

**Small Industries Development Bank of India**

**LETTER OF INVITATION (LoI)**

**FOR SUBMISSION OF FINANCIAL PROPOSAL FOR RECRUITMENT OF CHIEF CONSULTANT OF VENTURE CAPITAL FUND OF THE BANK**

Small Industries Development Bank of India

MSME Development Centre

C-11, G-Block,

Bandra Kurla Complex,

Bandra East

Mumbai 400 051

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HRV. /L001109534/ 2019-20 June 19, 2019

**LETTER OF INVITATION (LoI)**

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Kind Attn. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Dear Sir / Madam,

**Subject: LETTER OF INVITATION (LoI)**

**FOR SUBMISSION OF FINANCIAL PROPOSAL FOR RECRUITMENT OF CHIEF CONSULTANT OF VENTURE CAPITAL FUND OF THE BANK**

You are hereby invited to submit Financial proposals required for the captioned recruitment assignment, which would form the basis for future negotiations and ultimately a contract between your firm/ Company and the Small Industries Development Bank of India (hereinafter referred to as Client).

The purpose of the assignments is recruitment of Chief Consultant of Venture Capital of the Bank.

1. The TCP includes the following documents:

|  |
| --- |
| Section I-Letter of Invitation Section II-Instruction to Consultants (ITC)Section III -General Terms &Conditions (GTC)Section IV - Commercial Proposals - formats |

1. Unless the context otherwise requires, the terms wherever used in this LoI and Contract would have the same meaning as given in the “Request for Empanelment of HR Consultants” dated May 12, 2018 and addendums to RfE issued on May 30, 2018 and June 06, 2018 as available on Client website.
2. The financial proposals can be submitted up to **1200 hours** on **June 24, 2019** at the address mentioned at serial no. 6.
3. Opening of the Financial Proposal will take place at **1600 hou**rs on **June 24, 2019** at the address mentioned at serial no.6.
4. **Address for Communication**

The General Manager,

Human Resource Vertical,

Small Industries Development Bank of India,

Swavalamban Bhawan,

MSME Development Centre,

1st Floor, C-11, G- Block,

Bandra Kurla Complex,

Bandra East

Mumbai - 400 051

 **7. Contact Person**

Shri Pradyumna Kumar Choudhury Ms Rashmi Ranjan

Dy. General Manager Assistant General Manager

Phone: +91-22-67531331 Phone: +91-22-67531247

Email: pradyumna@sidbi.in Email : rashmi@sidbi.in

1. The Bank reserves the right to accept or reject any or all the Proposals in whole or part without assigning any reasons.
2. You are requested to hold your proposal valid for 30 days from the last date of submission without change in your proposed price. The Client will make its best efforts to select a Consultant firm/company within this period. The Client may solicit your consent to an extension of Proposal validity (but without any modification in the Proposal).
3. Please note that the remuneration which you receive from this assignment will be subject to applicable tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.
4. We would appreciate if you inform us by E-mail:

(a) Your acknowledgement of the receipt of this letter of invitation and;

(b) Whether or not you will be submitting a proposal.

Yours faithfully

 sd/-

**(Pradyumna Kumar Choudhury)**

**Deputy General Manager**

**SECTION II: INSTRUCTIONS TO CONSULTANTS (ITC)**

**1. Terms of Reference (TOR)**

The Bank intends to engage a competent HR consultant to provide assistance for recruitment of Chief Consultant of Venture Capital of the Bank. The Bank requests proposals from the empanelled HR consultants for assisting the Bank in the above recruitment. Bank may, at its sole and absolute discretion, choose to avail all services or part thereof. Such decision may be advised during the course of the project. The area of consultancy shall include, but not limited to as under:

* 1. **The indicative terms of appointment of Chief Consultant of Venture Capital FUND of the Bank shall be as under:**

|  |  |  |
| --- | --- | --- |
| 1.
 | **Name of the Post** | Chief Consultant of Venture Capital Fund of the Bank |
|  | **Type of the Post** | On Contract Basis |
|  | **No. of Posts** | 1 (One) |
|  | **Place of Posting** | **Mumbai**.  |
|  | **Period of Contract** | The term of the contract of Chief Consultant would initially be for a period of **three years,** extendable, at sole discretion of the Bank, for a further period of up to **three years**. The contract can be terminated at **one months’ notice** on either side or salary and allowances (if any) in lieu thereof. |
|  | **Important:** *The Bank reserves the right to raise/modify the criteria as per the requirement.* |

* 1. **Keeping in view the above, the following would be the broad scope of work for the successful Consultant:**
	2. Managing the recruitment process in full from registering a vacancy to the arrival of the successful recruit.
	3. Drawing up of Job Profile of the post(s) for which recruitment is being proposed,
	4. Determining essential attributes like experience, skills & qualifications, KRAs, suggesting compensation package including bench marking of CTC etc.
	5. Preparation of Application form, Advertising the post, sourcing the applications from suitable candidates.
	6. Handling of all applications, scrutiny of applications received, short listing of candidates, based on the Bank approved eligibility criteria.
	7. Issuance of Call Letters to eligible candidates for interview and Seeking confirmation from candidates.
	8. Preparation of Interview Scoring Sheet. Sending the profile of eligible candidates along with Interview Scoring Sheet to Selection Committee well in advance, actual conduct of interview process and final consolidation of scores obtained by the candidates in the interview and preparation of merit list of candidates.
	9. Tasks related to on-boarding of such candidates including CTC negotiations.
	10. Handling references, clearances, educational, professional background checks, criminal records etc.
	11. Any other specific job or recruitment related services as required by SIDBI.

The Consultant has to envisage all necessary services to be provided to achieve the objective for which the proposal is sought and ensure that the same is delivered to the Client. Omission of details in the proposal of the services required to be provided by the Consultant or mis-description of details generally acknowledged to be customary and/ or necessary to carry out such services or which the Consultant knows or reasonably should have known will not relieve the Consultant from performing such omitted details of the services and they must be performed as if fully and correctly set forth and described in this proposal.

|  |
| --- |
| 1.3. **Schedule for completion of the tasks**The above recruitment has to be done within 1 month period from the date of the advertisement issued. Post the evaluation process the selected consultant would be initially contracted by the Bank for a period of 3 months post signing of the agreement. The Bank reserves the right to reduce or extend the stipulated timeframe of 1 months for an additional period as it may deem appropriate, at the same commercial terms and condition without any additional compensation payable by the Bank, on month to month basis.  |

**Submission of Proposals**

2.1 Consultants are permitted to submit only one Proposal.

2.2 The Commercial proposal should be put in a sealed cover labeled “COMMERCIAL PROPOSAL for **RECRUITMENT OF CHIEF CONSULTANT OF VENTURE CAPITAL FUND OF** Small Industries Development Bank of India” SUBMITTED BY M/s………………….. ON……..AT MUMBAI, DUE DATE ………………….”.

2.3 All envelopes should be securely sealed and stamped. All envelopes must be super-scribed with Name of the Consultant, contact number and e-mail ID.

2.4 The Proposal shall be typed or written in indelible ink (if required). All proposal documents should be bound and pages numbered in the specified format (e.g. 5 of 25). Authorized Signatory of the Consultant should put his / her initial on every page of the proposal document. Consultant should affix the company’s seal on every page of the proposal document.

2.5 The proposal should be signed by the Consultant or any person duly authorized to bind the Consultant to the Terms and Conditions. The signatory should give a declaration and through authenticated documentary evidence like Power of Attorney, copy of the Resolution of the Board etc., should establish that he/she is empowered to sign the proposal documents and bind the Consultant. All pages of the proposal documents, except brochures if any, are to be signed by the authorized signatory. The Consultant shall furnish proof of signature identification for above purposes as required by the Client.

2.6 Unsigned proposals would entail rejection.

2.7 The Consultant is expected to submit the Commercial Proposal inclusive of the applicable taxes [to be shown separately]. The commercial proposal should be on the Consultant’s letter head and the total amount should be mentioned in both numerals and words.

2.8 The Commercial proposal may be prepared as per format provided in Commercial Proposals – Formats. The covering letter Form: F1 shall indicate the name and address of the Consultant to enable the proposal to be returned in case it is declared late, and for matching purposes.

2.9 The cost of proposal and submission of the proposals is entirely the responsibility of the Consultant, regardless of the conduct or outcome of the evaluation process.

2.10 Proposals, in sealed covers, as per the instructions to Consultants’ should be delivered as mentioned in the Proposal schedule. Proposals may be sent by registered post or by hand delivery, so as to be received within the prescribed time at the address given in paragraph 7 of the Letter of Invitation.

2.11 Receipt of the proposals shall be closed as mentioned in the proposal schedule. Proposals received after the scheduled closing time will not be accepted by the Client under any circumstances. The Client will not accept proposals delivered late for any reason whatsoever including any delay in the postal service, courier service or delayed proposals sent by any other means.

2.12 The proposals will be opened as per the proposal schedule indicated in letter of invitation.

2.13 The Consultants or their authorized representatives should be present at the time of opening of the proposals. Maximum of two persons per Consultant will be allowed to be present. No proposal shall be rejected at proposal opening stage, except for proposals received late. Representatives of the Consultant have to produce an authorization letter from the Consultant to represent them at the time of opening of Commercial proposals.

2.14 List of documents to be submitted as part of the Proposal

(Two copies of the following should be submitted to the Client):

|  |  |  |
| --- | --- | --- |
|  | Form F-1– | Covering letter for submission of Commercial Proposal in Form-1 |
|  | Form F-2  | Form of Submission of Commercial Proposal |
|  | Any other supporting information that is relevant for the Commercial |

1. **Guidelines**

3.1 The offers should be made strictly as per the formats specified.

3.2 The proposal should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the Consultant. In such cases, the person/s signing the proposal should initial such corrections.

3.3 The Consultant is expected to examine all instructions, forms, terms and conditions and technical specifications in the Proposal Documents. Failure to furnish all information required by the Proposal Documents or submission of a proposal not substantially responsive to the Proposal Documents in every respect will be at the Consultant’s risk.

3.4 Proposals with insufficient information and proposals which do not strictly comply with the stipulations given in this Proposal, its Annexure etc. are liable for rejection.

3.5 Information collected or provided to the Consultant would be confidential and shall not be used by it for any other purpose. The work/study carried out by the Consultant would be the sole property of the Client.

3.6 At no point should the Consultant use the name of the Client without prior written permission to advertise itself.

3.7 Consultants are not permitted to modify, substitute, or withdraw Proposals after its submission.

**4. Conflict of Interest**

The Client requires that the Consultant should provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

**5. Validity of Proposals**

Proposals shall remain valid for a period of **30 (thirty) days** from the date of submission without change in the personnel proposed for the assignment and the proposed price. The Client will make its best efforts to select a Consultant firm within this period. The Client may solicit the consent of the Consultants’ for an extension of validity of proposal (but without any modification in the Proposal). A Proposal valid for a shorter period may be rejected as non-responsive.

**6. Opening of Proposal**

Proposals will be opened publicly by the Client in the presence of the Consultants’' representatives who choose to attend. The name of the Consultant and the offered prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

**7. Evaluation of Commercial Proposals and Deciding the Awarding of Contract**

1. The Financial Proposals shall be opened by the Client publicly in the presence of the Consultants’ representatives who choose to attend. The name of the Consultant and the offered prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
2. The Financial proposal will contain the financial quote covering total price/ fees/cost of undertaking the assignment inclusive of all out of pocket expense of the Consultant.
3. The Client will appoint the Consultant who has quoted the least price for the assignment. In case of a tie in price quoted between Consultants’, the Consultant with the highest technical score during empanelment process will be given a higher rank.
4. During evaluation, the Consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its Financial Proposal.
5. The Client may call for clarifications/ particulars / documents required if any, on the proposals submitted, during any stage of the evaluation process. The Consultant has to submit the clarifications/ additional particulars in writing within the specified date and time. The Consultant’s offer may be disqualified, if the clarifications/ additional particulars sought by the Client are not submitted within the specified date and time.
6. Commercial proposal valuation shall be considered in discrepancy in case of the following :
* If there is a discrepancy between words and figures, the amount in words shall prevail.
* If there is a discrepancy between percentage and amount, the amount re-calculated as per the stipulated percentage basis shall prevail.
* If there is a discrepancy in the total, the correct total shall be arrived at by the Client.
1. Client reserves the right to renegotiate the prices in the event of changes in market conditions and/or technology, etc.

In all the above cases, the Consultant shall be informed and the Consultant would require to confirm and accept the Client’s position in writing within the date and time specified by the Client. In case the Consultant does not accept the correction of the errors as stated above, the proposal shall be rejected.

1. If the contract with least quote price cannot be concluded, the Consultant quoting second least price score will be invited for negotiations. This process will be repeated till an agreed contract is concluded.
2. The Client is not bound to select any of the Consultant submitting the proposal. Further as quality is the principal selection criterion, the Client does not bind itself in any way to select the firm offering the lowest price.

8. It is estimated that the whole assignment will be completed in about 1 month from the date of the award of contract and generally the Consultant should base their financial proposals accordingly.

9. Please note that the cost of preparing a proposal and of negotiating a contract including visits, if any, is not reimbursable as a direct cost of the assignment.

10. The selected Consultant would be expected to take up/commence the assignment within seven days from the date of contract. The contract needs to be signed within seven days from the award of work.

11. The selected Consultant shall indicate the authorized signatories who can discuss and correspond with the Client, with regard to the obligations under the Contract. The selected Consultant shall submit at the time of submission of the proposal, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign agreements/contracts with the Client. The Consultant shall furnish proof of signature identification for above purposes as required by the Client. Any change in authorised signatory, till the contract is signed, is required to be intimated to the Client along with documentary evidence.

12. The Client and the selected Consultant will sign the Contract Agreement. After signing of the Contract Agreement, no variation in or modification to the terms of the Contract shall be made except by written amendment signed by both the parties.

**Section III: General Terms &Conditions**

**1. Broad Terms and Conditions**

The following conditions shall apply to the proposal for engaging an HR consultant for recruitment assignment:

1.1.1 The successful Consultant at his own expense will execute a contract with the Client by paying the appropriate amount of stamp duty. The first page of the Contract shall be on a stamp paper of appropriate value. The stamp duty and contract will be subject to Mumbai jurisdiction only.

1.1.2 The Client reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner as deemed necessary till the submission of proposals. Any such changes will be intimated to all the empanelled Consultants’ through e-mail.

1.1.3 The successful Consultant should initiate work on the project within 7 working days from the date of execution of the Contract.

1.1.4 The term of this assignment will for a period of 1 month from the date of the contract and /or can be extended for further period on mutual agreement.

1.1.5 The Client will not accept any plea of the Consultant at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the Financial Proposal. The Client reserves the right to modify any clause of the proposal till the last date for submission of proposals. All modifications / clarifications / amendments would be communicated to the empanelled Consultants’.

1.1.6 The Client reserves the right to:

* Not accept any proposal, or to accept or reject a particular proposal at its sole discretion without assigning any reason whatsoever.
* Cancel/ modify the proposal at any stage, without assigning any reason whatsoever.
* Waive or Change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change/waiver would be duly notified to all empanelled Consultants’.
* Extend the time for submission of the proposals and such an extension would be duly notified to all empanelled Consultants.
* Share the information/ clarifications provided in response to proposal by any Consultant, with all other Consultant(s) /others, in the same form as clarified to the Consultant raising the query.

1.1.7 No adjustment of the contracted price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Client to the Consultant for completion of the contractual obligations by the Consultant under the Contract, subject to the terms of payment specified in the Contract.

1.1.9 The prices, once offered, must remain fixed and must not be subject to escalation for any reason within the period of validity of the Proposal.

1.1.10 Any change of address/ telephone numbers/ email of the Consultant, should be promptly notified to:

The General Manager

Human Resource Vertical,

Small Industries Development Bank of India

C-11, G Block,

Bandra Kurla Complex, Bandra East

Mumbai – 400 051

Maharashtra, India

hrv@sidbi.in

**2. Adherence to Statutory Requirements**

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

**3. Taxes and Duties**

* 1. All applicable taxes on the consultancy fee will be paid by the Client. The Consultant shall be responsible for deposit of all taxes, duties, levies, fees or charges in respect of the works as required for the Assignment to concerned Government authorities. Also TDS will be deducted from the payments to the Consultant as per applicable laws.
	2. The Consultant is expected to submit the Commercial proposal inclusive of all the applicable taxes. Each tax component, along with its rate, will have to be mentioned as separate line item in the commercial proposal. Any mistake on the part of the Consultant in applicability /calculation / representation of any taxes/duties, etc. in the proposal, in lieu of any change in existing tax laws or otherwise, shall be the sole responsibility of the Consultant and any amount or penalty levied in consequence of such mistake shall be payable by the Consultant .
	3. The total amount payable by the Client to the Consultant shall be inclusive of Consultant’s fee and taxes as applicable. The Client shall pay the amount due under this TCP after deducting any tax deductible at source (TDS), as required. The Client shall pay each undisputed invoice raised in accordance with this TCP and subsequent agreement, within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this TCP.

**4. Disqualifications**

The Client may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Consultant, if the Consultant has:

1. Submitted the Proposal documents after the response deadline;
2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding 3 years;
4. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
5. Failed to provide clarifications related thereto, when sought;
6. Submitted more than one Proposal;

g. Submitted a proposal with price adjustment/variation provision.

1. **Disclaimer**

The Client and/or its officers and employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Consultant / person acting on or refraining from acting because of any information including statements, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of the Client and/or any of its officers and/or employees.

**6. Confidentiality**

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Consultant or any other persons not officially concerned with such process until the proposal process is over. The undue use by any Consultant of confidential information related to the process may result in rejection of its Proposal and blacklisting in terms of extant guidelines.

During the execution of the project, except with the prior written consent of the Client, the Consultant and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

**7. Payment Terms**

The payment invoice shall be raised by the consultant on completion of the assignment (i.e. joining of the finalised candidate). Client shall make the payment to the consultant not later than 30 days of the date of invoice.

**8. Performance Assessment**

If the work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable and if the delay is beyond 2 weeks then the Client may rescind the Contract and shall be free to get it done from other empanelled Consultants at the risk and costs of the appointed Consultant, then a penalty of 1% of the Contract value per week (subject to maximum of 20%) may be imposed by the Client.

**SECTION IV : FINANCIAL PROPOSALS - FORMATS**

**FORM F-1**

**COVERING LETTER FOR SUBMISSION OF FINANCIAL PROPOSAL**

Date……………

To

The General Manager

Human Resource Vertical,

Small Industries Development Bank of India

Swavalamban Bhawan,

C-11, G Block,

Bandra Kurla Complex,

Bandra East

Mumbai – 400 051

Maharashtra, India

Dear Sir,

**Subject: Financial Proposal dated MM, DD, YYYY for \_\_\_ in Small Industries Development Bank of India**

Having examined the proposal Document, we, the undersigned, offer to provide all the services mentioned in the ‘Financial Proposal’ and the other Proposal Documents**.**

We attach hereto the Financial Response as required by the Proposal document, which constitutes our proposal.

We agree to abide by this Financial Proposal response for a period of 30 days from the last day of proposal submission and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Proposal Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Proposal Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the Proposal Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

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

Dated this …………………………. Day of…………………..2018

……………………………………………. …………………………………………….

(Signature) (In the capacity of)

Duly authorised to sign the Proposal Response for and on behalf of:

………………………………………………………………………………………………

………………………………………………………………………………………………

(Name and address of Consultant)

Seal/Stamp of applicant

Witness name:

..…………………………………………

Witness address:

.…………………………………………..

……………………………………………

Witness signature:

……………………………………………

**FORM F – 2**

**FORM OF SUBMISSION OF FINANCIAL PROPOSAL**

From:

(Name/address of Consultant)………………………………. …..

………………………………. ……………………………………….

………………………………. ………………………………………..

To:

(Name/address of Client) ………………………………. …………

………………………………. ……………………………………….

………………………………. ………………………………………..

Dear Sir,

**Hiring of Consultancy Services for** RECRUITMENT OF CHIEF CONSULTANT OF VENTURE CAPITAL FUND OF THE BANK

**Reference: TCP No. Your letter dated ……………..**

We herewith enclose Financial Proposal for the above assignment. We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely “Prevention of Corruption Act 1988”

Yours faithfully,

Signature:……………………………..

Name: ………………………………….

Address:………………………………..

…………………………………………

(Authorized representative)

**COST OF SERVICES**

For providing assistance for RECRUITMENT OF CHIEF CONSULTANT OF VENTURE CAPITAL FUND OF THE BANK (total charges in lump sum rupees)\*\*

`.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only

\*\*The quoted price should include all expenses for travel, local transportation, per diem, communications, report preparation costs, any taxes, levies and duties and other costs as may be necessary for the satisfactory implementation of the assignment.