded, if any Applicant wishes to contact PIPDIC on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence PIPDIC in PIPDIC's proposal evaluation, proposal comparison or contract award decisions shall result in the rejection of the Applicant's proposal.

2.25.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.25.3 The Authority shall open the Proposals at the time and date specified in Clause 1.7.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened on line first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.25.4 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19

shall not be opened.

2.25.5 Prior to online evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the EOI cumRFP. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the form specified at Appendix-I.
- b) it is received by the PDD including any extension thereof pursuant to Clause 2.21.
- c) it is accompanied by the Power of Attorney as specified in Clause 6.
- d) it contains all the information (complete in all respects) as requested in the EOI cum RFP.
- e) it does not contain any condition or qualification,
- f) it contains the Bid Security as specified in Clause 2.20, and
- g) it is not non-responsive in terms hereof.

2.25.6 The Authority reserves the right to reject any Proposal which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.25.7 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this EOI cum RFP.

2.25.8 After the online technical evaluation, the Authority shall prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their financial Proposals online. A date, time and venue will be notified to all Applicants for announcing the result of technical evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representative(s) of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clause 3.3.

2.25.9 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.25.10 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Banking Services is subsequently awarded to it.

2.26 Confidentiality

2.26.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters

arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.27 Clarifications

2.1271 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.27.2 If an Applicant does not provide clarifications sought under Clause 2.13.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. Appointment of Applicant

2.28 Negotiations

2.28.1 The Applicant with lowest bid (the "Selected Applicant") may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Applicant under this EOI cum RFP. Issues such as understanding of the EOI cum RFP, technical aspects, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the second lowest Applicant as the Selected Applicant and invite it for negotiations.

2.29. Indemnity

2.29.1 The Applicant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.30 Award of Banking Services

2.30.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within **7 (seven) days** of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the second lowest Applicant may be considered.

2.31 Execution of Agreement

2.31.1 After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.32 Commencement of Assignment

2.32.1 The Applicant shall commence the Banking Services **within 30 (thirty) days** of the date of the Agreement, or such other date as may be mutually agreed. If the Applicant fails to either sign the Agreement as specified in Clause 2.31.1 or commence the assignment as specified herein, the Authority may invite the second lowest Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.33 Proprietary data

2.33.1 Subject to the provisions of Clause 2.26, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Applicant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Applicant to the Authority in relation to the Banking Services shall be the property of the Authority.

3.0 Criteria for Evaluation

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated manually on the basis of Applicant's experience in understanding of the assignment, proposed methodology and the experience of Key Personnel. Only those applicants whose Technical Proposals score 70 points or more out of 100 shall be ranked as per Marks awarded.

3.1.2 The scoring criteria to be applied for evaluation of the technical bid in accordance with Clause 2.2.1 (A) and (B) would be as follows:

The evaluation would be done by the Committee as per the criteria detailed below, and for the purpose of the evaluation the Applicant shall enclose complete details in the '**Technical Proposal**' for assessing their capability and arriving at the scores for the respective items. Wherever required the Applicant shall submit description and numeric details for the scoring criteria.

Sl.No	Criteria	MaxMarks	Eligible Marks
i	Experience of Applicant	60 marks	10 marks per assignment

ii	Proposed – Work plan, methodology technical approach & staffing for the	40 marks	Work plan - 10 marks Methodology - 10 marks Technical approach - 10 marks Staffing for service -10 marks
----	--	----------	---

3.1.4 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this EOI cum RFP, Banking Services assignments granted by the government, semi government, regulatory commission, tribunal, statutory Corporation and public or private sector entities in respect of providing similar services shall be deemed as eligible assignments.

Provided that all Eligible Assignments relating to contracts based on the same Concession Agreement and awarded by the same entity shall be counted as one Eligible Assignment.

3.2 Evaluation of Financial Proposal

3.2.1 In the second stage, the financial evaluation will be carried out. The Applicants who have obtained minimum 70% in the technical evaluation will be intimated and called for opening of financial bid.

3.2.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.

3.2.3 The Corporation will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Applicant to be compensated and the liability to fulfill its obligations within the total quoted price shall be that of the Applicant.

3.2.4. The Applicant quoting lowest financial bid i.e. lowest fee per transaction will be selected. Here the various payments made by the clients of the Corporation to the Corporation's account will be reckoned as transactions.

3.2.5 The second lowest Applicant shall be kept in reserve and may be invited at its discretion for negotiations in case the lowest Applicant withdraws or fails to comply with the requirements specified in the EOI cum RFP as the case may be. In the event two or more proposals have the same financial bid, the proposal with the higher technical score should be selected.

4.0 Fraud and Corrupt Practices

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EOI cum RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practice (**collectively the Prohibited Practices**) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter *alia*, time, cost and effort of the Authority, in regard to the EOI cum RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Applicant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Applicant shall not be eligible to participate in any tender or EOI cum RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Applicant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Applicant/ adviser of the Authority in relation to any matter concerning the Project;

b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5.0 **Pre-Proposal Conference**

5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6.0 **Miscellaneous**

6.1 The Selection Process shall, be governed by, and construed in accordance with, the Laws of India, and the Courts at "Puducherry/Hon'ble High Court of Chennai" shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) Suspend and /or cancel the selection Process and /or amend and /or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b) Consult with any Applicant in order to receive clarification or further information;
- c) Retain any information and /or evidence submitted to the Authority by, on behalf of and /or in relation to any Applicant; and /or
- d) Independently verify, disqualify, reject and /or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and /or performance of any obligations hereunder, pursuant hereto and /or in connection herewith and waives any and all rights and /or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULE-1

(See Clause 2.3)

Guidance Note on Conflict of Interest

1. This Now further explains and illustrates the provisions of Clause 2.3 of the EOI cum RFP and shall be read together therewith in dealing with specific cases.

2. Applicants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Applicants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a Applicant or between Applicants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

i. Authority and Applicants:

(a) Potential Applicant should not be privy to information from the Authority which is not available to others.

(b) Potential Applicant should not have defined the project when earlier working for the Authority.

(c) Potential Applicant should not have recently worked for the Authority overseeing the project.

ii. Applicants and concessionaires/contractors:

(a) No Applicant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.

(b) No Applicant should be involved in owning or operating entities resulting from the project.

(c) No Applicant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by Applicants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Applicants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the Applicant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in

exceptional cases upon full disclosure by aApplicant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Applicants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called "scope-creep" arises when Applicants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Applicants. Some forms of contractual arrangements are more likely to lead to scope- creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Applicants to extend the length of their assignment.

Every project contains potential conflicts of interest. Applicants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of .a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDIX – 1
Form – 1
Technical Proposal
Technical Proposal Covering Letter

(On Applicant's letter head)

To

The Managing Director
Pondicherry Industrial Promotion Development &
Investment Corporation (PIPDIC)
60, Romain Rolland Street,
Puducherry - 605001.

Sir,

Sub: Technical Proposal for appointment of Banking Partner for providing banking services for PIPDIC.

Dear Sir,

With reference to your EOI cum RFPNo. _____ invited vide advertisement dt. _____ 2019, I/ We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Applicant (the "**Applicant**") for providing banking services for PIPDIC. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Applicant, and I/we certify that all information provided in the Proposal and in the Appendices is true and correct, and nothing has been omitted which renders such information misleading, and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Banking Partner/Service Provider for the aforesaid Banking Services Contract.
4. I/ We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/ We acknowledge the right of the Authority to reject my/our application without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, I/we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on my/our part.

7. I/We declare that:
- (a) I/We have examined and have no reservations to the EOI cum RFPdocuments, including any Addendum issued by the Authority;
 - (b) I / We do not have any conflict of interest.
 - (c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or RFQ/Request for Proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that I/we have taken steps to ensure that no person acting for me/us or on my/our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Applicant, without incurring any liability to the Applicants.
9. I / We declare that I/we am/are not a member of any other Consortium applying for Selection as Service Provider.
10. I/We certify that in regard to matters other than security and integrity of the country, I/we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on my/our ability to undertake the Banking Services for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I / We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me/us or by any of my/our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against me/us or against my/our Associates or against my/our CEO or any of my/our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/or the Government of India] in connection with the selection of Applicant or in connection with the Selection Process itself in respect of the above mentioned Banking ServicesContract.
14. I/We agree and understand that the proposal is subject to the provisions of the EOI cum RFPdocument. In no case, shall I/we have any claim or right of whatsoever nature if the Banking Services is not awarded to me/us or my/our proposal is not opened or rejected.

15. I / We agree to keep this offer valid for 120 (one twenty) days from the PDD specified in theEOI cum RFP
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 3.
17. In the event of my/our firm being selected as the Applicant, I/we agree to enter into an Agreement in accordance with the Format Schedule-1 of the EOI cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. In the event of my/our firm being selected as the Applicant, I/we agree and undertake to provide the services in accordance with the provisions of the EOI cum RFP.
19. I/We have studied EOI cum RFPand all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Banking Services .
20. The Financial Proposal is submitted separatelyonline. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the EOI cum RFPDocument. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the EOI cum RFPDocument.

Yours Sincerely,

(Signature, name & designation of the authorized signatory)

APPENDIX – 1
Form – 2
Particulars of the Applicant

Title of Banking Services Project : “ Providing Banking Services for PIPDIC”

Name of the Bank :

Legal Status/Constitution :

Place of Incorporation :

Registered address :

Year of Incorporation :

Year of commencement of business :

Principal place of business :

Name, designation, address & phone numbers of authorized signatory of the Applicant (please enclose Power of Attorney) :

Name :

Designation :

Address

Phone No

Fax No:

E. mail address

(ii) Has the Applicant or any of its employees been penalized by any organization for poor quality of work or breach of contract in the, last five years? Yes/No

(iii) Has the Applicant ever failed to complete any Contract awarded to it by any of its client in the last five years? Yes/No

(iv) Has the Applicant been blacklisted by any Government Department/Public Sector Undertaking in the last five years? Yes/No

(v) Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this Banking Services assignment.

(Signature, name, designation and address of the Authorized Signatory)

For and on behalf of _____

APPENDIX-I
Form – 3
Power of Attorney

Know all men by these presents, I/we, ----- (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms ----- son/daughter/wife and presently residing at -----, who is presently employed with us and holding the position of ----- as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Applicant for "providing banking services for the Corporation" proposed to be engaged by the *** ** (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing me/us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of my/our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of my/our Proposal for the said Banking Services Project and/or upon award thereof to me/us till the entering into of the Agreement with the Authority.

AND, I/we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by my/our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by my/our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by me/us.

IN WITNESS WHEREOF I/WE----- THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS -----DAY OF
-----2019For -----

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

APPENDIX – 1
Form - 4
Financial Capacity of the Applicant

Sl. No.	Financial Year	Annual Revenue (Rs.)
1		
2.		
3.		
4		
5		

Certificate from the Statutory Auditor *

This is to certify that (name of the applicant) has received the income shown above against the respective years.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the Audit Firm

* In case the Applicant does not have a Statutory Auditor, it shall provide the Certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Applicant.

Please provide audited financial statements of the Bank for the last five (5) financial years along with audited Balance sheets and Profit & loss Accounts and Annual Report and Auditor Report.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX – 1
Form – 5
Details of Eligible Assignments undertaken by the Applicant

Sl. No	Name of Applicant	
1	Name of the Project	
2	Name of client and Address	
3	Description of services offered by the Applicant firm	
4	Particulars of Assignment such as date of agreement start date of commencement of assignment, period of service, etc	
5	Name, telephone no. and fax no. of client's representative	
6	Payment received by the Applicant as professional fees (in Rs. Crore)	
7	Brief description of the Assignment:	

Complete documentary evidence/completion or continuation certificate of the authorities concerned and copy of agreement to be provided.

Certificate from the Statutory Auditor *

This is to certify that the information contained in Sl No.6 above is correct as per the accounts of the applicant and/or the Clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the Audit Firm

* In case the Applicant does not have a Statutory Auditor, it shall provide the Certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Applicant.

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs. (50) per US \$ for converting to Rupees.

APPENDIX – 2
FORM - 1
Financial Proposal
Covering Letter

(On Applicant's letter head)

The Managing Director
Pondicherry Industrial Promotion Development &
Investment Corporation (PIPDIC)
60, Romain Rolland Street,
Puducherry - 605001.

Sir,

Sub: Financial Proposal for providing banking services for PIPDIC..

We the undersigned are pleased to submit our financial proposal for appointment as Banking Partner for providing banking services for the Corporation in accordance with your Expression of Interest cum Request for Proposal No. _____ invited vide advertisement dt. _____ 2019.

Our Financial Proposal is unconditional and we acknowledge that any condition attached to the financial proposal shall result in rejection of our proposal.

Our financial proposal shall be binding upon us subject to the modifications resulting from Contract Negotiations, up to expiration of the validity of the proposal.

We agree that this offer shall remain valid for a period of 120 (one twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

We understand that you are not bound to accept any proposal you received.

Yours Sincerely,

(Signature, name & designation of the authorized signatory)

APPENDIX – 2
Form - 2
Financial Proposal

Item	Cost (Rs.) per transaction
Cost for providing Banking Services for the Corporation – PIPDIC	Fee per Transaction in INR

Note:

1. The Financial Proposal is inclusive of all kind of applicable tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the cost quoted under Financial Proposal above.
2. Here the various payments made by the clients of the Corporation to the Corporation's account will be reckoned as transactions.

(Signature, name and designation of the authorized signatory)

Name of the Firm:

Address:

Seal / Stamp of the firm:

Appendix - 3

Format of Performance Bank Guarantee

THIS DEED OF GUARANTEE made on day ofBETWEEN
.....(Name and address of Bank)(hereinafter called the
“Bank”) a banking company incorporated under the Banking Regulation Act, 1949 and having its
registered office at and
Pondicherry Industrial Promotion development and Investment Corporation Ltd (hereinafter called
“PIPDIC”), a Government company incorporated under the Companies Act, 1956 and having its
registered office at No.60, Romain Rolland Street, Puducherry – 605 001

WHEREAS (Name and address of the Bidder)
is a Bank registered under the provisions of the Reserve Bank of India/ Ministry of Finance,
Government vide registration Name of Successful bidder) as one of its
obligation as per Letter of Intent (LoI) issued by PIPDIC vide its letter no.....dated.....
to(Name Successful Bidder) for “Providing Banking Services for Pondicherry
Industrial Promotion Development & Investment Corporation Ltd (PIPDIC), Puducherry.

AND WHEREAS (Name of Successful Bidder) for and on behalf
of the(Name of Bidder) has agreed to furnish a Bank Guarantee amounting to
_____ (as specified under bid documents) as Performance Guarantee bond for due fulfilment
of all the terms and conditions of the LoI issued by PIPDIC and the Contract Agreement to be entered
between (Name and address Bidder) and
PIPDIC for “Providing Banking Services for Pondicherry Industrial Promotion Development &
Investment Corporation Ltd (PIPDIC), Puducherry in accordance with the terms and conditions as set
out in the Contract Agreement.

Now this deed witness as follows:

1. The guarantor hereby irrevocably and unconditionally guarantees payment of the amount of _____ only/ on demand by PIPDIC against breach of any terms and conditions of the said contract.
2. The Guarantor further agrees to abide by the decision of PIPDIC as to whether there has been any breach of terms and conditions of the said contract and as to whether the Bidder is liable to pay any sum as so determined.
3. Any demand made on the Guarantor for payment of any sum in discharge of this guarantee shall be conclusive proof of the fact that there has been a breach of said contract by the [Name of Bidder] which necessitated the enforcement of this guarantee and is binding on the bank without prejudice to the claims and counter claims of the parties in the proper Court of Law.
4. The guarantee shall remain valid up to dated..... and further extension of the guarantee if required, on account of any special circumstances of which PIPDIC shall be the sole judge, accordingly shall stand extended on receipt of notice from PIPDIC in writing.
5. Any demand in pursuance of this guarantee should be made on the bank in writing not later than one month of the expiry of the guarantee period.

6. This guarantee will not be discharged due to the change in the name, the style and constitution of the Bank or the _____(Name of Bidder).
7. This guarantee shall not be revoked during its currency except with the previous consent of PIPDIC in writing.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. _____ only. Our guarantee shall remain in force until dated.unless a demand or claim in writing is presented on the Bank within one month from that date by PIPDIC, this guarantee shall be forfeited and Guarantor shall be relieved and discharged from all liability there under.

IN WITNESS WHEREOF the parties hereto have executed this deed of Guarantee on the dates mentioned in presence of

Witness:

- 1)
- 2)

**Bank Seal and
Signature of Bank Manager**

Note:

1. The Performance Bank Guarantee (PBG) shall remain valid for period as specified under bid documents beyond the Term of the Agreement.