



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

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

FOR

निष्पादन मूल्यांकन मेट्रिक्स को डिजाइन करना और सिडबी के लिए वित्तीय वर्ष 2022-23 का इम्पैक्ट बैलेंस शीट तैयार करना / Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23

भारतीय लघु उद्योग विकास बैंक / Small Industries Development Bank of India (SIDBI)  
प्लॉट नं. सी - 11, जी ब्लॉक / Plot No. C-11, G Block  
स्वावलम्भन भवन, बांद्रा ईस्ट / Swavalambhan Bhavan, Bandra East  
मुंबई - 400051 / Mumbai- 400051

Tender Reference Number: Tender No. 400/2023/1751/BYO/CAV  
Issued on November 18, 2022

वेबसाइट / Website: [www.sidbi.in](http://www.sidbi.in)

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

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### विवरण तालिका / DATA SHEET

आरएफपी संदर्भ संख्या और तारीख / RfP Ref no. and date	400/2023/1751/BYO/CAV
आरएफपी शीर्षक / RfP title	निष्पादन मूल्यांकन मेट्रिक्स को डिजाइन करना और सिडबी के लिए वित्तीय वर्ष 2022-23 का इम्पैक्ट बैलेंस शीट तैयार करना / Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23
असाइनमेंट का संक्षिप्त विवरण / Brief Description of the assignment	SIDBI intends to hire a consultant for conceptualization and designing of performance metrics for measurement of environmental and social impacts and preparation of Impact Balance Sheet of SIDBI for FY 2022-23
चयन की विधि / Method of Selection	Quality and cost-based selection (QCBS)  Technical and Financial weightage is 70:30
बोली पूर्व बैठक / Pre-bid meeting	25 नवंबर, 2022 को अपराह्न 3.00 बजे / 25 <sup>th</sup> November, 2022 by 03:00 p.m.  The meeting shall be virtual/online over Microsoft Teams. Only those agencies seeking clarification would be sent invite to attend the meeting.
प्रस्ताव प्रस्तुत करने की तिथि और समय / Proposal Submission date and time	9 दिसंबर, 2022/ को 1500 बजे तक या उससे पहले on or before 9 <sup>th</sup> December, 2022 by 1500 hrs.
प्रस्ताव प्रस्तुत करने का तरीका Mode of Proposal Submission	प्रस्ताव हाथ / कूरियर / डाक By hand/ courier/ post
प्रस्ताव जमा करने का पता / Address for proposal Submission	<b>महाप्रबंधक/The General Manager</b> <b>निगमित लेखा एवं भुगतान उद्भाग/Corporate Accounts and Payments Vertical</b> प्लॉट नं. सी - 11, जी ब्लॉक / Plot No. C-11, G Block स्वावलम्भन भवन, बांद्रा ईस्ट / Swavalambhan Bhavan, Bandra East, मुंबई - 400051 / Mumbai- 400051
निविदा दस्तावेज शुल्क / Tender document fee	₹2,360/- (including applicable GST)
बयाना राशि / Earnest Money Deposit (EMD)	All the responses must be accompanied by a refundable interest free security deposit i.e. Earnest Money Deposit (EMD) of amount of ₹1,70,000/- (Rupees One Lakh Seventy Thousand only).
संपर्क व्यक्ति / Contact Person	Shri Ved Prokash, DGM(CAPV) 022-67221518, <a href="mailto:vprakash@sidbi.in">vprakash@sidbi.in</a>

बोली वैधता / Bid Validity	बोली जमा करने की अंतिम तिथि से [180] दिन / [180] days from the last date of bid submission
स्वतंत्र बाहरी मॉनिटर (आईईएम) / Independent External Monitor (IEM)	Shri Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, R. R. District Hyderabad - 500089 Mobile: 9788919555 Email: knageshwarrao@gmail.com

## SECTION 1: LETTER OF INVITATION

Date: November 18, 2022

महोदय / महोदया,  
Sir / Madam,

### **SUB: Designing of Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23**

You are hereby invited to submit your, “**ELIGIBILITY AND TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” for providing services as defined in this RFP, which would form the basis for future negotiations and ultimately a contract between your firm and the Small Industries Development Bank of India (SIDBI).

2. The proposal complete in all respect should be submitted latest by December 09, 2022 **15:00 hours**.

3. The Agency will be selected following **Quality and Cost Based Selection (QCBS) method** as described in this RFP.

4. The RFP includes the following documents:

Date Sheet

Section 1 – Letter of Invitation

Section 2 – Terms of Reference/ Scope of Work

Section 3 – Eligibility and Evaluation

Section 4 – Instructions

Section 5 – Eligibility and Technical Proposal - Standard Forms

Section 6 – Financial Proposal - Standard Forms

Section 7 – I – Standard Form of Contract

II – General Conditions of contract & Appendices

5. The proposal submitted should be valid for **90 days** from the last date of submission without any changes in the proposed price. SIDBI will make its best efforts to complete the selection process within this period. SIDBI may solicit your consent to an extension of Proposal validity (but without any modification in the Financial Proposal), if needed.

6. Please note that the payment which you receive from this assignment will be subject to applicable tax liability as per rules.

7. SIDBI reserves the right to accept or reject any or all the Proposals in whole or part without assigning any reasons.

8. All clarifications / corrigenda will be published only on SIDBI website (<https://sidbi.in/tenders>).

Yours sincerely,

**Ved Prokash**  
Deputy General Manager

## **SECTION 2: TERMS OF REFERENCE / SCOPE OF WORK**

### **1. About SIDBI**

Small Industries Development Bank of India (SIDBI) was established on April 2, 1990 under an Act of Indian Parliament. It is the principal financial institution for the promotion, financing and development of Micro, Small & Medium Enterprises (MSMEs). Over the years, SIDBI has evolved itself as a one-stop institution to meet the various types of credit requirements of the MSME sector by offering specialized fund based and non-fund based financial products. Also, besides being a purveyor of credit, SIDBI endeavours to fulfil its developmental mandate by providing policy inputs to the Government of India as well as introducing innovative solutions, technology and processes for developing the MSME ecosystem in India. In keeping with the spirit of innovation and entrepreneurship, SIDBI has also evolved its bouquet of offerings over the years. It plays a significant role in developing the financial services for MSME sector through various interventions viz Direct Finance, Refinancing and onlending, Credit Guarantee programs, Development of the MFI sector, Contribution to Venture capital/ AIF funds, MSME ratings, promoting digital lending ecosystem, etc.

SIDBI has been collaborating with banking institutions, industry partners, multilateral and bilateral agencies, and other relevant stakeholders in accelerating low carbon transition of the MSMEs in line with the several policies and initiatives of the Government of India. For instance, SIDBI has been proactively working toward Energy Efficiency (EE) in MSMEs since 2005-06 as part of direct finance business using several credits received from JICA, AFD, KFW etc. for energy efficient projects. Bank proposes to accelerate its efforts for MSME sector for their survival, growth and competitiveness in long run during prevailing climate related challenges.

### **2. Objective of the Assignment**

The organisations are moving towards sustainable growth for which the traditional accounting systems which are just measuring profits, return on business/investments etc. are being found to be inadequate. Sustainability has become increasingly critical for organizations to remain relevant and competitive which is amalgamation of Environment, Social, and Governance (ESG) therefore, the financial balance sheets of the organisations need to take measure of environmental and social impacts of their actions for measuring true impacts made by an organization. Further, strategic goals pertaining to access to

finance, sustainable development and development of entrepreneurial ecosystem (i.e. enterprises set up, counselled, trained, etc.) may also be factored.

SIDBI in its endeavour to be a responsible and sustainable financial institution, intends to measure and report various dimensions of impacts of its operations as Impact Balance Sheet. In this direction SIDBI intends to hire a consultant who will be responsible for conceptualizing and preparing a framework with performance metrics for measuring impacts of SIDBI's operations i.e., both financial and non-financial and preparation of Impact Balance Sheet for FY 2022-23 as well as suggest measures to monetize the impact standing through cheap funds/ grants etc.

### **3. Scope of Work**

The scope of work will cover the following broad activities which are enumerated below for reference and are indicative in nature. Bank shall have the right to make further additions/ modifications in the scope of the project:

#### **A. Inception stage:**

- i. The consultant shall study the similar performance metrics adopted by leading organisations nationally and/or internationally, in particular by the Development Financial Institutions (DFIs).
- ii. The consultant shall study and understand the business operations of SIDBI both financial and non-financial. SIDBI's operations are broadly categorized under (i) Direct Financing, where SIDBI directly lends to MSMEs through its more than 80 branches located all over the country, and (ii) Indirect Financing (Refinancing and onlending) through Banks/ NBFCs/ MFIs, where SIDBI provides financial assistance to various financial institutions (Banks, NBFCs, MFIs) for onlending to MSMEs.
- iii. The consultant also needs to take into account various other activities and initiatives being undertaken by SIDBI in the fields of Energy Efficiency, Green Finance, Renewable Energy, Govt schemes, CSR, Promotion and Development, Entrepreneurship Development, capacity building, ecosystem development etc.
- iv. The consultant shall prepare a format for collection of data from various verticals/ offices of SIDBI as per the requirements of the assignment. Data collection will be the responsibility of consultant from various verticals/ offices and the procuring entity will provide necessary assistance to consultant.
- v. The consultant should interact with all stakeholders e.g. concerned verticals of

SIDBI, the beneficiaries, different financial institutions involved in Refinancing and onlending operations etc. to better understand the benefits accrued/ impact.

- vi. The consultant needs to take into account various aspects of Direct/Indirect credit lending of SIDBI which have been able to create difference / enhance employment / enhancement of different Govt. schemes like Make in India etc.
- vii. Impact assessment shall also cover the activities of Subsidiaries (3 nos) and Associate concerns (4 nos.) of SIDBI.

**B. Intermediate stage:**

- i. The consultant shall prepare a concept note with suggestions for broad measurable performance metrics and a draft framework for Impact Balance Sheet for SIDBI, along with data points required for measurement/ assessment.
- ii. The consultant shall present different sets of metrics (at least 2-3) for assessing impact with its pros and cons in the concept note.
- iii. The draft Impact Balance Sheet template shall be prepared after finalization of performance metrics in consultation with SIDBI.
- iv. The final template of Impact Balance Sheet shall be prepared after incorporating the feedback received on draft Impact Balance Sheet.
- v. The consultant shall collect required data for preparation of Impact Balance Sheet for the FY 2023 based on the performance metrics and template finalized.

**C. Final report preparation stage:**

- i. The consultant shall prepare Impact Balance Sheet based on the performance metrics defined for the FY 2023 along with suggestions for future improvement in measurement of impacts.
- ii. The consultant will also provide suggestions for future improvements in Impact Balance Sheet and the performance metrics as SIDBI intends to make it a regular exercise with reporting of Impact Balance Sheet as part of its Annual Report.
- iii. The consultant shall also adapt the Impact Balance Sheet as per the reporting style of SIDBI's Annual Report and may suggest placement of major impacts to be highlighted in the Annual Report.
- iv. The consultant shall also develop graphical reporting of impacts so that the information may be disseminated and highlighted in proper ways.
- v. The consultant may also be required to present the Impact Balance Sheet to select officials, as per the requirement of SIDBI.



**D. Institutionalising:**

Based on submission of final report, consultant shall finalise the entire flow chart, strategy for implementing the impact measurement (in various verticals and institution as a whole), measures/guidelines to be adhered while providing financial and non-financial supports to MSME eco system keeping in view the impact assessment analysis. Also the consultant shall suggest measures to Bank to monetise its impact standing through continuous measurement and monitoring, so as to raise cheaper funds and grant support from domestic and global impact investors/ foundations.

**E. General:**

- i. The impact assessment shall primarily cover all regions /offices of SIDBI to give a holistic picture of the impact analysis of SIDBI, a well conceptualized sampling methodology may also be deployed.
- ii. The consultant shall be responsible for analyzing the information/ data required for the assignment and shall directly collect required data/ information from available sources.
- iii. Keeping in view the use of Impact Balance sheet for subsequent years for monitoring /monetization purpose and based on the performance of the selected vendor in carrying out present assignment, the possibility / likelihood of awarding follow-on assignment to the selected vendor may be exercised by SIDBI at its sole discretion.
- iv. Bank also reserves the sole right for carrying out any amendments/ modification / changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on SIDBI's website [www.sidbi.in](http://www.sidbi.in) and these will be binding on the bidders.
- v. SIDBI is not responsible for the arithmetical accuracy of the bid. The consultants /bidders will have to ensure all calculations are accurate.

**4. Duration of the Assignment**

The duration of the assignment shall be 05 (five) months, which may be extended by another one month based on the requirement after mutual agreement.

## 5. Key Professionals

An indicative manpower requirement of key experts with desired qualification and experience is given in the table below.

<b>S. N.</b>	<b>Key Personnel</b>	<b>No.</b>	<b>Desired qualification and experience</b>
a.	Project Leader	1	Graduate/ Post graduate level education in management/ commerce with at least 8 years of work experience in the field of sustainable growth/ environmental impact/ social impact etc. He/ She should have handled at least one project of similar nature as project lead.  Hands-on Experience of the preparation of Sustainability Report based on the GRI protocol would be desirable.
b.	Domain Expert	1	Graduate/ Post graduate level education in engineering/ management/ commerce with at least 5 years of work experience related to MSME lending/ MSME operations/ sustainable growth/ etc.  Hands-on Experience of the preparation of Sustainability Report based on the GRI protocol would be desirable.
c.	Environmental Expert	1	Graduate/ Post graduate level education in environment related field with at least 5 years of work experience in the field of sustainability/ environmental impact etc.  Hands-on Experience of the preparation of Sustainability Report based on the GRI protocol would be desirable.
d.	Social Expert	1	Graduate/ Post graduate level education in social science related field with at least 5 years of work experience in the field of corporate social responsibility/ social impact etc.  Hands-on Experience of the preparation of Sustainability Report based on the GRI protocol would be desirable.

## 6. Payment Terms and Time Schedule for Deliverables

S. N.	Deliverables	Duration <sup>i</sup>	Payment Terms <sup>ii</sup>
a.	Preparation and acceptance of concept note with broad framework of Impact Balance Sheet after studying and understanding the business operations of SIDBI both financial and non-financial	0 to 6 weeks	15%
b.	Submission and acceptance of performance metrics for preparation of Impact Balance Sheet with reference case studies preferably from leading financial institution (domestic/global). Also collecting data from various verticals for preparing impact Balance Sheet for FY 2023	7 to 12 weeks	25%
c.	Submission and acceptance of Impact Balance Sheet for FY 2023 along with performance metrics and suggestions for future improvement in impacts	13 to 21 weeks	60%
Total			100%

<sup>i</sup> Duration is considered from date of contract signing.

<sup>ii</sup> Payment with respect to total contract value.

### SECTION 3: Eligibility and Technical Evaluation Criteria

**1. Eligibility:** For the purpose of eligibility, the following criteria shall apply:

S. N.	Eligibility Criteria	Documents to be submitted
i.	The Agency should be an entity registered under relevant Act and in Operations at least for <b>five (5) years</b> as on RFP issuance date.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate
ii.	The Agency should have minimum <b>3 years experience</b> of handling similar projects related to designing of performance metrics/ impact evaluation/ development of impact balance sheet/conceptualise monetization of impact/ preparation of sustainability report preferably for Development Financial Institutions (DFIs).	Work order / Contract copy / Completion Certificate of relevant past experience to be furnished by the Agency
iii.	The Agency should have average annual revenue of at least <b>₹10 crore</b> and profit making during last three financial years i.e. 2019-20, 2020-21, 2021-22	Information to be provided as per Format duly signed by CA (on the basis of financial statements of respective FYs.
iv.	The Agency should not be owned or controlled by any Director or Employee of SIDBI (or their Relatives)	Self-Declaration as per Format
v.	The Agency has not been censured/ blacklisted/ banned/ barred/ disqualified/ prohibited by Govt. of India or State Government or any Bank / RBI/ IBA / SEBI/ any regulatory authority or any court of law including NCLT/ NCLAT or any quasi-judicial authority or any other statutory authority.	Self-declaration as per Format
vi.	Agency should have an office/branch office in Mumbai / New Delhi / Lucknow.	Profile of Agency indicating all such details.

**2. Technical evaluation Criteria:** The eligible technical proposals will be evaluated based on the criteria given below and each proposal will be awarded a technical score

(St). The maximum points/ marks to be given under each of the evaluation criteria are:

S. N.	Criteria	Marks	Marking Method
<b>1.</b>	<b>Agency's experience</b>	<b>20</b>	(enclose details as per format given along with supporting documents)
1.1	Years of similar experience (relaxation for MSE and start up as per applicable guidelines)	5	<ul style="list-style-type: none"> <li>• More than 7 years - 5</li> <li>• 5 to 7 years – 3</li> <li>• 3 to 4 years – 2</li> </ul>
1.2	No. of similar projects handled	10	<ul style="list-style-type: none"> <li>• More than 5 projects - 10</li> <li>• 3 to 5 projects – 8</li> <li>• 1 to 2 projects – 5</li> </ul>
1.3	Similar projects handling experience for financial institutions (FIs)/Banks/NBFCs	5	<ul style="list-style-type: none"> <li>• More than 5 FIs – 5</li> <li>• 3 to 5 FIs – 3</li> <li>• 1 to 2 FIs – 2</li> </ul>
<b>2</b>	<b>International Presence</b>	<b>10</b>	<ul style="list-style-type: none"> <li>• More than 4 projects – 10</li> <li>• 3 to 4 projects – 8</li> <li>• 1 to 2 projects – 5</li> </ul>
<b>3.</b>	<b>Key professionals</b>	<b>30</b>	(Provide CVs of experts as per format given)
3.1	Team leader	10	<ul style="list-style-type: none"> <li>• Education qualification – 3</li> <li>• Relevant experience <ul style="list-style-type: none"> <li>• More than 5 years - 7</li> <li>• 4-5 years – 5</li> <li>• 1-3 years - 2</li> </ul> </li> </ul>
3.2	Domain expert	10	<ul style="list-style-type: none"> <li>• Education qualification – 3</li> <li>• Relevant experience <ul style="list-style-type: none"> <li>• More than 5 years - 7</li> <li>• 4-5 years – 5</li> <li>• 1-3 years - 2</li> </ul> </li> </ul>
3.3	Environmental expert	5	<ul style="list-style-type: none"> <li>• Education qualification – 2</li> <li>• Relevant experience <ul style="list-style-type: none"> <li>• More than 5 years - 3</li> <li>• 4-5 years – 2</li> </ul> </li> </ul>

			<ul style="list-style-type: none"> <li>• 1-3 years - 1</li> </ul>
3.4	Social expert	5	<ul style="list-style-type: none"> <li>• Education qualification – 2</li> <li>• Relevant experience                             <ul style="list-style-type: none"> <li>• More than 5 years - 3</li> <li>• 4-5 years – 2</li> <li>• 1-3 years - 1</li> </ul> </li> </ul>
<b>4.</b>	<b>Approach, Methodology and Work Plan</b>	<b>25</b>	(Provide details as per format)
4.1	Approach and methodology	20	<ul style="list-style-type: none"> <li>• Very good – (16 to 20)</li> <li>• Good – (11 to 15)</li> <li>• Satisfactory – (upto to 10)</li> </ul>
4.2	Work plan	5	<ul style="list-style-type: none"> <li>• Very good – (4 to 5)</li> <li>• Good – (2 to 3)</li> <li>• Satisfactory – (upto to 1)</li> </ul>
<b>5.</b>	<b>Financial capability</b>	<b>15</b>	(Provide details as per format given)
5.1	Average revenue during last three FYs i.e. 2019-20, 2020-21 & 2021-22 (relaxation for MSE and Start up as per applicable guidelines)	10	<ul style="list-style-type: none"> <li>• More than Rs. 50 crore – 10</li> <li>• More than Rs. 20 crore to upto Rs. 50 crore – 8</li> <li>• Rs. 10 crore to Rs. 20 crore – 5</li> </ul>
5.2	Average profit during last three FYs i.e. 2019 – 20, 2020-21 & 2021-22 (relaxation for MSE and start up as per applicable guidelines)	5	<ul style="list-style-type: none"> <li>• More than Rs. 5 crore – 5</li> <li>• More than Rs. 3 crore to Rs. 5 crore – 3</li> <li>• Upto Rs. 3 crore – 2</li> </ul>

The minimum score required to qualify technical evaluation is 70 marks out of 100. SIDBI will notify Agencies who fail to qualify technical evaluation and return their Financial Proposals unopened after completion of the selection process. In case 3 Agencies are not getting minimum marks then top 3 scoring Agencies subject to minimum 60 marks shall qualify.

## SECTION 4: INSTRUCTIONS

### 1 INTRODUCTION

- 1.1 SIDBI intends to select a Firm / Organization / Agency in accordance with the specified method of selection for completion of the services as described in this RFP. Agencies shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that SIDBI's decisions are without any right of appeal whatsoever.
- 1.2 Agencies are invited to submit Technical and Financial Proposals in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- 1.3 The Proposal will form the basis for contract signing with the selected Agency. The Agency shall provide its services in accordance with the Terms of Reference (ToR) of this RFP.
- 1.4 Agency should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 1.5 Agency shall bear all costs associated with the preparation and submission of their proposals, and contract negotiation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SIDBI or any other costs incurred in connection with or relating to its Proposal.
- 1.6 SIDBI is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agencies.
- 1.7 SIDBI requires that the selected Agency provide professional, objective, and impartial advice and at all times hold SIDBI's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- 1.8 The selected Agency shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of SIDBI.
- 1.9 The Agencies are required to observe highest standards of ethics during the Selection Process and execution of such assignment. It should strictly observe the laws against fraud and corruption in force in India.

### 2 SELECTION PROCESS

- 2.1 The Bids shall comprise of two parts namely the Technical and Financial Proposals to be submitted in two separate sealed envelopes.
- 2.2 The Technical Proposal along with EMD and Financial Proposal shall be placed in a sealed envelope with RFP title on top of the outer envelope.
- 2.3 All proposals will be evaluated for eligibility criteria first and technical evaluation will be carried out only for Agencies meeting the eligibility criteria. Based on this technical evaluation, a list of technically qualified Agencies shall be prepared.
- 2.4 Financial Proposals of only technically qualified Agencies will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFP. The first ranked agency shall be invited for Negotiations/ Contract signing.
- 2.5 **Number of Proposals:** No Agency or its Associate shall submit more than one Proposal.
- 2.6 **Right to reject any or all Proposals:** Notwithstanding anything contained in this RFP, SIDBI reserves the right to accept or reject any Proposal and to annul the

Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 2.7 Without prejudice to the generality of above, SIDBI reserves the right to reject any Proposal if:
- 2.7.1 at any time, a material misrepresentation is made or discovered, or
  - 2.7.2 the Agency does not provide, within the time specified by SIDBI, the supplemental information sought by SIDBI for evaluation of the Proposal.

### **3. CLARIFICATION AND AMENDMENT**

- 3.1 Agencies may seek clarification before or during the Pre-Bid Meeting scheduled as per this RFP. Any request for clarification must be sent by email to SIDBI.
- 3.2 At any time before the submission of Proposals, SIDBI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Agency, modify the RFP documents by an amendment.
- 3.3 All amendments / corrigenda will be posted only on SIDBI's Official Website. In order to afford the Agencies a reasonable time for taking an amendment into account, or for any other reason, SIDBI may at its discretion extend the Proposal Submission Date.

### **4 PRE-BID MEETING**

- 4.1 Pre-Bid Meeting will be convened as per schedule provided in Data Sheet. A maximum of two authorized representatives of each Agency shall attend the meeting. Agencies willing to attend the pre-bid should inform SIDBI beforehand in writing through email.
- 4.2 During the course of Pre-Bid Meeting, the Agency may seek clarifications and make suggestions for consideration of SIDBI.
- 4.3 SIDBI will provide clarifications and such further informations as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

### **5 OWNERSHIP OF DOCUMENT AND COPYRIGHT**

- 5.1 All the deliverables and outputs shall remain the property of SIDBI and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of SIDBI.
- 5.2 In the case of any deliverables by Agency consisting of any Intellectual Property Rights ("IPR") of the Agency, the Agency shall provide SIDBI with necessary irrevocable royalty-free license to use such IPR.
- 5.3 Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of SIDBI

### **6 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)**

- 6.1 All the responses must be accompanied by a refundable interest free security deposit i.e. Earnest Money Deposit (EMD) of amount of ₹1,70,000/- (Rupees One lakh Seventy Thousand only).
- 6.2 EMD should be in the form of Demand Draft / Pay order / Bankers Cheque in favour



of “Small Industries Development Bank of India” or through online fund transfer to SIDBI as per Bank account details mentioned below 6.3.

- 6.3 The Demand Draft should be of a Scheduled Commercial Bank only (as per details below) and will be accepted subject to the discretion of SIDBI.

*Name of the A/c Holder: Small Industries Development of India (SIDBI)*

*Current A/c Number: 018102000015312*

*Bank Name: IDBI Bank Ltd.*

*Branch Name: Chembur, Mumbai*

*IFSC Code: IBKL0000018*

*PAN details of SIDBI: AABCS3480N*

*GSTIN (Maharashtra) - 27AABCS3480N2ZX*

6.4 Request for exemption from EMD / Bid Security will not be entertained. However, Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible for benefits as notified under Procurement Policy for Micro and Small Enterprises 2012 (amended 2018 and 2021).

6.5 Any bid received without EMD / Bid Security in proper form and manner shall be considered unresponsive and rejected

6.6 No interest will be paid on EMD.

6.7 The EMD amount of all unsuccessful bidders would be refunded immediately upon occurrence of any of the following events, whichever is earlier:

a) Receipt of the acceptance of the contract from the successful bidder.

OR

b) The end of the bid validity period, including extended period (if any),

OR

c) Issue of Letter of Intent /Purchase Order to the successful bidder.

6.8 Successful Bidder will be refunded the EMD amount after submission of the acceptance of the offer letter/signed contract/documents by the bidder.

6.9 The EMD may be forfeited if:

a) Bidder withdraws its bids during the period of bid validity.

b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

c) In case of successful Bidder, if the Bidder fails to sign the contract

d) Besides forfeiting the EMD, SIDBI may ban the bidder from subsequent bidding for a period of 3 years.

## **7 PRE CONTRACT INTEGRITY PACT (IP)**

- 7.1 IP is an agreement between the prospective vendors / service providers and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 7.2 The respondent / bidder has to submit signed Pre-Contract Integrity Pact (IP) as per the format at Annexure-Form T-6 on non-judicial stamp paper of requisite value (to be borne by the service provider) applicable at the place of its first execution.

## **8 ELIGIBILITY OF AGENCIES**

- 8.1 Agency 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.
- 8.2 Agency shall not have a conflict of interest that may affect the Selection Process or the assignment. Agency found to have a Conflict of Interest shall be disqualified. In the event of disqualification, SIDBI will forfeit and appropriate the Bid Security of Agency.
- 8.3 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Submission Date, would not be eligible to submit a Proposal either by itself or through its Associate.
- 8.4 Agency or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Agency or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Agency or its Associate.

## **9 PREPARATION OF PROPOSAL**

- 9.1 Proposals should be prepared preferably in English Language and strictly as per formats provided in this RFP. SIDBI will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 9.2 Agencies are expected to thoroughly examine the RFP Document for deficiencies and their rectification in providing the information requested may result in rejection of a Proposal.
- 9.3 Proposals shall be typed and signed by the Authorised Representative of the Agency who shall initial each page, in blue ink.
- 9.4 SIDBI may ask to provide additional material information or documents subsequent to the date of submission in case of clarification needed; however, unsolicited material if submitted will be summarily rejected.
- 9.5 Similarly, Power of Attorney for authorised representative shall also be furnished as per the formats available in the RFP.
- 9.6 **Technical Proposal:** While preparing the Technical Proposal, Agency must give particular attention to the following:
  - 9.6.1 The composition of the proposed Team and Task Assignment to each personnel shall be clearly stated.
  - 9.6.2 The Key Personnel shall remain available for the period as indicated in the RFP Document.
  - 9.6.3 No alternative proposal for any Key Personnel shall be made and only one

- CV for each position shall be furnished.
- 9.6.4 Proposed Key Personnel must sign their CV with date and countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of Key Personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised signatory shall be required in original.
- 9.6.5 Key Personnel shall meet the educational qualification and the work experience as defined in RFP.
- 9.6.6 Agency to ensure that the proposed Key Personnel work full time on the assignment and does not conflict with the time allocated or proposed for any other assignment.
- 9.6.7 The projects shown under past experience should be supported with copy of the contract/ work orders along with completion certificate indicating the details of previous assignment completed, Client, value of assignment/ proportionate value in use of projects/ assignment in process date and year of award. Agency shall self-certify if the firm has done assignments on Non-Disclosure Agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance.
- 9.6.8 Agency's experience for recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- 9.6.9 The comments and suggestions of Agency on the RFP / Contract / TOR are not binding and shall not affect the financial proposal.
- 9.6.10 Detailed Approach and Methodology for undertaking the Assignment.
- 9.6.11 The Agency shall make the assessment of support personnel both technical and administrative to undertake the Assignment. They shall provide additional support and administrative staff as needed for the timely completion of the Assignment within the total estimated cost. Agency should provide time estimates of Key Personnel as well as support staff in the staffing schedule.
- 9.6.12 Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.
- 9.6.13 The technical proposal must not include any financial information.
- 9.7 **Financial Proposal:** In submitting the Financial Proposal, the Agency shall adhere to the following requirements:
- 9.7.1 The Financial Proposal shall take into account all the expenses, tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Agencies and their staff. The Agency shall be paid only applicable GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
- 9.7.2 The Proposal is a lump-sum contract and price quoted by the Agency shall take into account the expense on salaries of Key and non-key personnel deployed on the assignment and related out of pocket expenditure.
- 9.7.3 In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered for evaluation purposes.
- 9.7.4 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- 9.7.5 The Financial Proposal shall be divided into remuneration for Personnel and other expenses as per forms prescribed in this RFP. The breakup of the

remuneration and other expenses should match the total cost of the Financial Proposal. The Evaluation Committee will determine whether the submitted Financial Proposals are complete and correct any arithmetical errors. When correcting computational errors, in case of discrepancy between (a) a partial amount and the total amount, the partial amount shall prevail; (b) words and figures, the words shall prevail.

- 9.7.6 Agencies shall express the price of their services (including break down of their costs) in Indian Rupees.
- 9.7.7 The rates and amounts indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

## **10 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

- 10.1 Agency shall submit proposals in original, with copy, if required / as specified in Data Sheet. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.
- 10.2 Bid Security/ EMD and the Technical Proposal placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL – Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23 " and the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL - Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23 " shall be placed in a sealed envelope clearly marked "RFP- Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23". These two (2) sealed envelopes i.e. Technical and Financial Proposal shall be placed into an outer sealed envelope bearing the submission address and Name of Assignment.
- 10.3 The complete Proposal must be delivered at the submission address mentioned in Data Sheet on or before submission date. No Proposal shall be accepted after the closing time.
- 10.4 After the deadline for submission of proposals the Technical Proposal shall be opened by the Evaluation Committee to evaluate the Proposals. The Envelope containing the Financial Proposals shall remain sealed.
- 10.5 After the Proposal submission until the contract is awarded, if any Agency wishes to contact SIDBI on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence SIDBI during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the Agency's proposal.

## **11. PROPOSAL EVALUATION**

- 11.1 As part of the evaluation, the Technical Proposal shall be checked for eligibility in accordance with the eligibility criteria defined in this RFP.
- 11.2 Technical Proposals which are found to be eligible would be considered for further detailed technical evaluation.

### 11.3 Technical Evaluation

- 11.3.1 To facilitate evaluation of Proposals, SIDBI may, at its sole discretion, seek clarifications from any Agency regarding its Proposal.
- 11.3.2 The evaluation committee constituted by SIDBI will carry out the technical evaluation of Proposals on the basis of evaluation criteria and points system described in this RFP.
- 11.3.3 Evaluators of Technical Proposals shall have no access to the Financial Proposals until technical evaluation, is concluded.
- 11.3.4 A proposal will be disqualified for further evaluation if it fails to score minimum technical score as described in this RFP.
- 11.3.5 SIDBI will notify Agencies who fail to score the minimum technical score and return their Financial Proposals unopened after completion of the selection process.
- 11.3.6 The Proposal which secures the highest marks (T<sub>m</sub>) will be given a technical score (S<sub>t</sub>) of 100 points. The technical scores (S<sub>t</sub>) of the other Technical Proposals will be determined using the formula:

$$S_t = 100 \times T/T_m;$$

in which S<sub>t</sub> is the technical score, T<sub>m</sub> is the highest score secured by a Proposal, and T is the score of the Proposal under consideration.

### 11.4 Financial Evaluation

- 11.4.1 SIDBI will notify the Agencies, who qualify the technical evaluation, the date and time for opening of the Financial Proposals. The notification may be sent by electronic mail.
- 11.4.2 The Financial Proposals will be opened publicly in the presence of Agency's representatives who choose to attend. The name of the agencies, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
- 11.4.3 The Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms of RFP before completion of Financial evaluation.
- 11.4.4 The price given in the Financial Proposal shall be deemed as final and consisting of total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Agency to be compensated.
- 11.4.5 The lowest cost (F<sub>m</sub>) will be given a financial score (S<sub>f</sub>) of 100 points and score of the other Financial Proposals will be determined using the following formula:

$$S_f = 100 \times F_m/F;$$

in which S<sub>f</sub> is the financial score, F<sub>m</sub> is the lowest cost and F is cost of Proposal under consideration.

- 11.4.6 Proposals will be ranked in accordance with their combined technical (S<sub>t</sub>) and financial (S<sub>f</sub>) scores:

$$S = S_t \times T_w + S_f \times F_w;$$

where S is the combined score, and T<sub>w</sub> and F<sub>w</sub> are weights assigned to Technical Proposal and Financial Proposal.

11.4.7 The Agency achieving the highest combined technical and financial score will be considered for selection and will be invited for negotiation, if any.

11.4.8 The selected agency will be issued Letter of Award (LoA) and contract will be signed between both parties as per the draft contract given in this RFP.

## 12 NEGOTIATIONS

12.1 The Agency may be invited for technical negotiations to bring clarity on about obligations of the Agency under this RFP. The negotiations will involve discussions on deployment of Key Personnel, understanding of the Scope of Work, methodology and work plan etc.

12.2 The negotiations may include clarifications on agency's tax liability and unless there are valid reasons, remuneration rates or other proposed unit rates will not be discussed.

## 13 SUBSTITUTION / REPLACEMENT OF KEY PERSONNEL

13.1 Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personnel, subject to, equally or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.

## 14 AWARD OF CONTRACT

14.1 Letter of Award (LoA) will be issued by SIDBI to the selected Agency and the Agency shall within 7 (seven ) days of the receipt of the LoA, submit signed copy of LoA as acceptance of award.

14.2 **Performance Security:** Performance Security equivalent to 5% of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by SIDBI until the completion of the assignment by the Agency and be released 180 days after the completion of the assignment.

14.3 **Execution of contract:** After acceptance of LoA and furnishing of Performance Security, the Agency shall execute the Agreement within 7 (seven ) days from the date of issue of LoA.

14.4 **Commencement:** The Agency will be expected to commence the Assignment on the date of Commencement of Services as prescribed.

## 15 CONFIDENTIALITY

15.1 Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the Agencies who have not submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

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

- 15.3 Confidential Information means information which is by its nature confidential or is designated by SIDBI as confidential and besides being perpetual, includes:
- i. All information marked or otherwise designated as confidential;
  - ii. Information which relates to the financial position; the internal management structure, the Personnel, policies and strategies of bank,
  - iii. Bank Data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank or other information or data whether such data is permanent or otherwise;
  - iv. Any other information which the parties specifically declared as confidential.
- 15.4 The restriction imposed in this clause does not apply to any disclosure of information:
- i) Which at the material time was in the public domain other than by breach of this clause; or
  - ii) Which is required by law to be communicated to a person who is authorized by law to receive that information.
- 15.5 The selected bidder shall execute separate non-disclosure agreement immediately after the selection.

## **16 PREFERENTIAL / MANDATORY PURCHASE FROM CERTAIN SOURCES**

### **16.1 Public procurement policy for Micro and Small enterprises (MSEs)**

- 16.1.1 MSEs registered under Udyam Registration are eligible for benefits as notified under Procurement Policy for Micro and Small Enterprises 2012 (amended 2018 and 2021).
- 16.1.2 MSEs will be exempted from payment of tender document fee and Earnest Money Deposit (EMD), if any.
- 16.1.3 MSEs may also be given relaxation in prior turnover and prior experience.
- 16.1.4 MSE suppliers may be given priority in payment processing and period for payment should not exceed 45 days after supplies.
- 16.1.5 MSEs quoting within price band of L1+15 % shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than MSE and such MSE shall be allowed to supply upto 25% of total tendered value. The 25% quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.
- 16.1.6 Within this 25% quantity, a purchase preference of 4% (that is 16% of 25%) is reserved for MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price).
- 16.1.7 Out of the total annual procurement from MSEs, 3% from within the 25% target shall be earmarked for procurement from Micro and Small Enterprises owned by women.
- 16.1.8 However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percentage sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three percentage earmarked to women entrepreneurs will be met from other MSEs.
- 16.1.9 MSEs would be treated as SC/ST entrepreneurs:
- i. In case of proprietary MSE, proprietor(s) shall be SC/ST
  - ii. In case of partnership MSE, SC/ST partners shall be holding at least 51% shares in the unit
  - iii. In case of private limited companies, at least 51% share shall be held by

SC/ST promoters

16.1.10 In case of tender item cannot be split or divided etc. the MSE quoting a price within the band L1+51% may be awarded for full/complete supply of total tendered value to MSE, considering the spirit of the policy for enhancing Govt. procurement from MSE.

**16.2 Procurement Preference to Make in India (PPP-MII)**

16.2.1 To encourage 'Make in India' and to promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India) Order 2017. For the purpose of this Order:

- a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value in percent.
- b. 'Class-I local supplier' means a supplier or service provider whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this order.
- c. 'Class-II local supplier' means a supplier or service provider whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this order.
- d. 'Non-Local supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content less than as prescribed for 'Class-II local supplier' under this order.
- e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- b. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class 1 local supplier' may be above the L1 for the purpose of purchase preference.
- c. 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- d. 'Procuring Entity' means a Ministry or Department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government Companies as defined in the Companies Act.
- e. 'Works' means all works as per Rule 130 of GFR 2017 and will also include 'turnkey works'.

16.2.2 Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local supplier' for different types of procurement

- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier' as defined under the Order shall be eligible to bid irrespective of purchase value.
- b. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order shall be eligible to bid in procurements undertaken by procuring entities, except when global Tender Enquiry has been issued. In Global



tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by above para and with estimated value of purchases less than Rs. 200 crore in accordance with Rule 161(iv) GFR 2017, Global tender enquiry shall not be issued except with the approval of Competent Authority as designated by Department of Expenditure.

- c. For the purposes of this order, Works includes Engineering, Procurement and Construction (EPC) contracts and services include Service Integrator contracts.

### 16.2.3 Purchase Preference

16.2.3.1 Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder:

- a. In the procurement of goods or works which are divisible in nature 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:
  - i. Among all qualified bidders, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier' 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-1 local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-1 local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest Class-I local supplier fails to match L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- b. In the procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:
  - i. Among all qualified bidders, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', lowest bidder among the 'Class-1 local supplier' will be invited to match the L1 price subject to the Class-1 local supplier's quoted price falling within the margin of purchase preference, and contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

- c. 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

16.2.3.2 In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the Nodal Ministry, only 'Class-I local supplier' shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local supplier'.
- b. In other cases 'Class-II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class-I local supplier' as per provisions of this order.
- c. If 'Class-I local supplier' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-1 local supplier' do not qualify for award of contract for at least 50% of the tendered quantity purchase preference should be given to 'Class-I local supplier' over Class-II local suppliers/ Non local suppliers provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local supplier' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rate fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraints of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

16.2.3.3 The local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier' the local content requirement is minimum 20%.

16.2.3.4 The margin for purchase preference shall be 20%.

16.2.3.5 Verification of local content

- a. The suppliers at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide, self certification that the item offered meets the local content requirement for 'Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the locations(s) at which the local value addition is made.
- b. In cases of procurement for value in excess of Rs. 10 crore, 'Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of Code of Integrity under Rule 175(1)(i)h of GFR 2017 for which a bidder or its successor can be debarred

for upto 2 years as per Rule 151(iii) of GFR along with other actions as may be permissible under law.

- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

### **16.3 Relaxation to Startups**

16.3.1 The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department for Promotion of Industry and Internal Trade (DPIIT)) subject to meeting quality and technical specifications.

16.3.2 An entity shall be considered as 'Startup' as defined by DPIIT:

- i. Upto 10 years from the date of its incorporation/registration.
- ii. If its turnover for any of the financial years has not exceeded Rs. 100 crore.
- iii. It is working towards innovation., development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.
- iv. Provided further that in order to obtain benefits a Startup so identified under the above definition shall be required to be recognised as 'Startup' by DPIIT.

## SECTION 5: ELIGIBILITY AND TECHNICAL PROPOSAL – STANDARD FORMS

Form T-1	Technical Proposal Submission Form
Form T-2	Information about Agency
Form T-3	No Ownership or Control of SIDBI Directors/ Employees (or relatives)
Form T-4	Not penalized or Found Guilty in any Court of Law
Form T-5	Self Certification for Local Content
Form T-6	Pre-Contract Integrity Pact
Form T-7	Details of Past Experience of Agency
Form T-8	Financial Details of Agency
Form T-9	Format of Power of Attorney for Authorised Representative
Form T-10	Description of Approach, Methodology and Work Plan for performing the assignment
Form T-11	Team Composition for the Assignment
Form T-12	Curriculum Vitae (CV) for Proposed Key Personnel

**FORM T-1**

**Technical Proposal Submission Form**  
(On letterhead of the Agency duly stamped and signed)

Date:

To:

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

**Subject: Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23**

Dear Sir,

We are submitting our Technical Proposal for **Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23** with reference to your RFP issued dated November 18, 2022 We have examined all terms and conditions of RFP and understood scope of work.

Our Proposal is unconditional and binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFP.

We declare that:

1. We have examined and have no reservations to the RFP, including any Addendum issued by SIDBI and we do not have any conflict of interest in accordance with the terms of RFP.
2. We acknowledge that SIDBI will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. We shall make available to SIDBI any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of SIDBI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Agency, nor been expelled from any project or contract by any public sector authority nor have had any contract terminated by any public authority for breach on our part.

6. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SIDBI or any other public sector enterprise or any Government, Central or State.
7. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
8. We agree to keep this offer valid for ninety (90) days from the submission date specified in the RFP.
9. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
10. We agree to enter into a Contract in accordance with the contract format prescribed in the RFP, if our proposal gets selected.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm and Address:

**FORM T-2**

**Information about Agency**

<b>S. N.</b>	<b>Description</b>	<b>Details to be filled by Agency</b>
<b>A</b>	<b>Particulars</b>	
1	Name of the Agency	
2	Address of the Agency (Details of all offices to be provided)	
3	Date of Incorporation/ Constitution	
4	Contact person name with designation	
5	Contact person phone no.	
6	Contact person email id	
	Documents to be submitted: Copy of article of incorporation or registration certificate; in case of partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of firm.	
<b>B</b>	<b>Taxation</b>	
7	PAN	
8	GSTIN	
9	We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.	
	Documents to be submitted: Copies of PAN card and GSTIN Registration.	
<b>C</b>	<b>Authorised Representative</b>	
10	Name	
11	Designation	
	Documents to be submitted: Power of attorney on non-judicial stamp paper of Rs 100/-.	
<b>D</b>	<b>MSME status</b>	
12	Whether registered as Micro and Small Enterprises (MSEs)	
13	If yes, MSME (Udyam) registration no.	
14	If yes, whether owned by SC/ ST	
15	If yes, whether owned by women	
	Documents to be submitted: Copy of MSME (Udyam) registration certificate.	
<b>E</b>	<b>Start-up status</b>	
16	Whether agency recognized as Start-up by Department for Promotion of Industry and Internal Trade (DPIIT)	
	Documents to be submitted: Copy of start-up certificate.	
<b>F</b>	<b>Make in India status</b>	
17	Class I local supplier/ Class II local supplier/ Non local supplier	
	Documents to be submitted:	

	Certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 crore for Class-I or Class-II Local Suppliers. Self declaration in case of tenders below Rs. 10 crore.
--	--

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm and Address:



**FORM T-3**

**No Ownership or Control of SIDBI Directors/ Employees (or relatives)**

(On letterhead of the Agency duly stamped and signed)

Date: \_\_\_\_\_

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that \_\_\_\_\_ (Name of the Agency) is not a related party to SIDBI as per the provisions of Companies Act 2013, as amended from time to time.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Address:

**FORM T-4**

**Not penalized or Found Guilty in any Court of Law**  
(On letterhead of the Agency duly stamped and signed)

Date: \_\_\_\_\_

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that neither our agency nor the employees of agency has/have been censured/ blacklisted / banned / barred /disqualified /prohibited by Govt. of India or State Government or any Bank / RBI/ IBA / SEBI/ any regulatory authority or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.

Further, this is to certify that \_\_\_\_\_ does not have any legal, civil, criminal, taxation and other cases pending against our Agency or against the employees of the Agency that may have any impact affecting or compromising the delivery of services required for SIDBI.

Authorized Signature:

Name and Title of Signatory:

Name of Firm and Address:

**FORM T-5**

**Self Certification for Local Content**  
(On letterhead of the Agency duly stamped and signed)

Date: \_\_\_\_\_

**DECLARATION-CUM-CERTIFICATE**  
**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that that we M/s \_\_\_\_\_ (supplier/  
agency name) in line with Public Procurement (Preference to Make in India) Order No. P-  
45021/2/2017-BE-II dated June 15, 2017, as amended from time to time and as applicable  
on the date of submission of bid, are

local supplier meeting the requirement of minimum Local content (50%) as defined in  
above orders for the material/services against Tender Ref  
No \_\_\_\_\_

"Class-I local supplier" meeting the requirement of minimum local content equal to 50%  
(fifty percent) or more defined in the above government notification for the goods and  
services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50%  
(fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

against Tender Ref  
No \_\_\_\_\_

Details of location at which local value addition will be made is as follows:

-----  
-----

We also understand, false declarations will be in breach of the Code of Integrity under  
Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be  
debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with  
such other actions as may be permissible under law.

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm and Address:

**FORM T-6**

**PRE CONTRACT INTEGRITY PACT**

(To be submitted on ₹100 Stamp Paper duly signed by the bidder)

Between

Small industries Development Bank of India (SIDBI) hereinafter referred to as "The Principal"

And

..... hereinafter referred to as "The Bidder/ Contractor"

**Preamble**

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

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

**Section 1 – Commitments of the Principal**

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 – Compensation for Damages**

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

### **Section 5 – Previous transgression**

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

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

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

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

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

### **Section 8 – Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, SIDBI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, SIDBI and recuse himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, SIDBI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, SIDBI, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman SIDBI has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

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

### **Section 10 – Other provisions**

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

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

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

Place:

Date:

Witness 1: (Name &Address)

Witness2: (Name &Address)

**FORM T-7**

**Details of Past Experience of Agency**

[Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted for carrying out consulting services similar to the ones requested under this assignment]

- ✓ Supporting documents to be provided for the experience shown.
- ✓ Give details of relevant projects undertaken during the last [mention no. of years 5/10 years].

Assignment Name:	
Value (in INR in Lakh):	
Name of Client:	
Start date of assignment: End date of assignment: Duration of assignment (months):	
Location:	
Brief Description of Project:	
Description of actual services provided by your staff within the assignment:	

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm and Address:



**FORM T-8**

**Financial Details of Agency**

<b>S. N.</b>	<b>Financial Year</b>	<b>Annual Revenue of Agency (INR)</b>	<b>Net profit of Agency (INR)</b>
1.			
2.			
3.			
Average Annual Turnover/ Net Profit		[indicate sum of the above figures divided by 3]	

Supported by relevant BS and P&L statements duly signed by CA

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm and Address:

**FORM T-9**

**Format of Power of Attorney for Authorised Representative**

Know all men by these presents, We, .....(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms .....son / daughter / wife and presently residing at ... who is presently employed with / retained by us and holding the position of . ....., ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for **Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23**, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to SIDBI, representing us in all matters before SIDBI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SIDBI in all matters in connection with or relating to or arising out of our Proposal for the said Project and / or upon award thereof to us till the entering into of the Contract with SIDBI.

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

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... ... DAY OF. , 2022

For ...

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

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

**FORM T-10**

**Approach, Methodology and Work Plan for the Assignment**

Technical approach, methodology and work plan are key components of the Technical Proposal.

- a) Technical Approach and Methodology, and
- b) Work Plan

**a) Technical Approach and Methodology**

In this section the Agency should explain the understanding of the assignment, approach to the services and methodology for carrying out the activities to accomplish the objectives mentioned. The Agency should highlight any challenges anticipated in delivering the desired outcomes, proposed approaches to overcome the challenges and meet the requirements of the assignment.

**b) Work Plan**

In this section the Agency should describe the overall work plan for the activities of the entire duration of assignment.

**FORM T-11**

**Team Composition for the Assignment**

Name	Position Assigned	Task Assigned

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm and Address:

**FORM T-12**

**Curriculum Vitae (CV) for Proposed Key Personnel**

1	Proposed Position			
2	Name			
3	Date of Birth			
4	Nationality			
5	Education			
6	Training & Publications:			
7	Employment Record [Starting with present position, list in reverse order every employment held by staff]	Name of Organization	Position Held	Duration
8	Work Undertaken that Best illustrate the Required Professional Experience	Name of assignment or project: Year: Location: Client: Activities performed:		

**9. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of key personnel]

Full name:

Date:

[Signature of authorized representative of the firm]

Full name of authorized representative:

**SECTION 6: FINANCIAL PROPOSAL - STANDARD FORMS**

Form F-1	Financial Proposal Submission Form
Form F-2	Summary of Costs
Form F-3	Breakdown of Remuneration
Form F-4	Breakdown of Other Expenses
Form F-5	Bank Mandate Form

**FORM F-1**

**Financial Proposal Submission Form**  
(On letterhead of the Agency duly stamped and signed)

[Date]

To:

**Subject: [Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23]**

Dear Sir,

We, the undersigned, offer to provide the services for “Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23 “in accordance with your Request for Proposal dated November 18, 2022 and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures] for the entire duration of services.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. 90 days from the last date of submission.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe and abide by relevant laws against fraud and corruption in India.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm and Address:

**FORM F-2**

**Summary of Costs**

(On letterhead of the Agency duly stamped and signed)

<b>Item</b>	<b>Cost (INR)</b>	
	<b>Amount in Figure</b>	<b>Amount in Words</b>
Remunerations		
Other expenses		
Total		
Applicable Taxes		
Total costs of Financial Proposal		

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm and Address:



**FORM F-3**

**Breakdown of Remuneration**

(On letterhead of the Agency duly stamped and signed)

<b>Name</b>	<b>Position</b>	<b>Person month rate (INR)</b>	<b>Total time input (Person month for project)</b>	<b>Amount (INR)</b>
			<b>Total cost</b>	

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm and Address:

**FORM F-4**

**Breakdown of other Expenses**

(On letterhead of the Agency duly stamped and signed)

Type of expense	Unit	Qty	Unit rate (INR)	Total (INR)
			<b>Total cost</b>	

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm and Address:

**Bank Mandate Form**  
**(To be submitted in Duplicate)**

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

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

\_\_\_\_\_

Vendor Code (if applicable) \_\_\_\_\_

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

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

City \_\_\_\_\_ Pin Code \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone No. with STD code: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

MSE Registration / CA Certificate \_\_\_\_\_ (if applicable)

**3. Particulars of Bank account:**

Beneficiary Name																						
Bank Name						Branch Name																
Branch Place						Branch City																
PIN Code						Branch Code																
MICR No.																						
Account type	Saving					Current			Cash Credit													
Account No.	(as appearing in the Cheque book)																					
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>																						
IFSC CODE <sup>2</sup>	For RTGS transfer										For NEFT transfer											

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

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

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature of Authorized Signatory

.....  
.....

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

**1,2: Note on IFSC / MICR**

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

## **SECTION 7: STANDARD FORM OF CONTRACT**

### **CONTRACT FOR CONSULTANCY SERVICES**

between

[SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA]

and

[Name of Agency]

Dated:

## I. FORM OF CONTRACT

THIS CONTRACT ("Contract") is entered into this ..... Day of (month), (Year), by and between Small Industries Development Bank of India (SIDBI), a corporation established under the Small Industries Development Bank of India Act 1989, having its head office at SIDBI Tower, 15, Ashok Marg, Lucknow – 226001 and an office at [address of BO/RO/HO], (hereinafter referred to as the "SIDBI") which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

And

\*Name of Agency and registered address (hereinafter called the "Agency")

WHEREAS

- a) The Agency has been declared as successful bidder on the strength of documents / information provided during the bidding process to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- b) The Agency, having represented to SIDBI that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract (hereinafter called "GC");
  - b) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Key Personnel

Appendix C: Contract Price Details
2. The mutual rights and obligations of SIDBI and the Agency shall be as set forth in the Contract; in particular:
  - a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
  - b) SIDBI will make payments to the Agency in accordance with the provisions of the Contract

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF SIDBI  
[Signature] [Name] [Designation]

FOR AND ON BEHALF OF AGENCY  
[Signature] [Name] [Designation]

## **II. GENERAL CONDITIONS OF CONTRACT**

### **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. "Party" means SIDBI or the Agency, as the case may be, and Parties means both of them;
- h. "Personnel" means persons hired by the Agency or by any Sub-Agency as Employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC 4.
- i. "Services" means the work to be performed by the 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 Agency for carrying out the assignment may be modified depending after mutual discussions with SIDBI. The work plan as indicated by the Agency may also get modified accordingly.
- j. "Sub-Agency" means any entity to which the Agency subcontract part of the Services in accordance with the provisions of Clause GC 3.8; and
- k. "Third Party" means any person or entity other than the Government and the 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 SIDBI and the Agency. The Agency, subject to this Contract, have complete charge of Personnel and Sub-Agency, 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 SIDBI may approve.

### **1.7 Taxes and Duties**

The Agency, Sub-Agency and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law and SIDBI shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed. SIDBI shall not be liable for any tax levied on the remuneration and allowances of the 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 SIDBI's notice to the Agency instructing the 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-Agency 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 fulfil 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 SIDBI from extending the time period of the assignment.

#### **2.4.5 Consultation**

Not later than thirty (30) days after the 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**

SIDBI may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the 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 Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

#### **2.6 Termination**

##### **2.6.1 By SIDBI**

- a. SIDBI may, by not less than thirty (30) days' written notice of termination to the 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 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 SIDBI may have subsequently approved in writing;
- c. if the 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 Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- e. if the Agency submits to SIDBI a statement which has a material effect on the rights, obligations or interests of SIDBI and which the Agency knows to be false;
- f. if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- g. if SIDBI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- h. if the Agency, in the judgment of SIDBI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Agency (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 Agency**

The Agency may, by not less than thirty (30) days' written notice to SIDBI, 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 SIDBI fails to pay any money due to the 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 Agency that such payment is overdue;
- b. if SIDBI 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 Agency may have subsequently approved in writing) following the receipt by SIDBI of the Agency's notice specifying such breach;
- c. if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if SIDBI fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 11 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 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 Agency and equipment and materials furnished by SIDBI, the Agency shall proceed as provided, respectively, by Clauses G C 3.10 or 3.11 hereof.

### **2.6.4 Payment upon Termination**

In the event of such termination, the Agency shall be compensated for the actual amount of work performed to the satisfaction of SIDBI on pro rata basis after offsetting against these payments any amount that may be due from the Agency to SIDBI. All advances paid to the Agency shall be immediately refunded to SIDBI.

### **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 11 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **2.7 Liquidated Damages**

**2.7.5** If the selected bidder fails to complete the project within stipulated time, SIDBI will impose a penalty of 1% of the order value for each week's delay or part thereof attributable to the bidder, subject to maximum of 10% of the order value. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. Once the maximum is reached Bank may consider cancellation of the order and the performance security submitted may be invoked.

**2.7.6** Penalty would not be applicable for delay due to reasons attributable to SIDBI and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to SIDBI or Force Majeure.

**2.7.7** Bank reserves the right to adjust the penalty and Liquidity damages if any against any amount payable to the bidder.

## **3. Obligation of the Agency**

### **3.1 General**

#### **3.1.1. Standard of Performance**

The agreed Approach and Methodology shall be followed by the Agency for achievement of deliverables as per contract. Any deviation from the agreed approach and methodology will require approval of SIDBI.

#### **3.1.2 Law Governing Services**

The Agency shall perform the Services in accordance with the Applicable Law and shall ensure that any Sub-Agency, as well as the Personnel of the Agency and any Sub-Agency, comply with the Applicable Law and the sub-agency and its employees/executives shall maintain the same secrecy / confidentiality as undertaken by the Agency.

### **3.2 Conflict of Interests**

**3.2.1** The 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 Agency shall use their best efforts to ensure that any Sub-Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

**3.2.2** If the Agency, as part of the Services, have the responsibility of advising SIDBI on the procurement of goods, works or services, the Agency shall comply with any applicable procurement guidelines of SIDBI.

### **3.3 Confidentiality**

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

There would be an appropriate non-disclosure agreement entered into between SIDBI and the Agency for the purpose of security/confidentiality of the data/information of SIDBI.

### **3.4 Liability of the Agency**

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

### **3.5 Insurance to be taken out by the Agency**

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

### **3.6 Reporting Arrangements**

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

### **3.7 SIDBI's Prior Approval**

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

- (a) replacement of key professionals as listed in **Appendix B**;
- (b) entering into a subcontract for any part of the Services, it being understood
  - i. that the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by SIDBI prior to the execution of the subcontract, and
  - ii. that the Agency shall remain fully liable for the performance of the Services by the Sub- Agency and its Personnel pursuant to this Contract.
- (c) extension of time period for completion of services for any reason including Force majeure.

### **3.8 Reporting Obligations**

The Agency shall furnish reports as per requirements of SIDBI during the course of the contract as and when needed.

### **3.9 Documents Prepared by the Agency to Be the Property of SIDBI**

- a. All drawings, photographs, reports, recommendations, estimates, documents and all other data compiled or received by the Agency under this Contract shall be the property of SIDBI, 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 SIDBI under this Contract. In no event shall be the contents of such document or data are made known by the Agency to any person or organisation without written approval of SIDBI. Subject to the provisions of this Article, the 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 SIDBI as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as SIDBI may determine appropriate.

### **3.10 Equipment and Materials Furnished by SIDBI**

Equipment and materials made available to the Agency by SIDBI or purchased by the Agency with funds provided by SIDBI, shall be the property of SIDBI and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make

available to SIDBI an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with SIDBI instructions. Such equipment or property when returned to SIDBI shall be in the same condition as when delivered to the Agency, subject to normal wear and tear. The Agency shall, if any event be liable to SIDBI for the loss of or damage to such equipment or property through his/her fault or negligence.

### **3.11 Monitoring of Agency's Performance:**

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

## **4. Key Personnel for the Assignment**

- 4.1 The Key personnel agreed upon shall be available for the entire duration of the contract.
- 4.2 The details of key Personnel agreed for the assignment are described in **Appendix B**.
- 4.3 Any changes in the agreed key personnel shall be made with SIDBI's approval.
- 4.4 If additional work is required beyond the scope of the Services specified, the estimated periods of engagement of Personnel set forth may be increased by agreement in writing between SIDBI and the 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.
- 4.5 The key personnel, generally team leader should be available for interaction with SIDBI, as and when required.
- 4.6 The Agency should not send substitute for any interactions/ meetings without prior intimation/ approval.

## **5. Removal and/or Replacement of Key Personnel**

- 5.1 No changes shall be made in the Key Personnel as agreed.
- 5.2 If, for any reason removal/ replacement of any of any Key Personnel is necessitated, the Agency shall provide a person of equivalent or better qualifications with the prior approval of SIDBI at its own cost.
- 5.3 SIDBI may ask for replacement of any key personnel if any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or is dissatisfied with the performance of any of the personnel.
- 5.4 Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personnel, subject to, equally or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.

## **6. Right and remedies of SIDBI**

- 6.1 Nothing in or relating to this contract shall be deemed to prejudice or constitute a waiver of any rights or remedies of SIDBI.
- 6.2 SIDBI shall not be liable for any consequences of, or claims based upon any act of omission on the part of the Government.

## **7. Payment Terms**

- 7.1 Payments will be processed as per the payment terms described in **Appendix C**.
- 7.2 Payments will be made by SIDBI within 60 (sixty) days of receiving invoices after completion and acceptance of deliverable as per contract.

## **8. Performance Bank Guarantee**

- 8.1 The Agency selected for award of contract shall submit an unconditional and irrevocable Performance Bank Guarantee (PBG) in the form and manner of 5% of the Total Contract Value from a scheduled commercial bank before signing of contract.
- 8.2 The performance guarantee will be valid for additional 180 days beyond the contract period.
- 8.3 In the event of non-performance of obligation or failure to meet terms of Contract or commits breach of any terms and conditions of the contract, SIDBI shall be entitled to invoke the performance guarantee without notice or right of demur to the Agency.
- 8.4 In case of time extension, SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Agency would be required to extend the validity period of the performance guarantee accordingly.

## **9. Indemnification**

- 9.1 The Agency shall indemnify, hold and save harmless and defend at his/her own expenses SIDBI and its personnel from and against all suits, claims, demands and liability of any nature whatsoever, including without limitations, costs and expenses arising out of acts or omissions of the Agency its employees and/or agents caused by or resulting from any operations(s) conducted by or on behalf of the Agency.
- 9.2 The Agency shall, at all times, further indemnify SIDBI against any damages, cost, expenses and/or claims occasioned by any infringement(s) of Copyrights or Intellectual property (IPRs) of any third party occasioned by the services acts or commissions or omission or on behalf of the Agency.
- 9.3 Any failure or delay on the part of any party to exercise right or power hereunder shall not operate as a waiver thereof.
- 9.4 Neither this contract nor any rights under it may be assigned by either party without the express prior written consent of the other party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
- 9.5 The Agency shall at all times indemnify SIDBI against any claims which may be made under the Workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen, staff and agent of the Agency or to the person whether in the employment of the Agency or not.

## **10. Fairness and 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.

## **11. Settlement of Disputes**

### **11.1 Amicable Settlement**

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

## **11.2 Dispute Settlement Mechanism**

### **11.2.1 Arbitration**

Any dispute arising out of or in connection with this Contract which cannot be settled amicably within a suitable timeline by negotiations and/or conciliation by both parties shall be referred to arbitration. The sole arbitrator for settlement of dispute shall be appointed by SIDBI in consultation with other party. The arbitration proceeding will be as following:

- i. The English shall be the language for all proceedings;
- ii. The venue of arbitration shall be at Mumbai in India. and
- iii. The decision of the arbitrator shall be final and binding.
- iv. The governing law shall be Arbitration and Conciliation Act 1996 as amended from time to time.

### **11.2.2 Jurisdiction**

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

### **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 etc., milestone and schedule to achieve the said task(s)]

### **Appendix B: Key Personnel**

[List of Personnel, 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**

[Contract price details / Payment Schedule]



### **Performance Bank Guarantee Format**

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

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 (hereinafter called SIDBI) having agreed to award a contract to M/s. \_\_\_\_\_ having its office at \_\_\_\_\_, (hereinafter called "The Agency") for **Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23** on the terms and conditions contained in the Contract ref no \_\_\_\_\_ dated \_\_\_\_\_ signed between the Agency and SIDBI (hereinafter called "the Contract") which terms, interalia, stipulates for submission of Bank Guarantee for 5% of the contract value i.e. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Agency of the terms and conditions of the said Contract.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI an amount not exceeding Rs. \_\_\_\_\_ by reason of any breach by the Agency of the terms and conditions contained in the said Agreement, the opinion of 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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Agency failing or neglecting to perform the services for **Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23** to SIDBI in the manner and in accordance with the Scope of Services, Terms and conditions, contained or referred to in the above referred Contract during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Agency 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 Agency in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Contract (ii) to extend time for performance by the said Agency from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Agency and to forbear or enforce

any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Agency for any forbearance act or omission on the part of SIDBI or any indulgence by 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 Rs. \_\_\_\_\_ (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 Agency or any change in the constitution of the Agency or of the SIDBI.
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 Rs. \_\_\_\_\_ (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 Rs. \_\_\_\_\_ (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 Rs. \_\_\_\_\_ (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 of \_\_\_\_\_ 2022.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS:

1) Name.....

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....

**Format of non-disclosure agreement**

**(Sample Format – To be executed on a non-judicial stamped paper of requisite value)**

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, (hereinafter referred to as the Agency), are agreeable to execute “**Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23**” as per scope defined in the Request for Proposal (RfP) No. \_\_\_\_\_ for Small Industries Development Bank of India,

having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavalamban Bhavan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the SIDBI) and,

WHEREAS, the Agency understands that the information regarding the SIDBI’s activities shared by SIDBI in their Request for Proposal is confidential and/or proprietary to the SIDBI, and

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

NOW THEREFORE, in consideration of the foregoing, the Agency agrees to all of the following conditions, in order to induce SIDBI to appoint it as consultant and /or to grant the Agency specific access to SIDBI’s property/information, etc.;

- i. The Agency will not publish or disclose to others, nor, use in any services that the Agency performs for others, any confidential or proprietary information belonging to SIDBI, unless the AGENCY has first obtained the SIDBI’s written authorisation to do so;
- ii. The Agency agrees that information and other data shared by SIDBI or, prepared or produced by the Agency for the purpose of submitting the offer to SIDBI in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to SIDBI, to anyone outside SIDBI;
- iii. The Agency shall not, without SIDBI’s written consent, disclose the contents of this Request for Proposal (RfP) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of SIDBI in connection therewith, to any person(s) other than those employed/engaged by the Agency for the purpose of submitting the offer to SIDBI and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance. The Agency shall take all necessary measures to ensure that the information/data obtained under the assignment is not passed on or disclosed.

Yours sincerely,

Date

Place

Signature of Authorised Signatory ...

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...