



प्रस्ताव के लिए अनुरोध (आरएफपी)
मूलभूत संरचना विकास वित्तीय संस्थान (इंफ्रा डीएफआई) की स्थापना के लिए प्रबंधन
सलाहकार के चयन हेतु

Request for Proposal (RFP) For
Selection of Management Consultant for Setup of
Infrastructure Development Financial Institution (Infra DFI)

7 मई 2021 को जारी किया गया -
Issued on 7th May 2021 by

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(निविदा सं: 400/2022/1626/BYO/Premises दिनांक 7 मई 2021)
(RfP No 400/2022/1626/BYO/Premises dated 7th May 2021)

इस आरएफपी दस्तावेज के प्रत्युत्तर में बोलीदाताओं द्वारा प्रदान की गई जानकारी सिडबी की संपत्ति होगी और इसे नहीं लौटाया जाएगा। सिडबी के पास इस आरएफपी दस्तावेज को संशोधित करने, रद्द करने, फिर से जारी करने का अधिकार सुरक्षित रहेगा और बोलीदाताओं को सभी संशोधनों की सूचना दी जाएगी और ऐसे संशोधन उन पर बाध्यकारी होंगे। सिडबी को इस आरएफपी दस्तावेज के बारे में किसी भी या सभी आवेदनों को स्वीकार करने या अस्वीकार करने का अधिकार भी सुरक्षित है।

The information provided by the bidders in response to this RFP Document shall be the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind, reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. SIDBI also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

Disclaimer

जबकि दस्तावेज़ सद्भावपूर्वक तैयार किया गया है, इस दस्तावेज़ की पूर्णता और उसके किसी भी दायित्व के संबंध में कोई अभ्यावेदन या वारंटी, व्यक्त या निहित, है या किया जाने वाला, और जारीकर्ता एजेंसी या उसके किसी कर्मचारी द्वारा ऐसी कोई जिम्मेदारी या दायित्व को स्पष्ट रूप से अस्वीकार किया जाएगा। यह प्रस्ताव के लिए अनुरोध सिडबी या इन्फ्रा डीएफआई द्वारा किया जाने वाला प्रस्ताव नहीं है, बल्कि बोलीदाताओं को आवेदन प्रस्तुत करने के लिए एक निमंत्रण है। जारी करने वाली एजेंसी की ओर से कोई भी संविदात्मक बाध्यता तब तक प्रस्ताव प्रक्रिया से उत्पन्न नहीं होगी जब तक कि किसी औपचारिक अनुबंध पर हस्ताक्षर नहीं किए जाते हैं और इसे जारी करने वाली एजेंसी और बोलीदाता के विधिवत प्राधिकृत अधिकारियों द्वारा निष्पादित नहीं कर दिया जाता है।

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by issuing agency or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer either by SIDBI or the Infra DFI, but an invitation for bidders' responses. No contractual obligation on behalf of issuing agency, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of issuing agency and the Bidder.

असाइनमेंट डेटा शीट

Assignment Data Sheet

असाइनमेंट का नाम Assignment Name	मूलभूत संरचना विकास वित्तीय संस्थान (इंफ्रा डीएफआई) की स्थापना के लिए प्रबंधन सलाहकार का चयन Selection of Management Consultant for Setup of Infrastructure Development Financial Institution (Infra DFI)
चयन की विधि Method of Selection	गुणवत्ता और लागत आधारित चयन: <ul style="list-style-type: none"> • तकनीकी प्रस्ताव के लिए 80% भारांक • वित्त प्रस्ताव के लिए 20% भारांक <i>(विवरणों को भाग III में समझाया गया है)</i> Quality and Cost Based Selection: <ul style="list-style-type: none"> • 80% weight to Technical Proposal • 20% weight to Finance Proposal <i>(Details explained in Part III)</i>
बोली पूर्व वर्चुअल बैठक Pre-bid Virtual meeting	18 मई 2021 समय: सुबह 11 बजे स्थान: वर्चुअल बैठक का लिंक प्रदान किया जाएगा 18 th May 2021 Time: 11 am Venue: Virtual meeting link will be provided
तकनीकी और वित्तीय प्रस्तावों की प्रस्तुत करने की तिथि Submission Date of Technical and Financial Proposals	प्रस्ताव 8 जून 2021 को शाम 5 बजे तक प्रस्तुत किए जाएंगे। समय सीमा के बाद दिए गए किसी भी प्रस्ताव पर विचार नहीं किया जाएगा और इसे बिना खोले लौटा दिया जाएगा। Proposals to be submitted by 5 pm, 8th June 2021 . Any proposal delivered after the deadline will not be considered and will be returned unopened.
बयाना जमा-राशि EMD	5 लाख रुपये, भुगतान पद्धति - सिडबी को देय बैंक ड्राफ्ट या पे ऑर्डर Rs. 5 lakh, Mode : Bank Draft or Pay Order payable to SIDBI
सेवाएं शुरू होने की संभावित तिथि Tentative date of commencement of services	मध्य जून 2021 Mid June 2021
वित्तीय प्रस्ताव में शामिल की जाने वाली आवश्यक मदें Essential Items to be Included in the Financial Proposal	भाग आठवीं के तहत प्रारूप 4 का संदर्भ लें Refer Format 4 under Part VIII
प्रस्ताव की वैधता Validity of Proposal	तकनीकी और वित्तीय प्रस्ताव जमा करने की तारीख से 180 दिन तक वैध होंगे Technical and Financial Proposals to be valid upto 180 days from date of submission
मूल्यांकन मापदंड Evaluation Criteria	भाग-3 का संदर्भ लें / Refer to Part III
किसी भी स्पष्टीकरण के लिए इस व्यक्ति से संपर्क करें Contact Person for any clarifications	श्री विनय हेडाऊ, मुख्य महाप्रबंधक Shri Vinay Hedao, CGM श्री शशिल कराडे, समप्र / Shri Shasheel Karade, AGM मोबाइल / Cell : 8983717731 ईमेल / Email : DFIRFP@sidbi.in

<p>प्रस्ताव की प्रतियां Copies of Proposal</p>	<p>सलाहकारों को तकनीकी प्रस्ताव की मूल प्रति सहित 4 प्रतियां प्रस्तुत करनी होगी। तकनीकी प्रस्ताव की एक प्रति एमएस वर्ड प्रारूप में एक पेन ड्राइव में भी प्रस्तुत की जानी चाहिए। सलाहकारों को वित्त प्रस्ताव (मूल रूप से) अलग से प्रस्तुत करना होगा।</p> <p>Consultants must submit original and 4 copies of the Technical Proposal. A copy of the Technical Proposal must also be submitted in a pen drive in MS Word Format. Consultants must submit the Finance Proposal (in original) separately.</p> <p>उपरोक्त दिशानिर्देशों के अनुरूप न होने पर प्रस्तावों को अयोग्य घोषित कर दिया जाएगा। जमा करने की तारीख से पहले निर्धारित ईमेल पर ऑनलाइन बोली (दोनों फाइलों पर पासवर्ड सुरक्षा के साथ) की प्राप्ति को पूर्ण प्रस्तुति माना जाएगा, यदि ऑनलाइन बोली को हार्डकॉपी के अलावा एक विकल्प के रूप में चुना जाता है।</p> <p>Proposals non-compliant with aforesaid will be disqualified.</p> <p>Receipt of the online bid (with password protection on both the files) at the designated email before the submission date will be considered as complete submission, if the online bid is chosen as an option, in addition to hardcopy</p>
<p>प्रस्ताव की प्रस्तुति के लिए पता Proposal Submission Address</p>	<p>इस आरएफपी दस्तावेज की प्रथम पृष्ठ पर किए गए उल्लेख के अनुसार सिडबी के मुंबई पते पर मूल /हार्डकॉपी प्रस्तुत की जाए।</p> <p>Original / Hardcopy at the Mumbai address of SIDBI as stated on the top sheet of this RFP document.</p> <p>ऑनलाइन जमा करने के लिए नामित ईमेल DFIRFP@sidbi.in है। For online submission the designated email is DFIRFP@sidbi.in.</p> <p>फाइलों का पासवर्ड ईमेल hedaoo@sidbi.in पर अलग से भेजा जाएगा Password for files will be sent separately to the email hedaoo@sidbi.in</p>
<p>सिडबी/इंफ्रा डीएफआई द्वारा प्रदान की जाने वाली सुविधाएं Facilities to be provided by SIDBI/ Infra DFI</p>	<ul style="list-style-type: none"> • इंफ्रा डीएफआई पर पृष्ठभूमि दस्तावेज • समकक्ष कर्मचारी जिनके साथ सलाहकार काम करेंगे • Background documents on Infra DFI • Counterpart staff with whom the consultants will work
<p>इस परियोजना के उद्देश्य के लिए फर्मों के बीच सहयोग Collaboration between firms for the purpose of this project</p>	<p>सहायता संघ की अनुमति नहीं होगी।</p> <p>Consortium is not permitted.</p> <p>.</p>
<p>स्वतंत्र बाहरी पर्यवेक्षक (आईईएम) Independent External Monitor (IEM)</p>	<p>श्री नागेश्वर राव कोरीपल्ली, आईआरएस (सेवानिवृत्त) 38, द ट्रेल्स, मणिकोंडा, रंगारेड्डी जिला, हैदराबाद - 500089 मोबाइल - 9788919555 ईमेल: knageshwarrao@gmail.com Shri Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, R. R. District Hyderabad - 500089 Mobile : 9788919555 Email : knageshwarrao@gmail.com</p>

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Part – I: Introduction and Objectives

As part of the 2021-2022 Budget, Government proposed setting up of an Infrastructure Development Financial Institution (**Infra DFI**), to provide, enable and catalyse infrastructure financing. Subsequently, Parliament passed a bill titled the **National Bank for Financing Infrastructure & Development** to establish the said Infra DFI to support the development of long term non-recourse infrastructure financing in India including development of the bonds and derivatives markets necessary for infrastructure financing and to carry on the business of financing infrastructure and for matters connected therewith or incidental thereto. Infra DFI's role will inter alia cover capital raising, building capabilities for infrastructure project financing and introducing and deepening various financial products including bond / derivative market products. Infra DFI will play a key role in infrastructure development through financing aspects. Infra DFI will also help in building and sustaining a supportive ecosystem across the lifecycle of infrastructure projects.

The objective of this RFP is to select a Management Consultant to support the set-up of this Infra DFI. Proposal from bidders who are interested in participating in this RFP need to fulfil the eligibility criteria mentioned in this RFP and comply with the technical requirement as mentioned hereunder. The bidder is required to agree to all the terms & conditions mentioned under this RFP. The RFP document is not recommendation, offer or invitation to enter a contract, agreement, or any other arrangement, in respect of the services. Broad sections of this RFP include:

- Scope of work and key deliverables
- Eligibility and technical criteria
- Bid submission and General conditions of contract
- Select formats

Small Industries Development Bank of India (SIDBI) is the issuing authority for this RFP and will be responsible for all administrative matters for this RFP till required or till Infra DFI's Board or their delegate decides otherwise. The final deliverables will need to be accepted by Infra DFI's Board or their delegates.

Part II: Broad Scope of Work and Key Deliverables for Consultants

The objective of the assignment is to help in the setting up of an Infra DFI, as an All-India Financial Institution (AIFI) to provide, enable and catalyse infrastructure financing. To begin with, the Infra DFI will be 100% government owned.

The RFP proposes to engage the services of a management consulting firm, also referred to in this document as 'consultant' for assisting in setting-up of Infra DFI. The term 'Management Consulting' is explained in the eligibility criteria. The bidder shall ensure detailed planning of all aspects of the set-up, execution of plans as per schedule and overall program management of the implementation process. The bidders shall also have to undertake sufficient knowledge transfer post set-up, as required.

The Infra DFI is being established through an Act of the Parliament as a statutory body "to address market failures that stem from the long-term, low margin and risky nature of infrastructure financing". The Infra DFI would, therefore, have both developmental and financial objectives.

Simultaneous pursuit of the institutional goals of market-making and the strategic goals of financial viability in the infrastructure financing arena, presents design challenges in establishing the organisation. The absence of comparable organisational models elsewhere would necessitate a fair amount of innovation and, new ways of working.

The Infra DFI would therefore require to be able to manage the seemingly conflicting agendas of developing markets while sustainably meeting funding requirements of the market participants in an optimal manner. The Institution design and its operationalisation would need to incorporate all the necessary elements to foster and sustain these twin capabilities.

It is in this context that engagement of a consultant is being proposed.

Consultant would be required to help ensure successful launch of the newly formed Infra DFI. The work would require developing products related to infrastructure financing and to further enable private capital to invest in infrastructure projects. It also needs to be ensured that the Infra DFI has a clear strategy and governance process along with a clear road map of implementation. The DFI is expected to operate in a highly digital environment right from the start.

Accordingly, the scope of work would cover, mainly, though not limited to, the following aspects of Institutional design and operationalisation:

1. Help articulate a design basis for the Institution informed by the intent and content of the NaBFID Act, 2021.
2. Support in developing an Institutional building and business strategy, including a business model and operational plan.
3. Support in finalising options for the Governance arrangements, organization policies, structure, systems, and processes of the Institution.
4. Help in laying out operational workflows, metrics and dashboards for business processes and performance.
5. Assist in developing a technology strategy with a short / medium term roadmap.
6. Support in developing program management.
7. Support in knowledge transfer / implementation / handholding

The bidder is expected to formulate short-term and long-term plan to achieve successful set-up. The bidder is also expected to ensure that the newly formed entity will be able to

provide seamless services on the date of start of commercial operations. The bidder is further expected to work with Infra DFI Board and top management and their delegates.

The selected Bidder is expected to deliver specified outcomes within a period of six (6) months, as mentioned in the scope of work and the work will commence within 2 weeks from the date of letter of award or as per agreement with SIDBI. In these six (6) months, the consultant should first complete the initial blueprint of the Infra DFI as detailed in the scope of work and then detailed design of various elements of this scope basis agreement with the committee / management tasked with overseeing this assignment. The detailed designing and further hand-holding support includes inter-alia like release of RFPs, on-boarding of requisite vendors, hiring / onboarding of key personnel, conducting detailed review / writing of manuals like HR and procurement manuals, identifying list of SOPs that need to be detailed, creating risk management framework and detailed program management for setup and operationalization of Infra DFI beyond the tenure of this assignment etc.

SIDBI / Infra DFI shall have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidder for future requirements including implementation and hand holding support on the rates finalized in this process after expiry of first six months for a period not exceeding six (6) months.

Scope of work and deliverables for the bidder includes, but not limited to, the following:

1. Help articulate a design basis for the Institution informed by the intent and content of the NaBFID Act, 2021

- **Help articulate the purpose, vision, and missions** (development and strategic) of the Institution through deliberations and inputs from key stakeholders and a rigorous appreciation of the demand-side, supply-side and financing aspects of infrastructure development in India
- Detailing likely scenarios for infrastructure development and implications thereof based on earlier experiences, current landscape of infra financing in India and experience of relevant global development banks and development financial institutions from both in developed and emerging markets
- Recommend detailed roles and capabilities needed in the Infra DFI based on key success factors.
- **Develop and provide a design basis** of the Institution informed by the purpose, vision, and missions.

2. Support in developing an Institution-building and Corporate strategy, including a business model and operational plan

2.1 Support in developing a strategic roadmap and business model

- Develop and analyse options for selection of business model (s)
- Outline 5- and 10- year strategic roadmap for the Institution as master plan with clear activities & milestones for set-up of various processes, products, policies, systems and working models.

2.2 Support in developing strategy for diversified sources of funding at different stages of infrastructure project

- Assist in developing and evaluating options for creating diversified and accessible sources of funding aligned to various stages and risk appetite.

-
- Gauge interest from funding sources, where applicable
 - Assist in defining the overall liability strategy.

2.3 Business model implementation planning

- Help formulate the business model for various functions, organizational structure, and related business processes. The initial design of the business model should focus on all key areas of various functions - people, process, and technology.
- Design staff deployment at various functions based on the expected volumes, nature of business and work-flows.

3. Support in finalising options for the Governance arrangements, policies, organisation structure, systems, and processes of the Institution

3.1 Set-up

- Drafting of rules and regulations including where required, developing alternatives
- Prioritization and timeframe for notification of different rules and regulations

3.2 Support/assist in defining governance of Infra DFI

- Formulation of Board processes including conduct of board / committee meetings.
- Administration manual for board working including conduct of meetings, fees payable to directors etc
- Framework and constitution of key board level committees including their charter and their membership.
- Committee structures at different levels defining their charter and membership including during the initial transition / set up period.
- Management reporting into Board including performance management review of overall organization, key verticals and identified positions including matrices / parameters for performance review.

3.3 Support in creating enabling frameworks for future.

- Identify areas where subsidiaries, trusts or partnerships may be required.

3.4 Organizational design and structure and talent

- Assist in laying out principles for the organization structure and thereafter in design of future-ready organization structure & capability requirements (roles & profiles, manpower, skill sets, etc.) with flexibility for increase / decrease in modular manner.
- Assist in developing Accountability Matrix for monitoring and control, including processes for communication, decision-making, issue escalation, program reporting etc.
- Suggest desired end state with clear recommendations including staff strength, number of locations, mix of permanent / non-permanent staff, etc
- Outline Talent management strategy to create robust pipeline of skilled officers and succession planning for leadership; Recruitment / talent induction model to attract talent as well as to ensure sustained growth in head count in line with business growth
- Draft roles of key personnel, advertisements for hiring of key resources

3.5 Support in drafting HR Policies

- Establishment rules including disciplinary rules and staff regulations
- Deputation policies both inwards and outwards
- Identify comparators and HR levels for compensation benchmarking

3.6 Support in designing an Institutional purpose synchronised Performance Management system (PMS)

- Framework for and design of a PMS that reinforces and reflects the Institutional purpose and missions.
- Plan for roll out of PMS at all levels
- Outline KRAs for employees
- Develop Target setting process, using appropriate reference data points

3.7 Competency building and skill development

- Devise action plan to cover training needs on specialized areas, soft skills, reskilling
- Support in creating a training plan including all internal programmes, alternative training channels, training models/processes

4. Help in laying out operational workflows, metrics, and dashboards for business processes and performance

The Infra DFI is to address market failures that stem from the long-term, low margin and risky nature of infrastructure financing. One of the key objectives of this Infra DFI is that it should help in crowding-in. It needs to act as a pivot for an entire eco-system. It needs to develop financing solutions for various stages of infrastructure projects.

4.1 Processes to meet financial objective to lend or invest in infrastructure projects

- Facilitate mechanics to lend or invest including by underwriting credit, securitisation of receivables, refinance existing loans across origination to monitoring and collections
- Devise ways of appraising and monitoring credit including populating data from varied data sources and use of technology across project life cycle
- Develop Templates such as for appraisal and monitoring
- Develop key operational and business metrics

4.2 Processes to meet development objective to support development of infrastructure financing in India, including bonds and derivatives

- New products including guarantee, modes of credit enhancement, supporting project bonds.
- Identify key steps required for fulfilling role in development of liquid market for bonds and other related products for infrastructure financing
- Identify expertise needed to act as Primary Dealer (PD) /market maker
- Work with market infrastructure institutions (MIIs) to develop processes from origination to maturity
- Develop key operational and business metrics for this overarching objective

4.3 Advisory and consultation functions including development of infrastructure pipeline:

- Support in creation of roadmap to act as an intermediary for the purpose of promotion, financing, and development of infrastructure projects.
- Develop modalities for enabling access to Environment, Social and Corporate Governance compliant, Green finance for infrastructure development.

4.4 Support processes such as strategy planning, risk management, audit, etc

- Design overall compliance architecture
- Analyse and advise on risk models, develop road map for risk mitigation, risk sharing, internal financial controls and audit.
- Help put in place Credit risk management framework and credit risk management policies.
- Assist in drafting of key manuals and SOPs for priority processes.

The consultant will be creating roadmap for adopting digitized high impact processes (both customer facing and internal). Trade-offs, if any, should be clearly brought out. The final processes, should have impact in terms of minimum turn-around-time, minimum manual effort and maximum automation, and be digitally enabled.

5. Assist in developing a technology (enterprise architecture) strategy linked to the organisation of the business with a short / medium term roadmap

The Infra DFI is expected to be a lean, predominantly staffed with professionals, and a relatively flat organisation. A robust technology/enterprise architecture with seamless fully IT based interwoven with the workflow, enabling work from anywhere, is foreseen as a pre-requisite to support such an organisation.

5.1 Framework and road map for business linked enterprise architecture-based technology and data management

- Principles for technology setup for short and medium term (3-5 years)
- Suggest key layers and components including ERP, LOS etc. required including other workflow software, as necessary, including cloud-based solutions.
- Advise on new technologies for various aspects including monitoring such as through drones / Internet Of Things / AI etc.
- Develop appropriate cybersecurity principles.
- Identification, support in procurement (RFP design), and roadmap for implementation of technology tools including LOS & ERP for support processes including regulatory reporting, finance, HR process automation and efficiency improvement other than ERP, if any
- Outline Future-ready technology organization structure & capability requirements (roles & profiles, manpower, skill sets)

6. Support in developing program management

6.1 Design of tools and templates

- **Tools:** Smart tools and templates for effective and timely project management
- **Dashboard:** Design reports and dashboards for information and analysis for

decision making

- **Workflow management:** Set up a workflow and process for handling the change requests in products and processes that require approval at various levels such as various internal Committees/Board

6.2 Review structure

- Assist in implementing the review structure (setting up timelines, collation of inputs, preparation of status updates, exception handling, conduct of meetings, reporting of outcomes and follow-up actions)

7. Support in knowledge transfer / implementation / handholding

- Subsequent to start of operations, further design refinement and assessing implementation of the processes and documentation in co-ordination with the Management / implementation team, taking into account cost benefit assessment, practicality of implementation, risk parameters, etc.,
- The selected bidder will work to help issue of RFPs, advise on selecting vendors, and on-board vendors.
- The selected bidder should also run the project management office to help the Infra DFI realise first version of select high-impact digitized processes.
- Create a plan for transfer of knowledge including trainings, hand-over material and other relevant documents.
- Train the core team, as applicable, and provide required handholding support to enable them to carry forward the setting-up process further till stabilization.
- Capability building for disseminating and refining operating models/processes created.
- Develop a road map along with prioritization matrix for knowledge transfer.

The scope detailed above is for the set-up of the Infra DFI. The endeavour is to develop the blue- print and design of prioritized elements required to operationalise the Infra DFI. The exact deliverables will be based on the above scope. The implementation and handholding phase will be at the discretion of the issuing agency (SIDBI) / Infra DFI.

Part III: Eligibility & Evaluation Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted in Eligibility Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria will be rejected.

An evaluation committee will be setup for the purpose of qualification, assessment, and selection of the bidder under this RFP.

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 3 years as on RFP issuance date.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.
2	<p>Bidder should have experience of at least 1 completed assignment in helping initial set-up of one organization across public sector enterprises (PSE) or Gol special purpose vehicles (SPVs) or private sector financial institution in last 5 years (date of completion of assignment should be within last 5 years of issue of this RFP). 'Set-up' activities include elements such as strategy or vision or roadmap or design; business plan or revenue model; roadmap and project management for implementation; identification and detailing of key processes; organization structure and HR processes, etc.</p> <p><u>Note:</u> Initial set up in above para would also include work such as conversion of an organization into a new type of organization (other than mergers and acquisitions) or work done within 2 years of launch of new organization.</p>	Completion Certificate or a Self-Declaration to be furnished by the Bidder on its letter head. In case of self-declaration, Bidder must provide a copy of the detailed work order and contact details of key official at Client's end who may be contacted for confirmation of credentials.
3	The Bidder should have Net Profit (PAT) in last three financial years. (i.e. 2017-18, 2018-19 & 2019-20)	Copy of audited relevant financial statement of financial years i.e. 2017-18, 2018-19 & 2019-20.

<p>4</p>	<p>The Bidder should be a Management Consulting Firm with an annual revenue (net of GST) of at least INR 250 Crore in each of the three financial years (i.e. 2017-18, 2018-19 & 2019-20).</p> <p>Management consulting firm refers to a firm involved in assisting and advising organizations in solving business problems across strategy / operations / performance / transformation / turnaround / organization design / digital transformation / HR through specialized expertise & experience.</p> <p>Revenues refer to revenues that the management consulting firm has earned as advisory fees in India on topics such as strategy / operations / sales / performance / transformation / turnaround / organization design / digital transformation / HR through specialized expertise & experience</p> <p>Consortium bidding is not permitted. Credentials and resources including key personnel of only one and the sole bidder will be considered for evaluation.</p>	<p>Auditor's Certificate stating revenues from management consulting business for last three financial years i.e. 2017-18, 2018-19 & 2019-20.</p>
<p>5</p>	<p>The bidding company should not have been censured / black listed / banned / barred / disqualified / prohibited by Gol or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.</p>	<p>Self-declaration to this effect on the company's letter head should be submitted</p>

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the Eligibility criteria will entail rejection of the offer summarily. The evaluation committee reserves the right to verify /evaluate the claims made by the vendor independently. Any discrepancy could lead to censuring / blacklisting of the bidder. Any decision in this regard shall be final and binding upon the bidder.

Earnest Money Deposit (EMD)

Bidders will be required to submit EMD for Rs. 5 lakh through a Demand Draft / Pay Order payable to SIDBI. This Demand Draft/ Pay Order should be submitted along with the Technical Bid, in the envelope containing the Technical Bid.

Bid Opening & Evaluation Criteria

Bids would be received through 2 envelopes corresponding to two (2) stages for evaluation process. The Stages are:

- I) Eligibility and Technical Evaluation
- II) Commercial Evaluation

The evaluation committee will open the technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue specified herein.

1. Eligibility Evaluation:

Eligibility would be evaluated first for all participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned above, will be taken up for Technical bid evaluation.

2. Technical Evaluation:

Bids from Bidders, who fulfil the eligibility criteria conditions related to bidder's financial stability and experience fully as mentioned above, will be taken up for further evaluation/selection process. Remaining bids shall be rejected.

A **maximum of 100 marks** will be allocated for the technical bid. Only the technical proposals will be evaluated at this stage. Bidders scoring less than **70 marks (cut-off score)** out of 100 marks in the technical evaluation shall not be considered for further selection. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short listed.

The evaluation of technical proposals will be based on parameters indicated below:

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
1. Bidder's Experience (Total 25 marks)	<p>a) Experience in providing management consulting services (as defined in the eligibility criteria – SI No 4) at a Development Bank / Development Financial Institution outside India with total assets above USD 50 Bn (as on 31 March, 2020) in the last 10 years (completed projects only and 10 years will be counted from date of completion of the project) across the following areas:</p> <ol style="list-style-type: none"> 1. Strategic direction / evaluating strategic choices / developing market landscape / scenarios OR 2. Organization structure or organization design or HR processes or ways of working OR 3. Operating model or processes or technology of the development bank OR 4. Other areas such as risk or treasury or any other support functions or partnerships. 	5	<p>Evidence of work done in the projects to be provided by the consultant through reference letters or completion certifications or letter of award of contract.</p> <p>Evaluation on quality of projects delivered to a single development bank or development financial institution across areas as provided in the LEFT COLUMN through a written note or case study (of maximum two pages) which should cover topics covered during projects, outcomes of projects and any public references.</p> <p>The scoring would be based on the write up submitted and interaction during the presentation to the evaluation committee</p>
	<p>b) Experience in helping initial set-up of one organization across public sector enterprises (PSE) or GoI special purpose vehicles (SPVs) or private sector financial institution in last 10 years (date of completion of</p>		5

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
	<p>assignment should be within last 10 years of issue of this RFP). 'Set-up' activities include topics such as strategy or vision or roadmap or design; business model/plan or revenue model; roadmap and project management for implementation; identification and detailing of key processes; organization structure and HR processes, etc. Initial set up in above para includes work such as conversion of one organization to other not including mergers and acquisitions and work done within 2 years of launch of new business / set up / organization.</p>		<p>single organisation across areas as provided in the LEFT COLUMN through a written note or case study (of maximum two pages) which should cover topics covered during projects, outcomes of projects and any public references.</p> <p>Scoring would be done on the basis of the write up submitted and interaction during the presentation to the evaluation committee.</p>
	<p>c) Experience in management consulting work in last 10 years (date of completion of assignment should be within last 10 years of issue of this RFP) with an AIFI or NBFC-IFC. The assignment should include strategy or vision or roadmap or design; OR business plan or revenue model; roadmap and project management for implementation; identification and detailing of key processes; OR organization structure and HR processes, etc.</p>	<p>5</p>	<p>Evidence of work done in the projects to be provided by the consultant through reference letters or completion certifications or letter of award of contract or self-certificate.</p> <p>Evaluation on quality of projects delivered to a single organisation across areas as provided in the LEFT COLUMN through a written note or case study (of maximum two pages) which should cover topics covered during projects, outcomes of projects and any public references.</p>

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
	<p>d) Experience in providing management consulting services in India (as defined in the eligibility criteria – SI No 4 other than transaction advisory services) in Infrastructure sectors (as per Harmonized List of Department of Economic Affairs) in last 10 years (completed projects only and 10 years will be counted from date of completion of the project) across at least five infrastructure sectors.</p>	5	<p>Evidence for work done in the projects to be provided by the consultant through reference letters or completion certifications or letter of award of contract or self-certificate</p> <p>Maximum marks will be awarded for fulfilling the entire criteria as laid out in the LEFT COLUMN</p> <p>Marks awarded will be adjusted for fulfilling part criteria as laid out in the LEFT COLUMN</p>
	<p>e) Experience in infrastructure sector in areas of techno-economic Feasibility Study which includes market demand assessment or product mix identification or financial analysis; investment attraction and facilitation services which includes development of investor pitch documents for target investors; New project creation or development or commercialization strategy or transformation strategy</p>	5	<p>Evidence for work done in the projects to be provided by the consultant through reference letters or completion certifications or letter of award of contract or self-certificate</p> <p>Maximum marks will be awarded for fulfilling the entire criteria (as laid out in the LEFT COLUMN)</p> <p>Marks awarded will be adjusted for fulfilling part criteria (as laid out in the LEFT COLUMN)</p> <p>Scoring would be based on a write up and interaction during the presentation to the evaluation committee</p>
<p>2. Suitability of Key Resources (Total 24 marks)</p>	<p>Project Head / Project Director</p> <ul style="list-style-type: none"> Project Head or Project Director should have consulted for at least 1 organization in each of the following 4 areas in the last 10 years (completed projects only and 10 years will 	8	<p>Evaluation on credentials of Project Head / Project Director as provided through a CV / Resume which should cover:</p> <ul style="list-style-type: none"> Back-ground and management consulting experience

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
	<p>be counted from date of completion of the project) for a minimum duration of 6 months in the capacity of a Project Head / Project Director / (and not in an expert capacity):</p> <ul style="list-style-type: none"> o Setup one (same definition as stated in eligibility criteria) Public-Private Partnership / GoI SPV / public or private sector financial company o AIFI or NBFC-IFC o Any infrastructure sector 		<ul style="list-style-type: none"> o Experience of relevant engagements <p>Quality of interaction during the presentation to the evaluation committee to be considered.</p> <p>Maximum marks will be awarded for fulfilling the entire criteria (as laid out in the LEFT COLUMN and ABOVE)</p> <p>Marks awarded will be adjusted for part completion of the criteria</p>
	<p>Experience of four Domain experts proposed to be deployed on the assignment</p>	16	<p>Maximum of 4 marks for each of the four domain experts as detailed below</p> <p>Evaluation on credentials of the domain Experts as provided through a CV / Resume which should cover:</p> <ul style="list-style-type: none"> o Back-ground and management consulting experience o Experience of relevant engagements o Details of nature of work done
	<p>1. One Domain Expert with experience across the following areas:</p> <ul style="list-style-type: none"> • Involvement with regulatory bodies or industry committee. The Expert should have a deep understanding of the regulatory environment in India • Understanding of DFIs / AIFIs in India and their challenges 		<p>As above</p>

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
	2. One Domain Expert with prior experience in providing management consulting services (as defined in the eligibility criteria – SI No 4) at a Development Bank / Development Financial Institution outside India with total assets above USD 50 Bn (as on 31 st March 2020) in the last 10 years (completed projects only and 10 years will be counted from date of completion of the project)		As above
	3. One Domain Expert with experience in providing management consulting services (as defined in the eligibility criteria – SI No 4) for 3 or more infrastructure sectors		As above
	4. One Domain Expert with specialist knowledge and consulting experience, in financial markets, including market microstructures and financial instruments, of at least 15 years.		As above
3. Team composition and suitability (Total 6 marks)	Overall Team composition, quality, and suitability – includes number of people deployed and for duration, other experts / capabilities deployed, etc	6	Assessment by Evaluation Committee based on CVs submitted and interaction during the presentation cum interview with the evaluation committee.
Presentation Cum Interview (Total 15 marks)	a) Understanding of the scope of the assignment demonstrated in the response to the RFP. b) Understanding of the context of creation of a dedicated Infra DFI c) Understanding of infrastructure financing	15	Assessment by Evaluation Committee based on written submission and interaction during the presentation to the evaluation committee

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
	(both in India and outside India) d) Understanding of deliverables of the engagement		
Approach and methodology (Total 30 marks)	a) Proposed approach and methodology for the entire scope of work b) Availability of tools, templates, standard operating procedures & best practices to be adopted for setting up an Infra DFI. c) Relevance and robustness of project plan created by the bidder in terms of delivering outcomes and meeting timelines.	30	Assessment by Evaluation Committee based on written submissions and interaction during the presentation to the evaluation committee.
Total		100	

The evaluation committee may, at its sole discretion, decide to seek more information / proof from the respondents. The purpose of proposal presentation is to enable the SIDBI/ Infra DFI to seek clarifications and gain a better understanding about the team and the approach to the assignment. All technical proposals will be evaluated by a consultancy evaluation committee. Minimum marks for technical qualification is 70. Those securing less than 70 will be disqualified and will not participate in the next stage of the bidding.

The commercial proposals of short-listed bidders, post technical evaluation, will then be opened.

Non-compliance of any point in scope of work and technical requirements will lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.

3. Commercial Evaluation

In respect of all the qualified bidders, in whose case, the commercial bid has been opened, a combined techno-commercial evaluation will be done by the evaluation committee as per the following procedure:

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C etc.) will be computed using the formula, $T = \text{Marks of B} / \text{Marks of highest scorer A} * 100$.

Similarly, Commercial score of all technically qualified bidders will be arrived at taking the cost quoted by L1 bidder i.e. the lowest quote from all technically

qualified bidders (say C) as 100. Marks for other bidders will be calculated using the formula Combined Score = Cost of L1 bidder (C) / Cost quoted by bidder * 100. A "Combined Score" will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a weightage of 80% for technical and 20% for commercials as detailed below.

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

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

$$H = (T/(T 1) \times 80) + ((C 1)/C \times 20)$$

Whereas: H = Combined Score

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

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

Bid der	Technical Evaluation Marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
A	95 (T 1)	18	(95/95)*80 = 80.0	(10/18)*20=11.11	80.0+11.11=91.11 (H-2)
B	90	13	(90/95)*80=75.79	(10/13)*20=15.38	75.79+15.38=91.17 (H-1)
C	80	10 (C 1)	(80/95)*80=67.40	(10/10)*20=20.00	67.4+20.00=87.40 (H-3)

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

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

Part IV Instructions to Bidders

The original and all copies of the Technical Proposal to be sent to SIDBI shall be placed in 2 sealed envelopes clearly marked “**ELIGIBILITY AND TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” and with a warning “**DO NOT OPEN WITH ELIGIBILITY PROPOSAL OR TECHNICAL PROPOSAL**”. Demand Draft/ Pay Order should be placed within the Envelope marked as “**ELIGIBILITY AND TECHNICAL PROPOSAL**”

The 2 envelopes shall be placed into an outer envelope and sealed. The outer envelope and the Financial Proposal envelope shall bear the submission address, and title of the assignment. An authorised representative of the Consultant will initial all pages of the Original hard copy of the Eligibility cum Technical and Financial Proposals.

If the Financial Proposal is not submitted by the Consultant in a separate, sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals as non-responsive.

The Eligibility, Technical and Financial Proposals shall be marked ‘**ORIGINAL**’ or ‘**COPY**’ as appropriate.

The online application shall follow all the above instructions with password protected files and the password will be sent separately to the designated email that is **hedao@sidbi.in**

Public Opening and Evaluation of Financial Proposals:

All technically qualified proposals will be invited for the public opening of financial proposals. At the public opening of financial proposals, bidding institutions’ representatives who choose to attend will sign an attendance sheet.

- The mark of the technical proposal that met the minimum mark of 70 will be read out aloud
- Each Financial Proposal will be inspected to confirm that it has remained sealed and unopened
- The representative from SIDBI will open each Financial Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultants Financial Proposal. This information will be recorded in writing by the SIDBI/ DFI representative.

The detailed contents of each Financial Proposal will subsequently be reviewed by SIDBI/ DFI. Financial Proposals will be checked for computational errors and a review will be made to ensure that figures provided therein are consistent with the details of

the corresponding Technical Proposal. Following the review, the Estimated Total Price (ETP) for each Financial Proposal will be determined.

4.2 Award of Contract

SIDBI shall award the contract to the selected Institution and notify the unsuccessful Institutions who had submitted Proposals that they were unsuccessful.

Part V: Payment Schedule

Sr. No	Stages	%age of total fee payable
1	Signing of Contract	5% (*)
2	Inception Report	10%
3	Institutional Design basis and strategy report	15%
4	Governance, Organisation design and HR Report	15%
5	Business Processes, workflows, metrics and Dashboards report	15%
6	Technology and Processes Report	15%
7	Conclusion Report	25%

() against performance bank guarantee and will be adjusted over next four payments (against deliverables as specified in the table above)*

Details in respect of Milestone 2 to 7 are given below

Details of Key Deliverables corresponding to Payment Milestones (PM) – Expected timelines will be reckoned from start of assignment for each deliverable.

1) PM 1 (Inception report) – expected within 3 weeks

Inception report containing confirmed project plan and key deliverables plan along with all key activities with timelines and resourcing plan. Defining immediate action plan for first 2 months. Identify key risks and mitigation plan.

2) PM 2 (Institutional design basis and strategy report) – expected within 2 months

This report should focus on Infra DFI's stakeholder articulated purpose, vision and missions informing the corporate and product-market strategy

- a. Sectoral Vision paper for initiating and facilitating the discussion on the Infra DFI Purpose, Vision and Missions
- b. Roadmap for enabling lending or investing in infrastructure projects, for ensuring crowding-in of investment with details on key products and interventions in the market in 6- months, 3-year and 5- year horizon.

-
- c. Roadmap on strategy for creating diversified and accessible sources of funding and liabilities strategy.,
 - d. Roadmap for other activities for purpose of promotion, financing and development of infrastructure projects
 - e. Detailing of capabilities and dependencies to be able to achieve the above for 6- months and 3 – year horizon above.
 - f. Initial projection of High-level key financials

3) PM 3 (Governance, Organisation Design, and HR report) – expected within 3 months

This report should focus on Governance arrangements, organization design, HR including talent management.

- a. Design for governance structure inclusive of board processes and framework and constitution of Board level committees
- b. Roadmap for all key rules and regulations
- c. Report on current and future infra financing landscape in India
- d. Report on benchmarking from relevant global DFIs' experience
- e. Design of end-state organization structure including staff strength, roles and profiles, locations, etc.
- f. Report talent mix required and recruitment / talent induction strategy
- g. Role documents of select roles and specifications for hiring of key resources –
- h. Design of KRAs for select roles (*MD and 2 layers below*) consistent with *the near and medium term institutional and strategic plans.*
- i. Overall HR policy and manual
- j. Report on benchmarking of compensation levels

4) PM 4 (Operational workflows, metrics and dashboards for business processes and performance) – expected within 4 months

This report should discuss and present the various business process related workflows, metrics dashboards of performance:

- a. Identify critical business processes and define these processes and benchmark them for customer convenience and efficiency.
- b. Identify and design the necessary metrics and dashboards for
- c. Roadmap for adopting end-to-end / new technology-enabled processes for business aspects of Infra DFI businesses

5) PM 5 (Enterprise architecture framework and technology report) – expected within 5 months.

This report should, inter alia, finalise the framework for developing an enterprise architecture consistent with the business model and provide a basis for appropriate technology identification: .

- a. Identify procurement path for such technologies.
- b. Roadmap for any platform led initiatives.
- c. Roadmap for implementation of new age technologies as required.

6) PM 6 (Conclusion report)

This report should provide overall progress of all aspects including project management. This report should also provide an overall roadmap.

- a. Progress achieved against plan as per inception report.
- b. Review and refresh strategy
- c. Program Management office include manual.

-
- d. Overall implementation roadmap including plan for next phase.
Calibrated key financial projections

It is expected that the consultant will deliver the outputs as per the time schedule agreed in the contract (or any modification thereof in pursuant of section 2.3 of General Terms and Conditions). In case of any default on the part of the consultant action can be taken as per section 2.5 (subject to section 2.4.4) of the general terms and conditions. It may also be noted that progress on deliverables would in any case be on a parallel rather than sequential basis.

Part VI: Technical Proposal

6.1 Your tender should be submitted in English and be set out in three parts

- i. Cover letter
- ii. Part A - Executive Summary
- iii. Part B – Eligibility and Technical
- iv. Part C - Commercial

Parts A & B may be bound together. Please do not include any price or financial information in Part A or B. No publicity material is required.

6.2 Cover letter

In your cover letter you should confirm the following:

- confirm that all personnel listed in the technical proposal will be available to provide the required services for the duration of the contract as set-out in the technical proposal
- confirm that the technical and financial proposals are valid up-to 180 days from the submission of the Bid
- confirm that the firm has not indulged in any corrupt or fraudulent practices in preparing this proposal
- confirm that the person signing the cover letter and the proposal has been duly authorized to do so
- cover letter to contain the name, address, telephone and fax no., and email id of the authorized person with whom SIDBI/ DFI to communicate
- confirm that the firm will bear all costs incurred in connection with the preparation and submission of the proposal and to bear any further pre-contract costs
- confirm that documentary proof in respect of eligibility has been provided
- confirm that the terms and conditions laid out in the RFP document are acceptable

6.3 Part A – Executive Summary

This should be a brief overview of your tender covering how you intend to achieve the outputs and your assessment of the resources required (maximum 5 pages)

6.4 Part B – Eligibility and Technical Tender

Your Eligibility and Technical Tender should include the following:

- (1) Details regarding satisfaction of eligibility criteria
- (2) Any Qualification to Terms of Reference/ Scope of Work
- (3) Technical Response (including method of implementation and work plan in the form of a Gantt chart showing activities, milestones, deliverables etc. against time)
- (4) Personnel Inputs against each activities/tasks of the Scope of Work – include person days without any reference to fees
- (5) Names & CVs of personnel to work on this project (in the CV please cover name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, , experience and languages known. Each team member who is not a full time employee of the firm to give an undertaking that he / she is available to undertake the tasks allocated to him / her in the technical proposal. The CVs should be of maximum 3 pages each and signed (by the key personnel) confirming that the information given in the CV is correct.
- (6) Previous experience of the firm in similar types of assignments as per RFP (please indicate name of assignment, name/address of employer, date of award of assignment, date of completion of assignment, value of the assignment and role of your firm viz. prime consultant, sub- consultant, consortium member etc.)
- (7) Matters not appropriate in any other appendix, e.g. Joint Ventures, Disclosures, Conflict of Interest etc.

Please also submit a pen drive containing the soft copy of your Eligibility and Technical Tender in MS-word format (to be submitted in the same envelope).

The Technical Proposal should be no more than 20 pages inclusive of the Executive Summary {however, the 20-page limit does not include CVs (Section D above) and details of firm's previous experience (Section E above)}. The font size should be a minimum of 12.

Part VII General Terms and Conditions

1. General Provisions

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- b. Contract means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- d. 'GC means these General Conditions of Contract;
- e. "Government" means Government of India;
- f. 'Local currency' means the Indian Rupees;
- g. "Member", in case the Consulting Agency consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- h. "Party" means the SIDBI/ Infra DFI or the Consulting Agency, as the case may be, and Parties means both of them;
- i. "Personnel" means persons hired by the Consulting Agency or by any Sub-Consultant as Employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC 4.2 (a).
- j. "Services" means the work to be performed by the Consulting Agency pursuant to his/her contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be adopted by the Consulting Agency for carrying out the assignment may be modified depending after mutual discussions with SIDBI/ Infra DFI. The work plan as indicated by the Consulting Agency may also get modified accordingly.
- k. "Sub-consultant" means any entity to which the Consulting Agency subcontract part of the Services in accordance with the provisions of Clause GC 3.8; and
- l. "Third Party" means any person or entity other than the Government and the Consulting Agency

1.2 Relation between the Parties

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

1.3 Law Governing Contract

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

1.4 Notices

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

1.5 Language

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

1.6 Location

The Services shall be performed at such locations as the SIDBI/Infra DFI may approve

1.7 Taxes and Duties

The Consulting Agency, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law and the SIDBI/Infra DFI shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed. The SIDBI/Infra DFI shall not be liable for any tax levied on the remuneration and allowances of the Consulting Agency as per this contract.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the SIDBI/Infra DFI's notice to the Consulting Agency instructing the Consulting Agency to begin carrying out the Services.

2.2 Expiration of Contract

Unless terminated earlier pursuant to conditions specified in GC 2.6, or otherwise extended, this Contract shall expire when services have been completed and all payments have been made as specified.

2.3 Modification

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

2.4 Force Majeure

2.4.1. Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.4.2 No Breach of Contract

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

2.4.3 Measures to be Taken

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

2.4.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. This doesn't preclude the SIDBI/Infra DFI from extending the time period of the assignment pursuant to section GC 3.8.c or otherwise

2.4.5 Consultation

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

2.5 Suspension

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

2.6 Termination

2.6.1 By the SIDBI/ Infra DFI

- a. The SIDBI/ Infra DFI may, by not less than thirty (30) days' written notice of termination to the Consulting Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.6.1, terminate this Contract.
- b. if the Consulting Agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.5 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the SIDBI/ Infra DFI may have subsequently approved in writing;
- c. if the Consulting Agency becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- d. if the Consulting agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- e. if the Consulting agency submits to the SIDBI/Infra DFI a statement which has a material effect on the rights, obligations or interests of the SIDBI/Infra DFI and which the Consulting agency knows to be false;
- f. if, as the result of Force Majeure, the Consulting Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

-
- g. if the SIDBI/ Infra DFI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
 - h. if the consulting agency, in the judgment of the SIDBI/ Infra DFI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

2.6.2 By the Consulting Agency

The Consulting Agency may, by not less than thirty (30) days' written notice to the SIDBI/ Infra DFI, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.6.2, terminate this Contract:

- a. if the SIDBI/Infra DFI fails to pay any money due to the Consulting Agency pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within sixty days (60) days after receiving written notice from the Consulting Agency that such payment is overdue;
- b. if the SIDBI/ Infra DFI is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Consulting agency may have subsequently approved in writing) following the receipt by the SIDBI/Infra DFI of the Consulting Agency's notice specifying such breach;
- c. if, as the result of Force Majeure, the Consulting Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if the SIDBI/ Infra DFI fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.6.1 or 2.6.2 hereof, the Consulting Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consulting Agency and equipment and materials furnished by the SIDBI/Infra DFI, the Consulting Agency shall proceed as provided, respectively, by Clauses GC 3.10 or 3.11 hereof.

2.6.4 Payment upon Termination

In the event of such termination, the Consulting Agency shall be compensated for the actual amount of work performed to the satisfaction of the SIDBI/Infra DFI on pro rata basis after offsetting

against these payments any amount that may be due from the Consulting Agency to the SIDBI/ Infra DFI. All advances paid to the consulting agency shall be immediately refunded to the SIDBI/Infra DFI along with the borrowing rate of interest of Government of India (@ 8%) from the date of receipt of the said amount by the Consulting agency to the date of refund thereof.

2.6.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.6.1 or in Clause GC 2.6.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligation of the Consulting Agency

3.1 General

3.1.1. Standard of Performance

The Approach and Methodology followed by the Consulting Agency for performing its Services should be in line with the requirements spelt out in the Request for Proposal Document. Any deviation will require approval of the SIDBI/Infra DFI. The Consulting Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. " The Consulting Agency shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SIDBI/ Infra DFI, and shall at all times support and safeguard the SIDBI/ Infra DFI's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consulting Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- consultants, as well as the Personnel of the Consulting Agency and any Sub- consultants, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 The Remuneration of the Consulting Agency pursuant to Clause GC 4.7 hereof shall constitute the Consulting Agency's sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consulting Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consulting Agency shall use their best efforts to ensure that any Sub- consultants, as well as

the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

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

3.3 Confidentiality

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

3.4 Liability of the Consulting Agency

The Consulting Agency's liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consulting Agency

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

3.6 Reporting Arrangements

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

3.7 Accounting, Inspection and Auditing

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

3.8 Consulting Agency's Actions Requiring SIDBI/ DFI's Prior Approval

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

(a) appointing such members of the Personnel as are listed in Appendix B by the Consulting Agency merely by title but not by name;

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- (b) entering into a subcontract for the g of any part of the Services, it being understood
 - (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the SIDBI/Infra DFI prior to the execution of the subcontract, and
 - (ii) that the Consulting Agency shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract.
 - (c) extension of time period for completion of services for any reason including Force majeure .

3.9 Reporting Obligations

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

3.10 Documents Prepared by the Consulting Agency to Be the Property of the SIDBI/ DFI

- a. All drawings, photographs, reports, recommendations, estimates, documents and all other data compiled or received by the Consulting Agency under this Contract shall be the property of the SIDBI/ Infra DFI, shall be treated by him/her as confidential, shall be delivered only to the duly authorized officials on completion of work under this Contract or as may otherwise be specified by the SIDBI/ Infra DFI under this Contract. In no event shall be the contents of such document or data are made known by the Consulting Agency to any person or organisation without written approval of the SIDBI/ Infra DFI. Subject to the provisions of this Article, the Consulting Agency may retain a copy of the document produced by him.
- b. All copyright, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract , shall become the property of the SIDBI/ Infra DFI as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as the SIDBI/ Infra DFI may determine appropriate.

3.11 Equipment and Materials Furnished by the SIDBI/ DFI

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

3.12 Monitoring of Consulting Agency Performance:

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

4. Consulting Agency's Personnel and Sub-consultants

4.1 General

The Consulting Agency shall employ and provide such qualified and experienced Personnel and

Sub-consultants as are required to carry out the Services.

4.2 Description of Personnel

- a. The titles, agreed job descriptions, qualification and estimated periods of engagement in the carrying out of the Services of each of the Consulting Agency's Key Personnel are described in Appendix B.
- b. Any adjustments shall only be made with the SIDBI/ Infra DFI's approval.
- c. If additional work is required beyond the scope of the Services specified, the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the SIDBI/ DFI and the Consulting Agency, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth under this Contract.
- d. Subject experts and Project Leader should be available for interaction with the SIDBI/ Infra DFI, as and when required by the SIDBI/ Infra DFI. SIDBI/ Infra DFI will give adequate notice for requesting for such an interaction. Consulting Agency will not field any substitute at the aforesaid interaction meetings unless prior approval has been accorded by the SIDBI/ Infra DFI. Other experts indicated are in addition and not in lieu of the key experts.

4.3 Approval of Personnel

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

4.4 Removal and/or Replacement of Personnel

- a. Except as the SIDBI/ Infra DFI may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consulting Agency, it becomes necessary to replace any of the Personnel, the Consulting Agency shall forthwith provide as a replacement a person of equivalent or better qualifications with the prior approval of the SIDBI/ Infra DFI.

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- b. If the SIDBI/ Infra DFI (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consulting Agency shall, at the SIDBI/ Infra DFI's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the SIDBI/ Infra DFI.
 - c. The Consulting Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

4.5 Project Manager

The Consulting Agency shall ensure that at all times during the Consulting Agency's performance of the Services, a project manager, acceptable to the SIDBI/ Infra DFI, shall take charge of the performance of such Services and also interface with the SIDBI/ Infra DFI on a day to day basis. The Name and Contact Details of the Project manager should be provided in the proposal.

4.6 Right and remedies of SIDBI/ Infra DFI

4.6.1 Nothing in or relating to this contract shall be deemed to prejudice or constitute a waiver of any rights or remedies of the SIDBI/ Infra DFI

4.6.2 The SIDBI/ Infra DFI shall not be liable for any consequences of, or claims based upon any act of omission on the part of the Government

4.7 Payment to the consulting agency

4.7.1 Lumpsum remuneration

The consulting agency's total remuneration shall not exceed the Contract price and shall be a fixed lump sum including all staff costs, sub consultants costs, printing, communications, travel, accommodation and the like, and all other costs incurred by the Consulting Agency in carrying out the Services described in Appendix A.

4.7.2 Contract Price

The price payable in Indian Currency is set forth in Appendix C.

4.7.3 Terms and Conditions for payment

- i. Payments will be made to the account of the consulting agency and according to the payment schedule stated in Appendix C.
- ii. Payments will be made by the SIDBI/ Infra DFI within sixty days of its approval of the quality of the deliverable from the consulting agency against each milestone schedule in Annex C and receipt of the corresponding invoice from the Consulting Agency specifying the amount due.
- iii. Any advance payment shall be made as per the provisions of this contract by the SIDBI/ Infra DFI on provision of a bank guarantee acceptable to the SIDBI/ Infra DFI by the consulting agency for the same amount and to remain effective until the advance payment has been fully set off.

iv. Performance Bank Guarantee:

- The successful Bidder shall provide an unconditional and irrevocable Performance Bank Guarantee (PBG) in the form and manner provided by the SIDBI/ Infra DFI equivalent to 10% of the Total Contract Value from a scheduled commercial bank. The performance guarantee will be valid for the contract duration with additional 6 months towards invocation period
- The performance security is to be submitted after release of Purchase order and before release of first payment. On submission of PBG and accepted by the bank, EMD would be released. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
- In the event of non-performance of obligation or failure to meet terms of this PO / Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- The time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI / Infra DFI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI / Infra DFI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.
- The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due or if required.

5. Indemnification

- a. The consulting agency shall indemnify, hold and save harmless and defend at his/her own expenses the SIDBI/ Infra DFI and its personnel from and against all suits, claims, demands and liability of any nature whatsoever, including without limitations, costs and expenses arising out of acts or omissions of the consulting agency its employees and/or agents caused by or resulting from any operations(s) conducted by or on behalf of

the Consulting Agency

- b. The Consulting agency shall , at all times, further indemnify SIDBI/ Infra DFI against any damages, cost, expenses and/or claims occasioned by any infringement(s) of Copyrights or Intellectual property (IPRs) of any third party occasioned by the services acts or commissions or omission or or on behalf of the consulting agency.
- c. Any failure or delay on the part of any party to exercise right or power hereunder shall not operate as a waiver thereof
- d. Neither this contract nor any rights under it may be assigned by either party without the express prior written consent of the other party. However upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
- e. The consulting agency shall at all times indemnify the SIDBI/ Infra DFI against any claims which may be made under the Workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen, staff and agent of the consulting agency or to the person whether in the employment of the consulting agency or not

6. Fairness and Good Faith

6.1 Good Faith

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

7. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause G C 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in Clause 8.3

8.3 Dispute Settlement Mechanism

8.3.1 Arbitration

Any disputes arising out of or in connection with this Contract shall be submitted to arbitration to a sole arbitrator, if attempts at settlement by negotiations and/or conciliation have failed. Additional Secretary in Department of Financial Services shall act as Sole arbitrator. The arbitrator shall give its award on the costs, which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute. The venue of arbitration shall be at New Delhi in India. The arbitration shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time. In any arbitration proceeding hereunder:

- i. The English language shall be the official language for all purposes; and
- ii. The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction in New Delhi and the parties hereby waive any objections to or claims of immunity in respect of such enforcement.

8.3.2 Jurisdiction

In case of any dispute, jurisdiction shall be a court in the NCT of Delhi/New Delhi only.

Appendix A: Description of the Services with Timelines

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by SIDBI/Infra DFI, etc., milestone and schedule to achieve the said task(s)]

Appendix B: Key Personnel and Sub-consultants

[List under: -/ Titles [and names, if already available}, detailed job descriptions and minimum qualifications. experience of Personnel to be assigned, and period of engagement for each.]

Appendix C: Breakdown of Contract Price and Schedule of Payment

Assignment Cost:

GST payable as applicable

Payment Schedule

Milestones/Deliverables	%age	(Rs. In Lakhs) Exclusive of taxes

(*) Advance against bank guarantee

Part VIII: Formats

Format 1

General Details of the Bidder

A. Profile of Bidder

1. Name of bidder:
2. Location:

Regd. Office:

Controlling Office:

3. Date of incorporation & date of commencement of business:
4. Name and details (designation and Phone no.) of Authorized Signatory:

B. Financial Position of Bidder for the last three financial years (in INR Cr)

	2017-18	2018-19	2019-20
Profit After Tax			
Turnover from management consulting advisory business			

Place: _____

Name: _____

Date: _____

Signature of Bidder: _____

Format – 2

Team Composition

For the full duration of six (6) months of the project, the project leadership and the project team should be detailed in the format given below.

The details of each full-time dedicated individuals in the team (project manager and project team members) should be also be provided in the format given below. This annexure must be filled up in respect of all the team members who will be directly associated with project.

Details of the Project Leadership Team:

Name	Role	Nationality
	Project Head / Project Director	
	Domain Expert 1 (Transformation / Regulatory / Policy Experience)	
	Domain Expert 2 (Global Development Bank Consulting Experience)	
	Domain Expert 3 (Infrastructure Consulting Experience)	
	Domain Expert 4 (Financial markets, market micro-structures knowledge and consulting experience)	
	Other Members	

For the full-time dedicated individuals in the team (project manager and project team members):

Sl No	Name	Present position	Experience in (No of Years)	Area of expertise	Task/Role in proposed program

Add more rows as required

Team composition must continue till the completion of the project (six months).

Signature:

Name:

Designation:

Date:

Format – 3

(To be included in Technical Bid Envelope)

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2021.

Signature

(Company Seal)

In the capacity of
Duly authorized to sign bids for and on behalf of:

Format – 4

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

Item	Amount in (INR) Excluding GST	Amount in words Excluding GST
Total Consulting Fees (for the period of six months)	XXXX	XXXX

Terms and Conditions

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

Place: _____

Date: _____

Signature of Bidder: _____

Name: _____

Business Address: _____

Format – 5

COMPLIANCE SHEET

DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated in this **RFP Ref No.** **Date:** including all annexures, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the said RFP.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Authorized Signatory:

Seal

Date:

Place:

Format – 6

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on **<Date>** between, on one hand, SIDBI, having its head office at SIDBI, Swavalamban Bhavan, C-11, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter called the "ISSUING AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and **<BIDDER>** represented by **<Program Director>** (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the ISSUING AUTHORITY proposes to Appoint Management Consultant for for Setup of Infrastructure Development Financial Institution (Infra DFI) and the BIDDER/Seller is willing to offer/has offered the said services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the ISSUING AUTHORITY is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the ISSUING AUTHORITY to obtain the desired services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Commitments of the ISSUING AUTHORITY

1.1 The ISSUING AUTHORITY undertakes that no official of the ISSUING AUTHORITY, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The ISSUING AUTHORITY will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the ISSUING AUTHORITY will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the ISSUING AUTHORITY with full and verifiable facts and the same is prima facie found to be correct by the ISSUING AUTHORITY, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the ISSUING AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the ISSUING AUTHORITY the proceedings under the contract would not be stalled.

Commitments of BIDDER

2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the ISSUING AUTHORITY, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the ISSUING AUTHORITY or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.3 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.

2.4 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the ISSUING AUTHORITY that the BIDDER is the original Service Provider and has not engaged any individual or Bidder or company whether Indian or foreign to intercede, facilitate or in any way to recommend to

the ISSUING AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, Bidder or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the ISSUING AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the ISSUING AUTHORITY as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the ISSUING AUTHORITY, or alternatively, if any relative of an officer of the ISSUING AUTHORITY has financial interest/stake in the BIDDER's Bidder, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the ISSUING AUTHORITY.

Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs.5/- lakhs (Rupees five lakhs only) as Earnest Money/Security Deposit, with the ISSUING AUTHORITY through Bank Draft or a Pay Order in favour of SIDBI

4.2 The Earnest Money/Security Deposit shall be valid upto the conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the ISSUING AUTHORITY, including warranty period, whichever is later.

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

4.4 No interest shall be payable by the ISSUING AUTHORITY to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the ISSUING AUTHORITY to take all or any one of the following actions, wherever required:-

5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the ISSUING AUTHORITY and the ISSUING AUTHORITY shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the ISSUING AUTHORITY, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate or MCLR, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR or any other reference rate in lieu of LIBOR. If any outstanding payment is due to the BIDDER from the ISSUING AUTHORITY in connection with any other contract for any other services such outstanding payment could also be utilised to recover the aforesaid sum and interest.

5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the ISSUING AUTHORITY, along with interest.

5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the ISSUING AUTHORITY resulting from such cancellation/ rescission and the ISSUING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the ISSUING AUTHORITY.

5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the ISSUING AUTHORITY with the BIDDER, the same shall not be opened.

5.1.10 Forfeiture of Performance Bond in case of a decision by the ISSUING AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

5.3 The decision of the ISSUING AUTHORITY to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER undertakes that they have not offered similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before RFP submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the ISSUING AUTHORITY, if the contract has already been concluded.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of

commission, the ISSUING AUTHORITY or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

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

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the ISSUING AUTHORITY and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

The parties hereby sign this Integrity Pact at **<Location>** on **<Date>**

ISSUING AUTHORITY

BIDDER

Name of the Officer:
Designation:

Name of Authorised Representative
Designation:

Witness
1. _____
2. _____

Witness
1. _____
2. _____

Format – 7

Performance Bank Guarantee Format

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

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavalamban Bhavan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the SIDBI) having agreed to award a contract to M/s. ' _____ having its office at _____, (hereinafter called " The Consultant") for " Consultancy for **Setup of Infrastructure Development Financial Institution (Infra DFI)**" on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Consultant and SIDBI (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. ` . _____ (Rupees _____ only), for the due fulfillment by the Consultant of the terms and conditions of the said Order.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Consultant of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ` . _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Consultant failing or neglecting to perform the said Order for "**Setup of Infrastructure Development Financial Institution (Infra DFI)**" to SIDBI in the manner and in accordance with the Scope of Work, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Consultant under or by virtue of the said Order have been fully and

properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.

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

the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

11. We, (bank name, place) _____lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.

12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` _____ (Rupees _____).

13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.

14. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to ` _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)”

15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Mumbai

In witness where of we have set and subscribed our hand and seal this day of2021.

SIGNED, SEALED AND DELIVERED.

BY

AT

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

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....