

Dear Madam/Sir,

Subject: Request for proposal for institutionalizing gender mainstreaming with PSIG partner Institutions.

TENDER NO: SIDBI/PSIG/05-16/14

The Poorest State Inclusive Growth (PSIG) Programme with the support of DFID aims to enhance the income and employment opportunities of poor women and men, by enabling them, to participate and benefit from wider economic growth in India. The programme is being implemented in 4 states of India namely Madhya Pradesh, Uttar Pradesh, Odisha and Bihar. The purpose of this programme is to improve income, and reduce vulnerability, of poor people by expanding their access to finance. The programme is being implemented by Small Industrial Development Bank of India (SIDBI), New Delhi.

1. Small Industries Development Bank of India hereinafter referred to as SIDBI invites you to submit a tender for the above mention assignment in accordance with this Request for Proposal (RFP) package.
2. All information contained in this package should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
3. This ITT package consists of the following documents:
 - i. Covering Letter;
 - ii. Letter of Acknowledgement;
 - iii. Invitation to Tender Instructions,
 - iv. Form of Proposal,
 - v. Terms of Reference
 - vi. Model Contract,
4. **If you intend to submit a tender you must send an acknowledgement, by letter fax or email (abhijitdas@sidbi.in/jaganp@sidbi.in), within 7 days quoting the assignment name and Tender Number.**
5. SIDBI procurement policy stipulates that consultants who were involved (in any capacity) in the design of a project cannot compete for the implementation phase. Design includes feasibility studies, drawing up terms of reference for the implementation phase, pre-appraisal and any other preparatory work for the project.

In the case of competitions for an implementation phase only, Tenderers are required to confirm in their acknowledgment that neither they, nor any member

of a consortium tender, its parent company, subsidiaries, related companies, nor subcontractors were involved in any way with the design of this project. If you are in any doubt please contact the Contract Officer for clarification.

6. SIDBI will endeavour to make available all relevant information in the ITT. Should you need any further information or clarification during the tender period you must contact only the Contract Officer named below. On no account should the Tenderers communicate directly with any other SIDBI personnel involved in work concerning this invitation. Failure to comply with this requirement may result in the disqualification of your organisation from this competition.

No queries will be answered by the Contract Officer within 6 calendar days before the closing date therefore any requests should be submitted at the earliest opportunity. To ensure equity, where appropriate, SIDBI's response will be notified to all Tenderers without disclosure of the initiator.

7. Your particular attention is drawn to instructions on:

a) Collusion of Tenderers	Paragraph 10 in the ITT Instructions
b) Conflict of Interest	Paragraph 12 in the 'ITT instructions' and Clause 21 in the 'Conditions for Consultancy Contract'.
c) Disclosures	Paragraph 13 in the ITT Instructions

8. 5 copies - Technical (One original + Four copies) and 1 - Commercial of your tender (which should be currency in INR) must be received on **June 30, 2016 (17:00 hrs)** and be valid for 6 months. Tenders received after the due time and date will be returned unopened

Any queries relating to the preparation of the proposal should be referred to, DGM, PSIG, SIDBI/PAO, PSIG, SIDBI by email abhijitdas@sidbi.in/jaganp@sidbi.in by **June 09, 2016 (17:00 PM)**. Response will be uploaded in SIDBI's website. If need be, a Pre proposal meeting may be held tentatively on **June 13, 2016 at 15:00 pm** at SIDBI, New Delhi. **Intimation to this effect shall be available on SIDBI's website** and may also be enquired at the above contact details. **Further, any announcement related to the tender like proposal evaluation result, extension, etc. shall be available on tender page of SIDBI.**

The Commercial Bids will be opened **on July 19, 2016 (15:00 hrs)**, at SIDBI, New Delhi

You are invited to attend both the openings (technical & commercial proposal) and pre-proposal meeting, if any, at your own cost.

PSIG/SIDBI will not be liable to delay or postpone the bid opening even if none of the bidders are present. If there is any change in dates of the bid opening/pre-proposal conference PSIG/SIDBI will inform all the bidders as soon as possible.

9 Pre-Qualification criteria:

Applications from interested organization/ agencies must have the technical capacity and expertise to undertake this exercise. Required skills / qualifications include the following:

- A minimum of 5 years of relevant experience of the existing consultancy organization in mainstreaming gender within institutions working towards inclusive finance for women from low income household in India or elsewhere **OR** Organization with 3 yrs of experience may also apply provided the key staff is having similar experience of more than 10 years.
- Organisation should have on an average Rs. 3Cr. turnover for last three years.

Technical Evaluation will be carried out of only those firms who meet the above pre-qualification criteria.

- Tenders for this contract will be assessed in accordance with Quality Based selection (QBS) method and will involve both technical and commercial Evaluation with the following weight age:

Technical Evaluation	100
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The specific technical evaluation criteria, with markings, are listed in order of priority below:

Technical Evaluation Criteria:		Marks
(i)	Adequacy and quality of the technical approach proposed methodology and work plan in responding to the Terms of Reference (ToR)	20
(ii)	Understanding & approach of organization development (OD processes)with MFIs/RRBs/SHPIs specially with respect to Gender Mainstreaming	15
Specific experience of the Organization relevant to the assignment:		
(i)	Experience in conducting Gender assessment/audit within the institutions	10
(II)	Experience in addressing gender mainstreaming at institutional and policy level including capacity building	10
(III)	Experience of addressing gender issues at grass root level including capacity building	5
(IV)	Evidence of high quality documents on Gender & inclusive finance	5

Key experts' qualifications and competence for the Assignment	Qualification	Experience In Gender mainstreaming	Experience in conducting OD with MFI/SHPI	Local language known (Hindi/odiya)	
Team leader	2	4	3.5	0.5	10
Number of Resource persons / Trainers	6	7.5	5	1.5	20
Documentation expert	2	2	0.5	0.5	5
Total					100

10 After evaluating the technical proposals, financial proposal of the consultant (only one) with the highest ranked technical proposal (minimum qualifying mark is 75) shall be opened and the rest shall be returned unopened, after the negotiations are successfully concluded.

11 Shortlisted applicants, if needed, may be invited for a technical presentation on a date to be announced.

12 Tenders (Technical and Commercial) will be made available to the partner government or organisation that will benefit from the services when they are part of the evaluation panel.

13 Those invited to submit a tender are expected to adhere to the 'Conditions for Consultancy Contract', which are attached.

Yours faithfully,

(Abhijit Das)

**Deputy General Manager,
SIDBI/PSIG**

Letter of Acknowledgment
(to be returned on Company headed paper)

To,

Abhijit Das,
Deputy General Manager
Poorest State Inclusive Growth Programme (PSIG),
Small Industries Development Bank of India (SIDBI),
Ground Floor, Videocon Tower E1,
Rani Jhansi Road, Jhandewalan Extension.,
New Delhi – 110 055,
Phone No: 011-23519653,
Email ID: abhijitdas@sidbi.in.

Date:

Dear Sir,

Subject: Request for proposal for institutionalizing gender mainstreaming with PSIG partner Institutions.

TENDER NO: SIDBI/PSIG/05-16/14

We acknowledge receipt of the documents listed in your Invitation to Submit a Proposal package for the above project.

a*. We confirm that we will submit a proposal for the above contract by [Proposal due date; see Covering Letter] in accordance with the "Form of Proposal" and the specified requirements.

b. We do not wish to submit a proposal and therefore return the total Invitation to Submit a Proposal package with this letter.

Yours faithfully

Name:

Position:

* alternative as appropriate

INVITATION TO TENDER (ITT) INSTRUCTIONS

CONTENTS

INTRODUCTION

1. [General](#)

INSTRUCTIONS FOR SUBMITTING A TENDER

2. [Format of Your Tender](#)
3. [Part A Executive Summary](#)
4. [Part B General & Technical Aspects](#)
5. [Part C Commercial Tender](#)
6. [Nominated Personnel](#)
7. [Alternative Tenders](#)
8. [Government Tax](#)
9. [Alterations to Tenders](#)
10. [Declaration to Accompany Tenders](#)
11. [Packaging & Delivery of Tenders](#)

OTHER INFORMATION

12. [Conflict of Interest](#)
13. [Disclosures](#)
14. [Joint Venture Tenders](#)
15. [SIDBI Treatment of Your Tender](#)

INTRODUCTION

1. General

- 1.1 This Invitation to Tender (ITT) and in particular the *Instructions for Compiling and Submitting Your Tender* are designed to help you produce a tender that is acceptable to SIDBI and to ensure that tenders are given equal consideration. It is essential, therefore, that you provide the information requested in the specific format.
- 1.2 The instructions should be read in conjunction with information specific to the Project contained in the covering letter and in the accompanying documents
- 1.3 SIDBI is not bound to accept the lowest, or any, tender. We also reserve the right to request any, or all, of the Tenderers to meet with us to clarify their tender.

INSTRUCTIONS FOR SUBMITTING YOUR TENDER

2. A. Format of Your Tender

- 2.1. Your tender should be submitted in English and be set out in three main parts
 - Part A - Executive Summary
 - Part B - General and Technical
 - Part C – Commercial
- 2.2. Parts A & B may be bound together but part C must be bound separately to enable technical and commercial tenders to be evaluated independently. Please do not include any price information in Part A or B. No publicity material is required.

3. Part A – Executive Summary

- 3.1. This should be a brief overview of your tender covering how you intend to achieve the outputs and your assessment of the resources required.

4. Part B – General and Technical Tender

- 4.1. Your General and Technical Tender should be structured in 6 sections:
 - i. Section 1 Any Qualification to Terms of Reference (TTP-1)
 - ii. Section 2 Technical Response (including method of implementation) (TTP-2)

- iii. Section 3 Names & CVs of personnel to work on this (TTP-3)
- iv. Section 4 Personnel Inputs – include person days **without any reference to fees.** (TTP-4)
- v. Section 5 Previous experience (TTP-5)
- vi. Section 6 Matters not appropriate in any other appendix, e.g. Joint Ventures, Disclosures, Conflict of Interest etc.

4.2. Please submit hard copies of Technical (1 Original +4 copies) in the envelope by subject mentioned in the top of the envelop.

5. Part C – Commercial Tender

- 5.1. All prices should be for the duration of the contract. Your Commercial Tender should be structured in four Sections.

Section 1 Confirmation of acceptance of SIDBI's Conditions of Contract

Section 2 Pricing, using either a fees and expenses basis, or on a milestone basis.

Section 2 Pricing using pro-forma 1,2,3 on fee and expenses basis.

Section 3 A list of the names and designation of all nominated personnel proposed to work on this project

Section 4 Matters not appropriate in any other appendix, e.g. Commercial Aspects of Joint Venture Company, Parent Company Guarantees

5.2. Please submit hard copy (1 no.) of your Commercial Tender.

6. Nominated Personnel

- 6.1. You must:

- a) confirm that all personnel will be available to provide the required services for the duration of the contract
- b) give the name of their employer or state if self-employed if any of the personnel is not a member of the Tenderer's staff
- c) obtain prior written agreement from SIDBI, via the Contract Officer, before nominating a member of SIDBI staff who is in service, or on leave of absence, or has been a staff member of SIDBI within the past 2 years

7. Alternative Tenders

If the Tenderer considers that the requirements could be met in a more effective or cost-efficient way, the Tenderer may submit a separate Technical and Commercial Tender that is clearly titled 'Alternative Tender'. However, the following instructions should be noted:

- a) The alternative tender should be submitted as a separate offer accompanying the primary tender
- b) It is the responsibility of the Tenderer to provide full technical and commercial details to allow consideration of alternative tenders

8. Government Tax

- 8.1. Tenderers are responsible for establishing the status of the Services for the purpose of any government tax. Any applicable taxes should be shown in commercial proposal.

9. Alterations to Tenders

- 9.1 Any manuscript or other alteration to the tender must be countersigned and dated by the person submitting the tender. The Tenderer must not alter the ITT documents

10. Letters and Declaration to Accompany Tenders

Your tender must be accompanied by a letter on Company headed paper showing the full registered and trading name(s), trading and registered office address of the Tenderer and, in the case of a Company, the place of incorporation. It should be signed by a **person of suitable authority** to commit the Tenderer to a binding contract. You must quote the Contract Title, Contract Number and include the following declarations:

We have examined the information provided in your Invitation to Tender (ITT) and offer to undertake the work described in accordance with requirements as set out in the ITT. This tender is valid for acceptance for 6 months and we confirm that this tender will remain binding upon us and may be accepted by you at any time before this expiry date.

(if applicable) This tender is submitted as a Joint Venture with []. A copy of the agreement is enclosed.

We accept that any contract that may result will comprise the contract documents issued with the ITT and be based upon the documents submitted as part of our tender; and placed by the **(name of company)**.

The Tender (Commercial & Technical) has been arrived at independently and without consultation, communication, agreement or understanding (for the

purpose of restricting competition) with any other party invited to tender for this contract.

We understand the obligations in Paragraph 14 of the ITT instructions and have included all necessary declarations.

We confirm that all personnel and/or sub-contractors named in the tender will be available to undertake the services.

We agree to bear all costs incurred by us in connection with the preparation and submission of this Tender and to bear any further pre-contract costs.

We agree to adhere the 'Model Contract', which is attached in SIDBI/PSIG/05-16/14.

I confirm that I have the authority of [name of organisation] to submit tenders and to clarify any details on its behalf.

11. Packaging and Delivery of Tenders

11.1. Technical Tenders **FIVE copies (1 original + 4 copies) and Commercial Tender ONE copy** must be sealed in separate envelopes; the envelopes should be clearly marked as TECHNICAL TENDER and COMMERCIAL TENDER. The envelopes should be clearly labelled with the following:

- Contract Title
- Contract Reference Number
- Tender Due Date
- Tenderer's Name

The envelopes should be addressed to the Deputy General Manager.

Both the Technical Tender and Commercial Tender should be kept in ONE outer envelope, and must be sealed and clearly labelled with the following:

- Contract Title
- Contract Reference Number
- Tender Due Date
- Tenderer's Name

Tenders must be received at

**Abhijit Das,
Deputy General Manager
Poorest State Inclusive Growth Programme (PSIG),
Small Industries Development Bank of India (SIDBI),
Ground Floor, Videocon Tower E1,
Rani Jhansi Road, Jhandewalan Extension.,
New Delhi – 110 055,
Phone No: 011-23519653,**

Email ID: abhijitdas@sidbi.in

For the attention of **Deputy General Manager on June 30, 2016 (17:00 hrs) (Indian Standard Time)**. Late tenders will not be accepted in any circumstance and will be returned unopened. No special pleadings will be accepted. **Faxed or e-mailed tenders will not be accepted.**

SIDBI accepts no responsibility for the premature opening of any incorrectly marked tender.

Tenders received after the due time and date will be returned unopened.

The Technical Bids and Commercial Bids will be opened as per schedule mentioned below: Bidders are invited to attend both tender openings at their own cost

Sr.No	Description	Date & Time	Address
1	Opening of Technical Proposal	July 01, 2016 by 15:00 hrs.	Poorest State Inclusive Growth Programme (PSIG),
2	Opening of Financial Proposal	July 19, 2016 by 15:00 hrs.	Small Industries Development Bank of India (SIDBI), Ground Floor, Videocon Tower E1, Rani Jhansi Road, Jhandewalan Extension., New Delhi – 110 055, Phone No: 011-23519653

PSIG/SIDBI will open the bids on the prescribed date and time even if none of the bidders are present.

If there is any change in dates of the bid opening PSIG will inform all the bidders as soon as possible.

OTHER INFORMATION

12. Conflict of Interest

Tenderers must disclose in their Tender details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest; this includes any sub-contractor, if they were awarded this contract. Where Tenderers identify any potential conflicts they should state how they intend to avoid such conflicts. SIDBI reserves the right to reject any Tender which, in SIDBI's opinion, gives rise, or could potentially give rise to, a conflict of interest.

13. Disclosures

13.1. The Tenderer must disclose:

- a) If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the Tenderer including but not limited to the appointment of any officer such as a receiver in relation to the Tenderer's personal or business matters or an arrangement with creditors or of any other similar proceedings.
- b) If they or any of the Tenderer's sub-contractors have been convicted of, or are the subject of any proceedings, relating to:
 - a criminal offence or other offence, a serious offence involving the activities of a criminal organisation or found by any regulator or professional body to have committed professional misconduct.
 - corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with SIDBI, or any contracting authority.
 - failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
- c) If they or any of the Tenderer's sub-contractors:

are, or have reason to believe they may have been, or are subject of any proceedings, that may be listed by the World Bank in its 'Listing of Ineligible Firms' or 'Listings of Firms, Letters of Reprimand' posted at www.worldbank.org or on any similar list maintained by any other donor of developing funding, or any contracting authority.

Disclosure extends to any company in the same group of the Tenderer (including but not limited to parent subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the Tenderer is associated in respect of this tender).

If a Tenderer or related company or any individual discloses details of any previous misconduct or complaint, SIDBI will seek an explanation and background details from them. At the sole discretion of SIDBI an assessment as to whether the Tenderer will be allowed to submit a tender, will then be made.

14. Joint Venture (or other form of association) Tenders

Where the Tender is submitted by the Tenderers in conjunction with one or more associates then, in the absence of a Joint Venture agreement the 'Associate' shall be deemed to be a sub-contractor to the Tenderers and shall not be a party to the contract.

Tenders submitted by potential Joint Venture partnerships must include in the Tender documents a “Letter of Intent to form a Joint Venture” in the event of being successful and:

- a. be signed by a duly authorised representative of each partner with details of each signatory provided in print below each signature
- b. include an express provision that each partner is jointly and severally liable in respect of the Tenderer’s obligations
- c. provide details of the name of the partner nominated to act as manager of the Joint Venture and who is authorized to act for the Joint Venture in terms of committing it to any obligations and liabilities and to receive and act upon instructions from SIDBI and to make and receive payments
- d. state full details of the proposed structure; the division of technical responsibilities between the partners and intended capitalisation

15. SIDBI Treatment of Your Tender

SIDBI is committed to ensuring Value for Money* in complex procurements. Therefore, when you submit a tender, we will

- a. ensure tenders are registered upon receipt and held securely until after the deadline for receipt of tenders
- b. witness the opening of all tenders after the time and deadline for receipt of tenders and separately register the commercial details of each tender
- c. return, unopened, any tenders received after the deadline of receipt of tenders
- d. disqualify any non-compliant tenders (i.e. tenders failing to meet the terms of these instructions) received. The commercial details of such tenders will be recorded and marked as disqualified
- e. ensure that all tenders are evaluated objectively, in line with the evaluation criteria specified in the covering letter
- f. following evaluation, inform the Tenderers within a reasonable period (normally 10 working days) the decision being made
- g. following evaluation, provide feedback to each Tenderer within a reasonable period (normally 15 calendar days) of receipt of written request and within the bounds of confidentiality
- h. publish the award of the Contract on SIDBI website.

** Value for money is defined as the optimum combination of cost and quality to meet the requirements*

Form of Proposal

PART-A (Organisational Details and Pre-qualification detail)

I. Organizational details and area of work/operation

1 Name of the organization	
2 Act under which the Firm/Resource Organization is registered, if any: (NGO/Company/PSU/Society, etc.)	
3 Registration Number & Date of Registration, if any (please attached copy of incorporation and Memorandum of Association & Article of Association):	
4 Information Required for Statistical Purposes Only <ul style="list-style-type: none"> • Country of Registration (Companies) • Nationality (Application from Individuals) • Number of Employees (as appropriate) 	
5 Date of commencement of work:	
6 Major area of work/operation.	
7 Core business of the firm including the business model (Commercial, Not-for-Profit, NGO,etc.)	
8 Technical and Managerial organization of the firm (including the locations and size of establishments in India)	
9 Communication Address with email and phone/fax numbers:	
10 Contact Person:	

Pre-qualification Details :	
<p>1. Years of relevant experience of the existing consultancy organization in mainstreaming gender within institutions working towards inclusive finance for women from low income household in India</p> <p>OR</p> <p>elsewhere Organization with 3 yrs of experience may also apply provided the key staff is having similar experience of more than 10 years</p>	
<p>2. Turnover of the firm for the last three years (in Rs.) (or each of the Joint Venture partners, if the RFP is submitted as a Joint /venture). This should be certified by concerned Chartered Accountant of the firm as per format given Annexure-I.</p> <p>2015-16</p> <p>2014-15</p> <p>2013-14</p> <p>(* in Indian Rupees)</p>	

PART-B (General and Technical)

- I. This should be a brief overview of your tender covering how you intend to achieve the outputs and your assessment of the resources required.

Technical Proposal – Proforma 1 (TPP-1)

- i. Section 1 Any Qualification to Terms of Reference. (TPP1)
 - Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
 - Provide a brief description about of your Organization as relevant to this assignment. Further, a self-assessment note with justification how the agency is capable for this assignment

Technical Proposal – Proforma 2 (TPP-2)

- ii. Section 2 Technical Response (including method of implementation and work plan in the form of a Gantt chart showing activities, milestones, deliverables etc. against time) (TPP-2)

a) Technical Approach and Methodology.

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, milestones (including interim approvals by the SIDBI/PSIG), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (Task-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
Task-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Client}													
Task-2	{e.g., Deliverable #2:.....}													
n														

Technical Proposal – Proforma 3 (TPP-3)

- iii. Section 3 Names & CVs of personnel to work on this project and also provide information as per below mentioned table (in the CV please cover name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known) (TPP-3)

Name	Educational qualification	Experience	Employment Status *	Description/Position	Remarks

*Full Time/Part time

Technical Proposal – Proforma 4 (TPP-4)

- iv. Section 4 Personnel Inputs against each activities/tasks of the TOR in tabular format– include person days **without any reference to fees.** (TPP-4)

N°	Name	Expert's input (in person/month) per each Deliverable										Total time-input (in Months)		
		Position		Task-1	Task-2	Task-3	Task-...				Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
n														
										Subtotal				
NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														
n														
										Subtotal				
										Total				

Technical Proposal – Proforma 5 (TPP-5)

- v. Section 5 Previous experience (please indicate name of assignment, name/address of employer, date of award of assignment, date of completion of assignment, value of the assignment and role of your firm viz. prime consultant, sub-consultant, consortium member etc.) (TPP-5)

Title of assignment	Duration (From – To)	Country, State	Value (In Rupees)	Details of Client	Lead Firm/Organization	Short Description about assignment

- vi. Section 6 Matters not appropriate in any other appendix, e.g. Joint Ventures, Disclosures, Conflict of Interest etc.

Part C – Commercial Tender

Financial Proposal - Pro forma 1 (FPP-1)

TENDER FOR:

TENDER NUMBER:

A. PERSONNEL INPUTS AND FEE RATES

NAME	No	No of DAYS	DAILY FEE RATE (INR)	AMOUNT (INR)
Team leader	1	128		
Number of Resource persons / Trainers	1	226		
Documentation expert	1	40		
ANY OTHER (Specify)				
TOTAL PROFESSIONAL FEES: (A) Rs.				

The information of "Numbers" is given as an indication only and that consultants shall be free to propose their own estimates

Financial Proposal - Pro forma 2 (FPP-2)**TENDER FOR: [Contract Title]****TENDER NUMBER: [Reference Number]****B. Reimbursable Costs**

Reimbursable costs of agency should be shown separately in the format set out below using separate sheets to provide full details under each heading.

Details	Name of the UNIT	NO OF UNIT	Unit Rate	Total
FARES – Assessment (2 persons for 10 trips, i.e. 20 trips)	Economy	20		
FARES – Action plan (2 persons for 30 trips, i.e 60 trips)	Economy	60		
Other travel costs (specify)				
Vehicle Rental for Local Travel	Days	364		
Sub Total				
Food and ACCOMMODATION person/days	Days	900		
Other cities (specify)				
Sub Total				
COMMUNICATION including telephones, internet, postage, etc.	Month	13		
DOCUMENTATION AND REPORTING and WORKSHOPS including computing expenses				
Workshops	Workshops			
Gender Mainstreaming Tool Kit	Tool Kit	1		
ANY OTHER (Specify)				
Total				
Institutional Overhead (8%)				
Total (B)				

The information of “Numbers” is given as an indication only and that consultants shall be free to propose their own estimates

Financial Proposal - Proforma 3 (FPP-3)**TENDER FOR:****TENDER NUMBER:****SUMMARY OF FEE RATES AND EXPENSES**

PARTICULARS	AMOUNT (INR)
Total Fees (A)	
Total Reimbursable Expenses (B)	
Sub Total	
Service Tax	
TOTAL	

TERMS OF REFERENCE

TERMS OF REFERENCE

Terms of Reference for Consultant for institutionalizing gender mainstreaming with PSIG partner Institutions

Background

The Poorest State Inclusive Growth (PSIG) Programme with the support of DFID aims to enhance the income and employment opportunities of poor women and men, by enabling them, to participate and benefit from wider economic growth in India. The purpose of this programme is to improve income, and reduce vulnerability, of poor people and small producers, by expanding their access to finance. PSIG will partner with MFIs, SHPIs and Banks for the programme implementation in four states - UP, Bihar, MP and Orissa.

PSIG is committed to promoting gender equality and women's empowerment through the microfinance interventions. The expected outcome of this is for 9 million women to have improved financial access of which at least 3 million women report increase in mobility and decision making.

The PSIG states are amongst the lowest in terms of Gender Development Index (GDI) including economic marginalization, mobility restrictions due to cultural norms, poor health conditions, and various forms of discrimination and violence against women. Therefore, PSIG endeavours to focus specifically on women's empowerment through microfinance and in pursuing this goal outlines three levels of work:

i At the institution level: mainstreaming gender into Microfinance institutions, Self help promoting Institutions (SHPIs) and also pilot in a formal financial Institution like partner Regional Rural Banks (RRBs) in their organisational policies & operations

ii At the client level focus is on providing financial literacy integrated with women's empowerment – to capacitate women clients on social, gender, legal rights and entitlements

iii. Developing new products and services that fulfil women's practical and strategic needs

With the aim of mainstreaming gender into institutional spaces and operations of MFIs/SHPIs, PSIG conducted series of gender sensitization workshops with all the partner institutions. The objective of the workshop was to bring together different partner organizations of PSIG to discuss, exchange ideas and share their experiences on addressing gender concerns in their institutions and in dealing with their women clients and participants. The workshops were crucial to understand the perceptions of MFIs/SHPIs related to integrate gender into their operations. By the end of the workshop, a gender road map with key gender indicators and expected outcomes at the MFI/SHPI level as well as the ownership of the gender and social empowerment priorities was drawn. **However it has been strongly felt that given the commitments of these institutions for their regular operations, they may require handholding support to work towards institutionalising the gender issues as well.**

PSIG team further developed a Gender mainstreaming framework that was consistent with the international acceptable norms of IMPACT and Social Performance Management framework. **The**

framework helps in defining various intervention areas and unpacks gender mainstreaming within institutions and operations of MFIs/SHPIs along with key indicators to measure the change. The framework list 14 areas of interventions include i. Vision, ii. Mission statement and its explicit reference to promoting gender equality goals iii. Setting clear HR policy for promoting gender equality and iv. Pro-active measure to prevent sexual harassment and redressal / complaints mechanism to deal with it (forming of Internal complaints committee), v. ensuring gender equality in governance and management decisions (For instance number of women in board of governance, number of women in senior and mid level position, Number of women posted at branch level, Number of solo women branches) vi. Promotion of equal opportunities and entitlements for women and men for infrastructure and practices at workplace (eg. separate sanitation facility for men and women at branch level), vii. Engendering product design and services that reduces women's drudgery and benefits them viii. Key client protection measures for adoption.

In order to concretise past efforts, interventions and with the purpose of institutionalizing gender at partner MFIs/SHPIs/RRBs level at both policies and operations levels, **this TOR is developed to invite consultancy services to design, initiate and provide necessary hand holding support on gender mainstreaming interventions to partner MFIs/SHPIs/RRBs of PSIG. 29 MFI's & x RRBs have agreed to adopt benchmarks on gender equality in organisational process, incorporated in policies and operations.**

Objective

The overall goal of gender mainstreaming in microfinance is to ensure a more inclusive and gender sensitive microfinance operations. In this light, the purpose of this intervention is to help partner MFIs/SHPIs/RRBs develop greater clarity and understanding on gender and women's empowerment & its relevance to operations of microfinance institutions. And to use this improved understanding to catalyse/motivate microfinance institutions to review & strengthen organisational vision, mission and operational process to promote gender equality and women's empowerment.

The key objective of mainstreaming gender is to bring systemic & structural changes to ensure equality and empower women. In order to provide gender sensitive and responsible services, Institutions need to develop the policies internally in such a manner that the client of the MFIs feels comfortable and confident in accessing the services. As we all know there is definite difference in the functioning of SHG and JLG. In the light of this, the assignment is envisaged to fulfil following objectives.

- To capacitate/enable microfinance institutions/ SHPIs/RRBs with robust policies and practical know how to incorporate gender equality vision in the way they plan, allocate resources and in their organisational policies and operations thus institutionalising organizational practices
- Build up the gender sensitive institutional practices with the best practice models in order that the staff members & frontline service providers demonstrate fair, respectful and dignified behaviour towards women clients and women colleagues at workplace.
- To build on evidences on available technical expertise, cost and impacts/benefits of the gender mainstreaming interventions with MFIs/SHPIs/RRBs in the 4 intervention states.

Scope of work

The programme operates in 4 states i.e Uttar Pradesh, Bihar, Odisha and Madhya Pradesh and implemented through 29 partner MFIs and SHPIs/RRBs. The consultant needs to:

- i. **Undertake a gender assessment of microfinance institutions & identify gaps & opportunities**
- ii. **Develop the Toolkit on Gender Mainstreaming in consultation with financial institutions and how to continue working with this tool kit in future**
- iii. **In consultation with individual MFI's/SHPIs draw up an a Gender Action Plan to institutionalize/mainstream**
- iv. **Implement action plan including but not limited to capacity building of staff**
- v. **Robust monitoring to track and report back on progress**
- vi. **Disseminate lessons learnt and good practice**

Focus the intervention on 5 specific areas and unpack following from the concerned institutional lens:

Vision, Mission and Goal, Human Resource policy, Governance and Management, Product development and re-dressal and complaint mechanism for clients

As a first step in the process, design and undertake a participatory assessment of gender sensitive practices of partner MFIs/SHPI/RRB. The assessment would involve detailed review and analysis of existing strategies, policies and practices and related documents on the 5 specified areas of the partner MFIs/SHPIs/RRBs from a gender perspective. Along with documentation of specific strategies and practices on promotion of gender equality (if any) undertaken by the partner MFIs/SHPIs/RRBs in each of the 5 areas, Gender equality assessment process could also entail a process of grading of partner institutions based on the existing gender practices in their institutions.

Further, assessment would also look at closely examining product design and development processes along with delivery provisions adopted by various MFIs/SHPIs/RRBs. This could entail looking at the terms and conditions of loan, creation of social products and assets for improving quality of life of women. The consultant may also recommend the new product requirements, how to design financial products and services tailored to the needs of women clients based on gender specific needs and responsibilities.

Engage with select institutions to develop actions plan based on the findings of the gender assessment and secondary research, the consultant is expected to help organisations benchmark current gender equality practices, build on existing initiatives and enable them to graduate to better practices. The consultant would engage with the institutions to assess themselves against gender principles/parameters. The aim is not to evaluate the performance of MFI/SHPI/RRB on gender equality but to help them to own the process of analysis and reflect themselves for the need to transform for the benefit of eventual women clients.

Build the capacities of the institutions to undertake individual assessment of mainstreaming exercises and activities with partner MFI staffs and facilitate hand holding support for initiating the process at each MFI level from time to time. This would include trainings and meetings with all level of the staff, field visits and interaction with clients and other stakeholders. The MFI/SHPI/RRB should be encouraged to develop individual gender mainstreaming action plans along with resources and timelines.

The gender assessment should make use of participatory approaches for organizational analysis of existing practices and hidden voices on gender issues with respect to the parameters mentioned above and to promote learning cycle. It would be worthwhile to conduct Focus Group Discussions with male and female groups/ clients and also examine gender diversity gaps across social groups, religion, disabled and the girl child.

Monitoring and Reporting

The Consultant

- ✓ Will prepare the inception report based on the field analysis and understanding of institutional perspective and share the detail implementation plan for first 6 months with PSIG within one month of contract execution.
- ✓ Will develop broad work plan for the activities and training program it would conduct in consultation with PSIG Gender Team.
- ✓ Will submit monthly progress report on the activities.
- ✓ Conduct and document Institutional Gender Assessment process and disseminate analysis with MFI's to get their views & feedback.
- ✓ Based on the reflections and gap analysis, develop a dynamic gender mainstreaming tool kit which can also evolve over the project period.
- ✓ Develop Institutional gender Policy and mechanism to implement with time line.
- ✓ Will work with individual institutions and develop the individual plan and handhold and train for institutionalising the plan.
- ✓ Will prepare the completion report at the end of the pilot which will include sustainability plan and recommendations for scaling up.
- ✓ Quarterly review and mid- term meetings to track progress and address challenges if any and submission of reports.

Output and deliverables

The consultant is expected to deliver the following Outputs for the different points of gender mainstreaming process and interventions under this assignment as given below:

- 1) Inception report with design of gender assessment process, literature review, toolkit and work plan for implementation within one month of signing of contract
- 2) Comprehensive Gender Assessment Report.
- 3) Development of Gender mainstreaming tool kit that can be easily applied by the respective institution.
- 4) Closure workshop and completion report
- 5) The consultant will also deliver the additional outputs as required by SIDBI and DFID

All reports must be rigorous and thorough, highly readable and accessible, findings should be described using plain language and user-friendly. A short summary for all reports (3-4 page) pulling out headline findings and recommendations should be produced.

Outcome

- It is expected that 100% partner have included the gender objectives in their **Vision, Mission and Goal and human resource policy** with measurable indicators. This means staff of the institutions is able to explain clearly the rationale behind the integration of gender at this level
- 80 % of the partners have developed, integrated and disseminated **complaint mechanism for the clients and develop the re-dressal mechanism for attending the complaints.**
- At least 60 % of the partners have developed **women friendly product** based on need analysis and have encouraged the women to utilise those products and uptake of those products increase by X %.
- 30% partners have integrated gender into **Governance and management at different level**.eg having senior woman member on the board to represent the interest of women. Also there are positive discussions for improving the quality of life of women.
- 30% have also started **discussions on financial Literacy** regularly and also the key social issues concerning betterment of society e.g. discussion on entitlement (RSBY&NREGA) health, domestic violence etc are addressed. At least 2 of the key issues are discussed with women clients.
- **20% integrate all the indicators as mentioned above**

Competence and experience

The Consultants should have the following competencies:

- The consultant team should have sound understanding of gender mainstreaming processes with experience at national and international levels.
- A sound knowledge and understanding of microfinance sector and microfinance institutions functioning, structure, policies and operations is a must.

Individuals, organisations and/or consortium with established gender mainstreaming expertise and knowledge of microfinance sector and institutions functioning and processes are encouraged to apply

Logistics and procedures

The consultant is expected to follow the highest international standards with regards to data anonymity, and ethics in data collection exercises.

The consultant as well as resourced team of experts is able to implement and manage various activities simultaneously.

The consultant will need to comply with SIDBI's policies on fraud and anti-corruption and cooperate with any checks required from them for the duration of the assignment e.g. annual audited statements, policies on management of funds, etc.

The consultant will be expected to supply their own logistic requirements including office space and transport.

DFID and SIDBI will be involved in the process of Gender assessment and tool development, work-planning and review meetings, as well as commenting on task outputs. DFID and SIDBI will review the Quality assurance of study outputs, and holds the right to get outputs reviewed externally.

Timeline

The contract will be for the period of 13 months from the date of signing of the contract.

MODEL CONTRACT

FORM FOR CONSULTANCY CONTRACT.**Contract For:** _____**Contract Number:** _____

This Contract (hereinafter referred to as the Contract) dated _____, 20.. is made between:

SIDBI name and address (hereinafter referred to as CLIENT)

And

_____ (hereinafter referred to as the Consultant)

Whereas:

- SIDBI may require the Consultant to supply certain services under the terms of the Contract, and as more particularly defined in the Contract Letter (hereinafter referred to as the Services) which shall be placed pursuant to the Contract (see Section 3),
and
- the Consultant, having represented to SIDBI that they have the professional skills, personnel and technical resources, have agreed to supply the services when required during the period of the Contract

it is hereby agreed as follows:

1. Documents

The Contract shall comprise the following documents:

- | | |
|-----------|-------------------------------------|
| Section 1 | Form of Contract (this document) |
| Section 2 | Conditions of Consultancy Contracts |
| Section 3 | Terms of Reference |
| Section 4 | Special Conditions |
| Section 5 | Schedule of Prices |

2. Previous Communications

This document constitutes the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation to the Services to be undertaken in accordance with the Contract.

3. Provision of Services

The Consultant agrees, during the period of the Contract, to make themselves available if required, to provide the Services to be undertaken in accordance with the Contract. The Consultant is required to pass to within one month of completion of a task, all documents and working papers accumulated during the course of the service.

4. Financial Limit

Total financial limit for this project is Rs. _____ (Rupees _____)

5. Payment

In consideration of the Services performed by the Consultant under the terms of this Contract, SIDBI shall make to the Consultant such payments and in such manner as provided in Section 5, Schedule of Prices, within the financial limit specified.

6. Commencement and duration of the Services

This Contract will remain in effect from _____, 20.. and expire on _____, 20.. unless terminated earlier in accordance with the provisions of the Contract.

7. Acknowledgement

The Consultants shall confirm acceptance of the terms of this Contract by signing and returning to SIDBI the duplicate copy enclosed herewith within a period of 30 days.

For and on behalf of/ acting for and on behalf of the CLIENT

Name _____

Position _____

Signature

Date

For and on behalf of the Consultant

Name

Position

Signature

Date

Section 2

CONDITIONS FOR CONSULTANCY CONTRACTS

1. Construction of Contract

1.1 The Contract shall be governed by and construed in accordance with the laws of India.

2. Definitions

2.1 "the Consultants" means the person, firm or company with whom the Contract is placed.

2.2 "SIDBI " means Small Industries Development Bank of India.

2.3 "the Contract" means the contract between SIDBI and the Consultants consisting of the Form of Contract and the documents listed therein.

2.4 "the Services" means those activities more particularly defined in Section Terms of Reference/Scope of Work, as referred to in Section 3 of the Contract.

2.5 "the Project Officer" means the person named in Section 4 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.

2.6 "the Contract Officer" means the person named in Section 4 who is responsible for all contractual aspects of the contract.

2.7 "the Administration Officer" means the person named in Section 4 to whom all administrative issues should be referred.

3. Instruction and Approvals

3.1 All consultancy assignments and contracts need to be approved by the delegated authority

4. Personnel

4.1 The Consultants shall communicate through their proposal the personnel to be engaged in providing the services. The prior approval of the Contract Officer will have to be obtained by the Consultants in respect of any new person engaged. Such personnel shall perform the Services with all due diligence, efficiency and economy, in accordance with appropriate professional standards.

- 4.2 Nothing contained in this Contract shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between SIDBI and the Consultants or any staff of the Consultants.
- 4.3 All Consultants' personnel provided shall be suitably qualified, experienced and physically fit to carry out the work required of them. In the event that any are deemed to be unsuitable, the Project Officer may, notwithstanding any prior approval, so notify the Consultants in writing, giving reasons for unsuitability. On receipt of such notification the Consultants shall without charge provide a suitably qualified and acceptable replacement for any such person with the minimum of disruption and delay to the Project in relation to which the Services are provided.
- 4.4 The Consultants shall not be entitled to substitute personnel unless the Contract officer gives written consent to such substitution. Consent, to any such - substitution shall not be unreasonably withheld but be conditional upon the provision by the Consultants of a suitable replacement. The Contract Officer shall be entitled to withdraw such consent, and to require the reinstatement or further replacement of any substituted personnel if, in the reasonable opinion of the Project Officer, the replacement is unsuitable.
- 4.5 SIDBI shall not be liable to meet any costs arising from the replacement of the Consultants' personnel who are engaged on the Contract.
- 4.6 The Consultants are responsible for all acts and omissions of persons engaged by the Consultants whether or not in the course of performing the services and for the health, safety and security of such persons and their property and the Consultant shall indemnify SIDBI in respect of any claim (including legal costs incurred by SIDBI in defending such claim) made against SIDBI by such persons except where the loss, damage or claim arises out of the negligence of SIDBI or its employees.
- 5. Financial Limit**
- 5.1 The Financial Limit under this Contract is stated in the Form of Contract. No expenditure may be incurred in excess of this limit and no variants between budgets are permitted without the prior written authority of the Contract Officer.
- 6. Fees & Reimbursable Expenses**
- 6.1 Fees quoted for each productive day are deemed to cover the cost of salary, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in the Contract.

7. Payments

- 7.1 Invoices should be submitted in accordance with the specific instructions provided below.
- 7.2 Subject to SIDBI being satisfied that the Consultants are or have been carrying out their duties, obligations and responsibilities under the Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 7.3 Payment shall be made in Indian Rupees unless otherwise agreed to.
- 7.4 If for any reason SIDBI is dissatisfied with performance of the Contract, an appropriate sum may be withheld from any payment otherwise due. In such an event SIDBI shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 7.5 Should SIDBI determine after paying for a particular service that the service has not been completed satisfactorily, SIDBI may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.

8. Payment to Sub-Contractors

- 8.1 In the event that the Consultants let a sub-contract with a supplier or contractor, such sub-contract shall include the requirement that payments due to be made to the sub-contractor shall be paid within a period not exceeding 30 days of receipt of a valid invoice as defined in the sub-contract.

9. Corrupt Gifts and Payments of Commission

- 9.1 The Consultants warrant and represent to SIDBI that the Consultants have not:
- a. offered to give or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or for showing or forbearing to show favour or disfavour to any person in relation to the Contract;
 - b. entered into the Contract in connection with which commission has been paid or agreed to be paid by the Consultants or on their behalf, or to their knowledge, unless before the Contract was made, particulars of any such commission and of the terms and

conditions of any agreement for the payment thereof were disclosed in writing to the Contract Officer.

9.2 Any:

- a . breach by the Consultants of the warranty and representation contained in clause 9.1:
or
- b. commission of any offence by the Consultants under the Prevention of Corruption Acts in relation to this Contract

shall entitle SIDBI to terminate the Contract and recover from the Consultants the amount of any loss resulting from such termination and/ or to recover from the Consultants the amount or value of any such gift, consideration or commission.

- 9.3 In clause 9.2 references to the Consultants includes anyone employed by them or acting on their behalf (whether with or without their knowledge).

10. Commissions and Discounts

The Consultants shall not accept for their own benefit any trade commission, discount or similar payment or benefit, (including but not limited to air flights or other benefits obtained from travelling as passengers on particular airlines), in connection with the Contract. In addition, the Consultants shall use their best endeavors to ensure that neither their subcontractors, nor the personnel or agents of either the Consultants or subcontractors shall receive any such additional remuneration or benefit. Any such discounts, commissions, payments or benefits shall be passed on to SIDBI immediately.

11. Invoicing Instructions

- 11.1 Invoices for work undertaken by Consultants in respect of the Services must be presented in duplicate.
- 11.2 Invoices should bear the Contract reference, be numbered sequentially and dated, and marked "For the attention of the Contract Officer" named in Section 4. The final invoice presented in connection with the contract should be endorsed "Final Invoice".
- 11.3 All invoices should contain details of expenditure actually incurred by the Consultants in the previous accounting period. Expenditure should be itemised in accordance with the Schedule of Prices at Section 5 of this Contract. Claims in respect of fees should specify the name, grade or designation, fee rate and hours/ dates of periods worked for each fee.

SIDBI reserves the right to request proofs of payment in respect of any reimbursable item and shall be entitled to refuse to meet a claim if this cannot be provided.

- 11.4 All invoices should be endorsed as follows: "We certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before".
- 11.5 All invoices should be signed by the Partner or the accounts holder or the Project Leader.
- 11.6 Any invoice not presented in accordance with the above may be rejected and in any, event shall be liable to query and delay in payment.

12 Indemnity

- 12.1 The Consultants shall exercise reasonable skill, care and diligence in the performance of the Contract and indemnify and keep SIDBI indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the Consultants or the Consultants' servants, agents or sub-contractors in relation to the performance or otherwise of the Services to be provided under this Contract.

13 Assigning to Others

- 13.1 The Consultants shall not, without the prior written consent of SIDBI, assign or transfer or cause to be assigned or transferred, whether actually or as the result of take over, merger or other change of identity or character of the Consultants, any of its rights or obligations under the Contract or any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by SIDBI.

14 Limit of Liability

Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Consultant or the Consultant's Personnel the Consultant's liability under this Contract shall be limited to the amount of the Financial Limit.

15 Termination

- 15.1 SIDBI may, at its sole discretion and at any time terminate the Contract and inform the Consultants of SIDBI's decision by written instruction to that effect. (Normally, there will be notice period for termination). In the event of the Contract being so terminated, the Consultants shall take such steps, as are necessary to bring the Services to an end

(including terminating any sub-contracts placed by the Consultants) in a cost effective, timely and orderly manner.

- 15.2 Should the Services or any portion thereof not be carried out to the satisfaction of SIDBI as notified under clause 7.4 or within the time or times specified in or under the Contract, SIDBI may, without prejudice to any other remedies, by notice in writing to the Consultants terminate the Contract either in respect of the Services which have not been carried out in accordance with the Contract at the time of such termination or in respect of all the Services to which the Contract relates other than those carried out in accordance with the Contract before that time. In such case the Consultants shall not be entitled under the Contract to payment of any amount by way of compensation.
- 15.3 The Contract may be terminated by SIDBI by notice in writing to the Consultants if at any time the Consultants either directly or through their servants or agents or sub-contractors commit any breach of their obligations hereunder or being an individual or, where the Consultants are a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order or administration order made against them or shall make any composition or arrangement with or for the benefit of their creditors or shall make any conveyance or assignment for the benefit of their creditors or if the Consultants being a company, an order is made, or a resolution is passed, for the winding up of the Consultants, otherwise than a member's voluntary winding up for the purpose of amalgamation or reconstruction (subject to the prior approval of SIDBI) or a receiver or administrator is appointed of the whole or any part of the undertaking of the Consultants, SIDBI may forthwith terminate the Contract.

16. Force Majeure

- 16.1 If the performance of the Contract by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of the Contract and as from the date of that notification SIDBI may at its discretion either terminate the Contract forthwith or suspend the performance of the Contract for a period not exceeding 6 months. If at the expiry of such period of suspension any of the reasons for the suspension still remain, SIDBI and the Consultants may either agree to a further period of suspension or treat the Contract as terminated. In the event of the Contract being terminated by reason of force majeure, the Consultants shall take such steps, as are necessary, to bring the Services to an end, (including terminating any sub-contracts placed by the Consultants) in a cost effective, timely and orderly manner. The Consultants shall submit an account in writing which shall state the amount claimed taking into account all fees and costs properly incurred or committed by the Consultants in relation to the Contract or its termination which

cannot be recovered. Always provided that payments are within the Financial Limit and not subject to dispute, SIDBI shall:

- a. pay all fees, expenses and other sums due and outstanding under the terms of this Contract upto and including the date of termination ("the Relevant Date");
- b. reimburse all reasonable expenses necessarily incurred by the Consultants after the Relevant Date in winding up the Contract.

17 **Disclosure of Information, Intellectual Property Rights and Official Secrets Act**

17.1 The Consultants shall not during or after the termination of the Contract disclose to any third party any Confidential Information arising from the Contract (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written Permission of SIDBI For the purposes of this clause 17, "Confidential information" shall mean information relating to proprietary, technological, economic, legal, administrative business and technical matters of SIDBI and/or the Recipient including but not limited to information disclosed orally, documents, drawings, diagrams, models, programs, computer data or any part or copy of such information. The Consultants shall not use any information in a way, which would cause embarrassment to SIDBI or to the Government of India or the Recipient.

17.2 Any publication shall contain an express acknowledgement of the Consultants' copyright and the following statement:

"This document is an output from a project funded by the Small Industries Development Bank of India (SIDBI) for the benefit of developing countries. The views expressed are not necessarily those of SIDBI."

17.3 Consultants shall within 10 days of the date of publication supply SIDBI - with as many copies of any publication as SIDBI may reasonably request.

Subject always to the provisions of Clause 17.1 above:

- a. Where the Consultants are contracted by SIDBI to supply Services to a Recipient, the originals of any reports should be addressed to that Recipient. Such reports and any other document or materials prepared or inventions or information produced as a result of the performance of the Services and all intellectual property rights therein, unless otherwise specifically stated in the Contract, shall be and shall remain the property of the Consultants.

b. Where the Consultants are contracted to supply Services directly to SIDBI all reports should be addressed directly to the Project Officer. All intellectual property rights in such reports and any other documentation or materials prepared or inventions or information produced as a result of the performance of the Services shall be and shall remain the property of the Consultants.

c. The Consultants hereby grant to SIDBI a worldwide non-exclusive irrevocable royalty free license to Use the reports and any other documentation or materials and any intellectual property rights therein as described in sub-clauses 17.3.a and 17.3.b. "Use" in this clause shall mean the use, reproduction, publication and transfer of or other dealing with the reports, other documentation, materials and the intellectual property rights therein, including the production and sale of products incorporating the same for use by any person or for sale or other dealing anywhere in the World. SIDBI shall be entitled to sub-license the intellectual property rights referred to in this clause to any person or entity (including, but not limited to the Recipient), on any terms which SIDBI thinks fit.

17.4 When the Services are supplied directly to SIDBI, the Consultants shall take all reasonable steps to ensure that personnel engaged on the Services have notice that the provisions of the Official Secrets Acts apply to them and will continue to apply after completion or earlier termination of the Contract.

18 **Audit**

18.1 The Consultants shall keep accurate and systematic accounts and records in respect of the Services provided in such form and detail as will clearly identify all relevant time charges in respect of fees and all relevant costs in respect of reimbursable expenditure invoiced in accordance with clause 11.4. ("The Accounts and Records").

18.2 SIDBI or its representatives or auditors shall, on giving reasonable notice to the Consultants, have the right at any time to visit the Consultants' offices to audit the Accounts and Records and to require the Consultants to produce such oral or written explanations of the Accounts and Records as it considers necessary.

18.3 The Consultants shall make available to the persons carrying out an audit under clause 18.1 all Accounts and Records held by the Consultants, or otherwise within the control of the Consultants, whether held on computer or, in document or any other form, and, make such copies of the Accounts and Records as these persons may reasonably require and shall give them the necessary facilities for verifying the accuracy of the Accounts and Records made available.

18.4 The Consultants shall ensure that any sub-contract entered into pursuant to this Contract shall contain provisions identical to those set out in this clause 18, and that any sub-contractor to the Consultants complies with such provisions.

18.5 In the event that the results of an audit undertaken pursuant to clause 18 demonstrate that the Consultants have claimed any sums in respect of fees or reimbursable expenses in excess of their entitlement under the terms of this Contract, the Consultants shall within 30 days of a written demand by SIDBI reimburse SIDBI in full in respect of any such overpayment.

19 Settlement of Disputes

19.1 Should the Consultants and SIDBI be unable to reach agreement on the meaning or interpretation of any of the terms set out hereto or any other matters arising out of the Contract, the matter in dispute shall be referred to an arbitrator to be agreed between the parties, or failing such agreement to be nominated by **the President of the Indian Council of Arbitrators** on application of either party, and the decision of the arbitrator shall be final and binding on both parties. The place of arbitration shall be New Delhi.

20 Evaluation

20.1 CLIENT may undertake post project evaluation of the impact and cost-effectiveness of projects or programmes, which it funds. The Consultants shall, if required, give SIDBI or its representatives reasonable access to records held by the Consultants in connection with the Contract and shall give all reasonable co-operation to the evaluators appointed by SIDBI.

21 Conflict of Interest

21.1 Neither the Consultants, their personnel, nor any sub-contractors or their personnel shall engage in any personal, business or professional activities, either during the course of or after the termination of this Contract, which conflict with or could potentially conflict with the Services

21.2 The Consultant shall notify SIDBI immediately of any such activities or circumstances which give rise to or could potentially give rise to a conflict with the Services and shall advise SIDBI how they intend to avoid such a conflict arising.

21.3 In the event of a conflict as described in Sub-clause 21.1 above arising during the course of this Contract SIDBI reserves the right to terminate the Contract on giving written notice to the Consultants. In the event of such termination the provisions of clause 15 shall apply.

Section 3

Terms of Reference

Section 4

Special Conditions

(If any should be specified here).

Section 5

Schedule of Prices

Contract For: _____
Contract Number: _____

Annexure-I**ANNUAL TURN OVER STATEMENT**

The Annual Turnover of _____ (Name of the Firm/Resource organization) _____ for the last three years are given below and certified that the statement is true and correct.

1.2

1.3	Sl.No.	Financial Year	Turnover in Lakhs (Rs)
-----	--------	----------------	------------------------

1.		2014-15	
2.		2013-14	
3.		2012- 13	

Total - Rs. _____ Lakhs.

Average turnover for last three years - Rs. _____ Lakhs.

Date:

Seal:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

2.