



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

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

FOR

**HIRING OF HR CONSULTANT FOR PROVIDING SERVICES OF
EXECUTIVES TO THE BANK ON CONTRACT BASIS**

Small Industries Development Bank of India
Regional Office
Ratan Square, 605, VI th Floor,
20-A, Vidhan Sabha Marg,
Lucknow – 226001
Uttar Pradesh

वेबसाइट / Website: www.sidbi.in

Issued on September 25, 2021

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Data Sheet

Assignment Name	Hiring of HR Consultant for Providing Services of Executives to the Bank on Contract Basis
Method of Selection	Local Competitive Bidding (LCB)/ Quality and Cost Based Selection (QCBS) <ul style="list-style-type: none"> • 70% weight to Technical Proposal • 30% weight to Finance Proposal <i>(Details explained in Part III)</i>
Virtual meeting for pre-proposal conference	October 01, 2021 Time: 11:00 Hrs. Venue: Virtual meeting link will be provided to those evincing interest for joining the pre-proposal conference on our e-mail ids (srikantdas@sidbi.in & anupkb@sidbi.in)
Submission Date of Technical and Financial Proposals	Proposals to be submitted by hand/ courier/ post on or before October 18, 2021 till 1400 Hrs. Any proposal delivered after the deadline will not be considered and will be returned unopened.
Earnest Money Deposit (EMD)	Rs. 2,10,000/- (Rupees Two Lakh and Ten Thousand only) through Bank Draft or Pay Order payable to SIDBI. Besides Demand Draft / Pay Order, the payment towards EMD through Online Mode in the following account of SIDBI (through RTGS / NEFT) is acceptable. Bank: State Bank of India Branch: Ashok Marg, Lucknow Account name: Small Industries Development Bank of India Account type: Current a/c Account number - 37819113150 IFSC - SBIN0003347 GSTIN & PAN details of SIDBI GSTIN: 09AABCS3480N4ZT PAN: AABCS3480N
Tentative date of commencement of services	November 01, 2021
Validity of Proposal	Technical and Financial Proposals to be valid upto 180 days from date of submission

Contact Person for any clarifications	<p>Shreekanta Das, Deputy General Manager Phone: +91 - 8122228840 Email: srikantdas@sidbi.in</p> <p>Anup Kumar Barla, Manager Phone: +91 - 7704879477 Email Id: anupkb@sidbi.in</p>
Copies of Proposal	<p>Consultants must submit one original (hard copy) and one digital copy of the Technical Proposal in a pen drive and one Finance Proposal in original (hard copy) in sealed envelope, as per details given in Part VI.</p> <p>Proposals non-compliant with aforesaid will be disqualified.</p>
Proposal Submission Address	<p>Original / Hardcopy at the Lucknow address of SIDBI as stated below:</p> <p>The Deputy General Manager, Small Industries Development Bank of India, Regional Office, Ratan Square, 605, VI th Floor, 20-A, Vidhan Sabha Marg, Lucknow 226001, Uttar Pradesh</p>
Collaboration between firms for the purpose of this project	Consortium is not permitted.
Independent External Monitor (IEM)	<p>Shri Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, R. R. District Hyderabad - 500089 Mobile : 9788919555 Email : knageshwarrao@gmail.com</p>

TABLE OF CONTENTS

Part I	Letter of Invitation	5
Part II	Scope of Services	6
Part III	Evaluation of Proposals	10
Part IV	Instructions to Consultants	14
Part V	Payment Schedule	17
Part VI	Proposals	18
Part VII	General Terms and Conditions	20
Part VIII	Formats	32

Part – I: Letter of Invitation

महोदय/ महोदया,
Sir/ Madam,

SUB: HIRING OF HR CONSULTANT FOR PROVIDING SERVICES OF EXECUTIVES TO THE BANK ON CONTRACT BASIS

You are hereby invited to submit your “**ELIGIBILITY AND TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” for providing services of Executives to the Bank on Contract basis, which would form the basis for future negotiations and ultimately a contract between your firm / Company and the Small Industries Development Bank of India (hereinafter referred to as Client).

2. The proposal complete in all respect should be submitted with subject “HIRING OF HR CONSULTANT FOR PROVIDING SERVICES OF EXECUTIVES TO THE BANK ON CONTRACT BASIS” latest by October 18, 2021 14:00 hours.
4. Public opening of the Eligibility and Technical Proposal will take place at on October 18, 2021 14:00 hours.
5. The Bank reserves the right to accept or reject any or all the Proposals in whole or part without assigning any reasons.
6. The proposal submitted should be valid for 180 days from the last date of submission without any changes in the proposed price. The Client will make its best efforts to select a Consultant firm/ company within this period. The Client may solicit your consent to an extension of Proposal validity (but without any modification in the Financial Proposal).
7. Please note that the payment which you receive from this assignment will be subject to applicable tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.
8. We would appreciate if you inform us by email:
 - a. Your acknowledgement of the receipt of this letter of invitation and;
 - b. Whether or not you will be submitting a proposal.

Yours faithfully

-Sd/
(Shreekanta Das)
Deputy General Manager

Part II: Scope of Services

The Bank intends to hire a HR Consultant for providing services of below mentioned Executives on contract basis. The executives will be on the payroll of the Consultant. The Consultant will be paid the service fee including the remuneration of Executives working for SIDBI on monthly basis.

In this regard, the Bank is requesting proposals from Manpower providing agencies. Bank may, at its sole and absolute discretion, choose to avail all services or part thereof. Such decision may be advised during the course of the project. The indicative terms of engagement of Executives are as under:

A. Name of position	Credit Analyst	Development Executive
B. Type of the engagement	The Executives will be hired on contract basis by the Consultant.	The Executives will be hired on contract basis by the Consultant.
C. No. of positions	06 nos. Though six executives are proposed to be placed under this profile, however, the nos. of Executives may change.	06 nos. Though six executives are proposed to be placed under this profile, however, the nos. of Executives may change.
D. Duration	Initially for one year , extendable at sole discretion of the Bank.	Initially for one year , extendable at sole discretion of the Bank.
E. Location	Noida (2), Kanpur (2), Varanasi (1) & Prayagraj (1) at SIDBI Branch Offices (BOs). The candidates should be local residents. These executives would be reporting to the BO-In-charge after the initial mentoring and training.	One Executive each at Agra, Gorakhpur, Shamli, Moradabad, Lucknow & Shahjahanpur at SIDBI desks to be set up at DIC office. The candidates should be local residents. These executives would be reporting to the nearest BO-In-charge after initial mentoring/ training.
D. Qualifications	Graduate in Finance / Commerce or Business Management with 3-4 years of experience in a Bank or NBFC or Financial Institution preferably on the credit side. Working knowledge of computers including exposure to Window based applications such as MS Office/ MS Excel, e-mail, etc.	Graduate in Finance / Commerce or Business Management with 1-2 years of experience in a Bank or NBFC or Financial Institution. Exposure to Development Sector would be preferred Working knowledge of computers including exposure to Window based applications such as MS Office/ MS Excel, e-mail, etc.

		Good written and verbal communication both in English and Hindi.	Good written and verbal communication both in English and Hindi
E.	Age	Age not exceeding 30 years	Age not exceeding 30 years
F.	Indicative remuneration	Upto Rs.70,000/- (all inclusive) per month Only outstation travel involving night stay duly approved will be reimbursed as per actuals to the Executives by the Bank.	Upto Rs.60,000/- (all inclusive) per month Only outstation travel involving night stay duly approved will be reimbursed as per actuals to the Executives by the Bank.
G.	Broad scope	Appraisal of loans in SMART especially smaller and parametrised cases. Business development/ Lead generation. Dissemination of SIDBI's Direct Finance Schemes. Back office support services. Follow-up & monitoring. Extensive local and outstation travel would be required in nearby districts. Any other work assigned from time to time.	Liaison with cluster representative, Industry Associations, DICs, MSMEs etc. Knowledge and dissemination of SIDBI's Direct Finance Scheme and other Govt. Schemes including MUDRA, Stand Up India, Start UP India etc. Guide unemployment youth on Swavalamban & Entrepreneurship development. Coordinate and support nearest Branch Office for generation of business leads and undertaking follow-up, monitoring visits, collection of balance sheets/ BCC/ AOD of customers, etc. Extensive local and outstation travel would be required in nearby districts. Any other work assigned from time to time.

2.1 Broad scope of services:

- a. Drawing up Job Profiles for both the positions of Executives whose services will be availed by the Bank through the Consultant.
- b. Determining essential attributes like experience, skills & qualifications, KRAs, suggesting compensation package including bench marking of CTC etc. keeping in view the details provided above.

- c. Advertising the positions, sourcing, collection and scrutiny of applications and identification of suitable candidates for interview, application handling and storage, screening, tests / Interviews, negotiations, performance matrix etc.
- d. Managing the complete hiring process from registering a vacancy to the arrival of the successful applicant at the location allotted.
- e. The Consultant will prepare a shortlist, after completing its scrutiny process consisting at least five times the number of positions required. These shortlisted candidates will be interviewed for final selection by an Interview Panel formed by SIDBI.
- f. The Consultant will be responsible for arranging interview process by coordinating with SIDBI and candidates for the interview.
- g. The Consultant will issue the offer letters to the candidates recommended by the Interview Panel and will also arrange for joining of the successful candidates at the respective places.
- h. The Consultant will also prepare a list consisting of waitlisted candidates from the interview process conducted for any future requirements.
- i. The Consultant will also be responsible for filling up any vacancies arising during the contract period within two weeks from the notification of such vacancy.
- j. The Consultant will also provide suitable replacement of Executive on-leave for more than two days and interim Executive in case of any vacancy arising due to resignation till filing up of the position.
- k. Tasks related to on-boarding of such candidates including handling references, clearances and professional background checks and criminal records etc.
- l. The candidate selection shall be finalized by SIDBI and SIDBI reserves the right to select/ reject the candidates sourced by the Consultant without assigning any reasons whatsoever.
- m. The selected candidates shall be on the rolls of the Consultant and the payroll of the selected candidates shall be managed by the Consultant only. SIDBI will not be responsible for any payment to the Executives except reimbursement of costs, if any, as indicated above.
- n. In consideration of the services to be rendered by the selected Executives, the Client shall pay the consolidated fee including remuneration of Executives and management /service fee of the Consultant as finalized by way of bidding process inclusive of applicable taxes and shall not be liable to pay any other expenses/ fees to the Consultant.
- o. All the issues pertaining to Executives on contract basis shall be handled by the Consultant and its designated staff including their payroll, maintenance of attendance, leaves etc. The Client shall not be responsible for the same in any

manner.

- p. The Consultant shall be responsible for any loss/theft/ pilferage of damages to the properties belonging to SIDBI, caused by the Executive's negligence and will pay/ compensate to SIDBI accordingly.
- q. The Consultant shall at their own costs, employ/ deploy Executives to render aforesaid services to SIDBI and the Consultant shall be solely responsible for timely payment of their wages/ salaries, remuneration and other obligatory dues/ benefits under the prevailing laws, or which may be enforced, during contract period.
- r. The Consultant shall comply with all the provisions of applicable labour laws and/ or any other acts for which such personnel are subjected to and shall keep SIDBI indemnified from all such acts, omissions, faults, breaches and any claims, payment, loss, demands, injuries, and expenses etc. in connection with such personnel deployed by the Consultant. SIDBI will not be responsible for such acts, omissions, faults, breaches and/ any claims, payments, loss, demands, injuries and expenses etc., and that there shall be no privity of contract between the Consultant and SIDBI.
- s. The Consultant will be hired as per the outsourcing policy of SIDBI and as amended from time to time.
- t. Any other specific job or hiring related services of Executives as required by SIDBI.

The Consultant has to envisage all necessary services to be provided to achieve the objectives of this assignment and ensure that the same is delivered to the Client.

Omission of details in the proposal of the services required to be provided by the Consultant or mis-description of details generally acknowledged to be customary and/ or necessary to carry out such services or which the Consultant knows or reasonably should have known will not relieve the Consultant from performing such omitted details of the services and they must be performed as if fully and correctly set forth and described in this proposal.

2.2 Schedule for completion of the tasks

The selected Consultant should finish advertising the positions, scrutiny of applications, for organizing interview of shortlisted candidates by the Interview Panel constituted by SIDBI and issuance of offer letters to the selected candidate within three weeks from the contract signing date.

The future vacancies arising during the course of this contract shall be filled by the Consultant within two weeks after receiving notification of such vacancy.

Post the evaluation process the selected Consultant would be initially contracted by the Bank for a period of 12 months. The Bank reserves the right to reduce or extend the stipulated timeframe of 12 months for an additional period as it may deem appropriate, at the same commercial terms and condition with an annual increment of 5% of the remuneration payable by the Bank.

Part III: Evaluation of Proposals

Proposal Opening & Evaluation Criteria

Proposals to be submitted in two separate envelopes corresponding to two (2) stages for evaluation process:

- Eligibility and Technical Evaluation
- Financial Evaluation

The evaluation committee will open the Technical Proposals in presence of Consultants' representative(s) who choose to attend, at the time, date and venue mentioned in RFP.

1. Eligibility and Technical Evaluation:

The Consultants need to fulfil the eligibility criteria mentioned below. Proposals from the Consultants who do not fulfil any of the following eligibility criteria will be rejected.

Consortium is not permitted and credentials, resources of only Sole Consultant will be considered for evaluation.

Sl. No.	Eligibility Criteria	Documents to be submitted
1	The Consultant should be a limited company (Public/ Private) or LLP registered in India under the Companies Act, 1956/ 2013 or Partnership firm registered in India under Partnership Act 1932/ 2008 as amended for the last 3 years as on RFP issuance date.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility Proposal.
2	The Consultant should have experience of at least 1 completed assignment in providing professionals/executives to Public Sector Banks (PSBs) or private sector financial institution (Banks/NBFCs etc.) in last 5 years (date of completion of assignment should be within last 5 years of issue of this RFP).	Completion Certificate or a Self-Declaration to be furnished by the Consultant on its letter head as per given Format-2 . In case of self-declaration, Consultant must provide a copy of the detailed work order, bank statements indicating payments made by the client and contact details of key official at Client's end who may be contacted for confirmation of credentials.
3	The Consultant should have Positive Networth in last three financial years . (i.e. 2018-19, 2019-20 & 2020-21)	Information to be provided as per Format-8 duly signed by CA (on the basis of financial statements for FY 2018-19, 2019-20 & 2020-21).
4	The Consultant should be a Manpower Service provider with an annual revenue of at least INR 100 lakh in each of the three financial years (i.e. 2018-19, 2019-20 & 2020-21)	

	<p>Manpower service provider refers to a firm involved in providing professionals/ executives with specialized expertise & experience to various organisations as mentioned above.</p> <p>Revenues refer to revenues that the firm has earned from its core area of business i.e. manpower service providing.</p>	
5	The Consultant should not be owned or controlled by any Director or Employee of SIDBI (or their Relatives)	Self-Declaration by the Consultant on its letter head as per Format 4 .
6	The Consultant 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 to this effect on the company's letter head should be submitted as per Format 5 .
7	The Consultant should submit Pre-Contract Integrity Pact as per format provided.	Pre-contract Integrity Pact duly signed by authorised signatory on non-judicial stamp paper of requisite value (cost to be borne by the Consultant) as per Format 11 .

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

All Technical Proposals will be evaluated by a consultancy evaluation committee. A maximum of 100 marks will be allocated for the technical evaluation. Consultants scoring less than 70 marks (cut- off score) out of 100 marks in the technical evaluation shall not be considered for further selection.

The Consultant will be awarded marks against only one sub-parameter listed under each parameters except for parameter 6 for Team Composition in the following table based on the information provided as per **Format 9** and other Formats with supporting documents given.

S. N.	Evaluation Parameters	Marks	Max. Marks
1.	Location of Consultant		10
1.1	Presence of office (HO/BO) at any location indicated for deployment of Executives	5	
1.2	Presence of office (HO/BO) in Lucknow, UP	10	
2.	Approach, Methodology and Work plan		20
2.1	The Consultant will be evaluated for its Approach, Methodology and Work plan provided as per Format 7	20	
3.	Average annual revenue during three financial years (i.e. 2018-19, 2019-20 & 2020-21)		10
3.1	Upto 200 lakh	5	
3.2	More than 200 lakh	10	

4.	Total number of Executives with similar profiles of Credit Analyst/ Development Executives provided to Public Sector Banks (PSBs) or Private Sector Financial Institution (Banks/NBFCs etc.) during last five years		20
4.1	Upto 12 Executives	15	
4.2	More than 12 Executives	20	
5.	Experience of providing manpower services on outsource basis similar to this assignment where Executives work at Client sites but are managed by the Consultant		10
5.1	Experience of providing skilled manpower (Graduate and above)	5	
5.2	Experience of providing Executives with similar profiles	10	
6.	Composition of team proposed by Consultant for the assignment		30
6.1	Team leader	15	
6.2	Deputy team leader	10	
6.3	Coordinator	5	
	Total		100

The evaluation committee may, at its sole discretion, decide to seek more information / proof from the respondents.

2. Financial Evaluation

The Financial Proposals as per **Format 10** of technically qualified Consultants i.e. Consultants scoring more than 70 marks will be opened. In respect of all the qualified Consultants, a combined techno-commercial evaluation will be done by the evaluation committee as per the following procedure:

The Consultant will provide its Management fee/ Service fee as % (percentage) of the Fixed charges (i.e. remuneration of Executives) in the Financial Proposal.

Technical score of the Consultant (say A) scoring the highest marks will be considered as 100. Technical Score (T) for other Consultants (say B, C etc.) will be computed using the formula, $T = \text{Marks of B} / \text{Marks of (highest scorer) A} * 100$.

Similarly, Financial Score of all technically qualified Consultants will be arrived at taking the lowest quoted cost (say C) as 100. Marks for other Consultants will be calculated using the formula $\text{Financial Score} = \text{Cost of L1 Consultant (C)} / \text{Cost quoted by Consultant} * 100$.

A "Combined Score" will be arrived at, by taking into account both marks scored through technical proposal evaluation and the financial quotes with a weightage of 70% for technical and 30% for financials. The successful Consultant will be the one who has the highest Combined Score (H1), up to 2 decimals.

Formula for calculating the Combined Score is as following.

$$H = (T / (T 1) \times 70) + ((C 1) / C \times 30)$$

Whereas:

- H = Combined Score
- T = Technical Score
- T 1 = Highest Technical Score
- C = Financial Quote
- C 1 = Lowest financial quote

Illustration of Calculating Combined Score:

Bidder	Technical Evaluation Marks (T)	Management fee in %(C)	Technical Score	Financial Score	Combined Score (out of 100)
A	95 (T 1)	18	$(95/95) \times 70 = 70.00$	$(10/18) \times 20 = 16.67$	$70.00 + 16.67 = 86.67$ (H-3)
B	90	13	$(90/95) \times 70 = 66.32$	$(10/13) \times 20 = 23.08$	$66.32 + 23.08 = 89.04$ (H-1)
C	80	10 (C 1)	$(80/95) \times 70 = 58.95$	$(10/10) \times 30 = 30.00$	$58.95 + 30.00 = 88.95$ (H-2)

In the above example, B with highest score (H-1) becomes the successful Consultant. In case of a tie (i.e. if two or more Consultants receive the same combined score), the Consultant with the higher technical score shall be declared as successful Consultant.

Kindly note that the Evaluation Committee reserves the right to finalize the scores from the available Proposal documents including any clarifications sought and the evaluation committee decision on techno-commercial evaluation is FINAL and binding.

Part IV: Instructions to Consultants

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

The two envelopes shall be placed into an outer envelope and sealed. The outer envelope and the Financial Proposal envelope shall bear the submission address, and title of the assignment i.e. “**HIRING OF CONSULTANT FOR PROVIDING SERVICES OF EXECUTIVES TO THE BANK ON CONTRACT BASIS**”. An authorised representative of the Consultant will initial all pages of the Original hard copy of the Eligibility cum Technical and Financial Proposals.

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

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

4.1 Submission of Proposals

- 4.1.1 Consultants are permitted to submit only one Proposal.
- 4.1.2 The Covering Letter and Financial Proposal should be on the Consultant’s letter head.
- 4.1.3 The Proposal preparation and submission of the proposals is entirely the responsibility of the Consultant, regardless of the conduct or outcome of the evaluation process.
- 4.1.4 Please note that the cost of preparing a proposal and of negotiating a contract including visits or any other expenses, if any, is not reimbursable as a direct cost of the assignment.
- 4.1.5 The proposal should be submitted at the address mentioned within the timeline provided.
- 4.1.6 The proposals will be opened as per the proposal schedule indicated in RFP.

4.2 Public Opening and Evaluation of Financial Proposals:

- 4.2.1 The Proposals shall be opened by the Client publicly in the presence of the Consultants’ representatives who choose to attend. In the opening meeting:
 - The mark of the technical proposal that met the minimum mark of 70 will be read out aloud.
 - Each Financial Proposal will be inspected to confirm that it has remained sealed and unopened.
 - The representative from SIDBI will open each Financial Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultants Financial Proposal. This information will be recorded in writing.
 - The Client shall prepare minutes of the public opening.

4.3 Award of Contract

SIDBI shall award the contract to the selected Consultant and notify the unsuccessful Consultants who had submitted Proposals.

4.4 Guidelines

- 4.4.1 The proposal should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the Consultant. In such cases, the person/s signing the proposal should initial such corrections.
- 4.4.2 The Consultant is expected to examine all instructions, forms, terms and conditions and technical specifications in the Proposal Documents. Failure to furnish all information required or submission of a proposal not substantially responsive in every respect will be at the Consultant's risk.
- 4.4.3 Proposals with insufficient information and proposals which do not strictly comply with the stipulations given in this Proposal are liable for rejection.
- 4.4.4 Information collected or provided to the Consultant would be confidential and shall not be used by it for any other purpose. The work/study carried out by the Consultant would be the sole property of the Client.
- 4.4.5 At no point should the Consultant use the name of the Client without prior written permission to advertise itself.
- 4.4.6 Consultants are not permitted to modify, substitute, or withdraw Proposals after its submission.
- 4.4.7 The selected Consultant would be expected to take up/commence the assignment immediately from the date of contract signing. The contract needs to be signed within seven days from the award of work.
- 4.4.8 The selected Consultant shall indicate the authorized signatories who can discuss and correspond with the Client, with regard to the obligations under the Contract.
- 4.4.9 The selected Consultant shall submit at the time of submission of the proposal, a certified authorization letter authenticated by relevant authority, authorizing an official or officials of the company to discuss, sign agreements/contracts with the Client. The Consultant shall furnish proof of signature identification for above purposes as required by the Client. Any change in authorized signatory, till the contract is signed, is required to be intimated to the Client along with documentary evidence.
- 4.4.10 The Client and the selected Consultant will sign the Contract Agreement. After signing of the Contract Agreement, no variation in or modification to the terms of the Contract shall be made except by written amendment signed by both the parties.
- 4.4.11 The contract will be for a period of 12 months for engagement of 12 Executives at different locations. The Consultant should base their proposals accordingly.

4.5 Conflict of Interest

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

4.6 Validity of Proposals

Proposals shall remain valid for a period of **180 days** from the date of submission without change in proposed price. The Client will make its best efforts to select a Consultant firm within this period. The Client may solicit the consent of the Consultants' for an extension of validity of proposal (but without any modification in the Proposal). A Proposal valid for a shorter period may be rejected as non-responsive.

Part V: Payment Schedule

The Consultant will be paid on monthly basis as per the remuneration it has quoted in its Financial Proposal. The Consultant will raise its first invoice after placement of all twelve Executives.

The subsequent Invoices will be raised on monthly basis after completion of one month and the invoice shall be accepted only when accompanied by acceptance certificate issued by the reporting officer of each Executive for the satisfactory services provided during the period.

Part VI: Proposals

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

- i. Part A – Cover Letter
- ii. Part B – Eligibility and Technical Proposal
- iii. Part C – Financial Proposal

Parts A & B should be prepared together and placed in one envelop. Please do not include any price or financial information in Part A or B. No publicity material like brochures etc. is required.

6.2 Cover letter

The cover letter containing the name, address, telephone and fax no., and email id of the authorized person with whom SIDBI will communicate should confirm the following:

- confirm that the person signing the cover letter and the proposal has been duly authorized to do so
- confirm that all professionals/ executives required by SIDBI will be provided by the Consultant within one month of award of contract and will provide any replacement etc. for the duration of the contract
- confirm that the technical and financial proposals are valid up-to 180 days from the submission of the Proposal
- confirm that the firm will bear all costs incurred in connection with the preparation and submission of the proposal and to bear any further pre- contract costs
- confirm that the firm has not indulged in any corrupt or fraudulent practices in preparing this proposal
- confirm that the terms and conditions laid out in the RFP document are acceptable

6.3 Eligibility and Technical Proposal

The Eligibility and Technical Proposal should include the following:

- i. Technical Proposal complete with all data with reference to eligibility and technical evaluation criteria defined above (including approach and methodology, implementation and work plan in the form of a Gantt chart showing activities, past experience details, financial details etc.)
- ii. Previous experience of the firm in similar types of assignments as per RFP (please indicate name of assignment, name/address of employer, date of award of assignment, date of completion of assignment, value of the assignment and role of your firm viz. prime consultant, sub- consultant, consortium member etc.)

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

The Technical Proposal should be no more than 100 pages with font size of min. 12.

6.5 Financial Proposal

Financial proposal prepared as per the format on the letter head of the Consultant duly signed by the authorized person should be submitted in a separate sealed envelope.

- 6.5.1 The Financial Proposal will contain the management fee/ service fee for providing Executive to the Bank for both profiles as % (percentage) of Fixed charge i.e. remuneration of Executive. The fee proposed should be inclusive of all out of pocket expense of the Consultant.
- 6.5.2 The indicative remuneration of the Executives has been mentioned in RFP however, the actual remuneration will be determined by SIDBI during selection process and the Consultant will be paid its management fee alongwith the agreed remuneration of the Executives.
- 6.5.3 The Client will appoint the Consultant based on combined technical and financial evaluation as detailed in RFP. In case of a tie in price quoted between Consultants', the Consultant with higher similar experience will be given a higher rank.
- 6.5.4 During evaluation, the Consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its Proposal.
- 6.5.5 The Client may call for clarifications/ particulars / documents required if any, on the proposals submitted, during any stage of the evaluation process. The Consultant has to submit the clarifications/ additional particulars in writing within the specified date and time. The Consultant's offer may be disqualified, if the clarifications/ additional particulars sought by the Client are not submitted within the specified date and time.
- 6.5.6 The detailed contents of each Financial Proposal will subsequently be reviewed by committee constituted by SIDBI. Financial Proposals will be checked for computational errors and a review will be made to ensure that figures provided therein are consistent with the details of the corresponding Technical Proposal. Following the review, the Estimated Total Price (ETP) for each Financial Proposal will be determined.
- 6.5.7 Commercial proposal valuation shall be considered in discrepancy in case of the following :
 - If there is a discrepancy between words and figures, the amount in words shall prevail.
 - If there is a discrepancy between percentage and amount, the amount re-calculated as per the stipulated percentage basis shall prevail.
 - If there is a discrepancy in the total, the correct total shall be arrivedat by the Client.
- 6.5.8 Client reserves the right to renegotiate the prices in the event of changes in market conditions etc.

Part VII: General Terms and Conditions

1. General Provisions

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

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

1.2 Relation between the Parties

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

1.3 Law Governing Contract

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

1.4 Notices

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

1.5 Language

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

1.6 Location

The Services shall be performed at such locations as the SIDBI may approve.

1.7 Taxes and Duties

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

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Expiration of Contract

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

2.3 Modification

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

2.4 Force Majeure

2.4.1. Definition

a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.4.2 No Breach of Contract

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

2.4.3 Measures to be taken

a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.4.4 Extension of Time

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

2.4.5 Consultation

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

2.5 Suspension

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

2.6 Termination

2.6.1 By the SIDBI

a. The SIDBI may, by not less than thirty (30) days' written notice of termination to the Consulting Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.6.1, terminate this Contract.

- b. if the Consulting Agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.5 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the SIDBI may have subsequently approved in writing;
- c. if the Consulting Agency becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- d. if the Consulting agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- e. if the Consulting agency submits to the SIDBI a statement which has a material effect on the rights, obligations or interests of the SIDBI and which the Consulting agency knows to be false;
- f. if, as the result of Force Majeure, the Consulting Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- g. if the SIDBI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- h. if the consulting agency, in the judgment of the SIDBI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

2.6.2 By the Consulting Agency

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

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

2.6.3 Cessation of Services

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

materials furnished by the SIDBI, the Consulting 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 Consulting Agency shall be compensated for the actual amount of work performed to the satisfaction of the SIDBI on pro rata basis after offsetting against these payments any amount that may be due from the Consulting Agency to the SIDBI. All advances paid to the consulting agency shall be immediately refunded to the SIDBI along with the borrowing rate of interest of Government of India (@ 8%) from the date of receipt of the said amount by the Consulting agency to the date of refund thereof.

2.6.5 Disputes about Events of Termination

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

3. Obligation of the Consulting Agency

3.1 General

3.1.1. Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

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

3.3 Confidentiality

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

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

3.4 Liability of the Consulting Agency

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

3.5 Insurance to be taken out by the Consulting Agency

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

3.6 Reporting Arrangements

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

3.7 Accounting, Inspection and Auditing

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

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

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

- (a) appointing Executives 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-consultant and the terms and conditions of the subcontract shall have been approved in writing by the SIDBI prior to the execution of the subcontract, and
 - ii. that the Consulting Agency shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract.
- (c) extension of time period for completion of services for any reason including Force majeure.

3.9 Reporting Obligations

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

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

a. All drawings, photographs, reports, recommendations, estimates, documents and all other data compiled or received by the Consulting Agency under this Contract shall be the property of the SIDBI, shall be treated by him/her as confidential, shall be delivered only to the duly authorized officials on completion of work under this Contract or as may otherwise be specified by the SIDBI under this Contract. In no event shall be the contents of such document or data are made known by the Consulting Agency to any person or organisation without written approval of the SIDBI. Subject to the provisions of this Article, the Consulting Agency may retain a copy of the document produced by him.

b. All copyright, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract, shall become the property of the SIDBI as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as the SIDBI may determine appropriate.

3.11 Equipment and Materials Furnished by the SIDBI

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

3.12 Monitoring of Consulting Agency Performance:

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

4. Consultant's Personnel

4.1 General

The Consulting Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

a. The titles, agreed job descriptions, qualification and estimated periods of engagement in the carrying out of the Services of this assignment the Consultant's Personnel are described in Appendix B.

b. Any adjustments shall only be made with the SIDBI's approval.

c. 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 the SIDBI and the Consulting Agency, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth under this Contract.

d. Subject experts and Team Leader should be available for interaction with the SIDBI, as and when required by the SIDBI. SIDBI will give adequate notice for requesting for such an interaction. Consulting Agency will not field any substitute at the aforesaid interaction meetings unless prior approval has been accorded by the SIDBI. Other experts indicated are in addition and not in lieu of the key experts.

4.3 Approval of Personnel

The Team listed by title as well as by name in Appendix B are hereby approved by the SIDBI. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the SIDBI for review and approval with a copy of their Curriculum Vitae.

4.4 Removal and/or Replacement of Personnel

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

b. If the SIDBI (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Executive, then the Consulting Agency shall, at the SIDBI's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the SIDBI.

c. The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

4.5 Project Manager

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

4.6 Right and remedies of SIDBI

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

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

4.7 Payment to the consulting agency

4.7.1 Lumpsum remuneration

The consulting agency's total remuneration shall not exceed the Contract price and shall be a fixed lump sum including remuneration of Executives, management fee, local travel, and all other costs incurred by the Consulting Agency in carrying out the Services described in **Appendix A**.

4.7.2 Contract Price

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

4.7.3 Terms and Conditions for payment

- i. Payments will be made to the account of the consulting agency and according to the payment terms stated in **Appendix C**.
- ii. Payments will be made by the SIDBI within sixty days of receiving invoices with certificates from reporting officers for satisfactory performance of the Executives provided by Consultant.
- iii. Performance Bank Guarantee:
 - The successful Consultant shall provide an unconditional and irrevocable Performance Bank Guarantee (PBG) in the form and manner provided by the SIDBI equivalent to 5% of the Total Contract Value from a scheduled commercial bank. The performance guarantee will be valid for the contract duration with additional 6 months towards invocation period.
 - The performance security is to be submitted after award of contract and before contract signing. On submission of PBG and accepted by the bank, EMD would be released. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
 - In the event of non-performance of obligation or failure to meet terms of Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Consultant.
 - Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the Successful Consultant fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
 - 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 Consultant would be required to extend the validity period of the performance guarantee accordingly.
 - The selected Consultant shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due or if required.

5. Indemnification

- a. The consulting agency shall indemnify, hold and save harmless and defend at his/her own expenses the SIDBI and its personnel from and against all suits, claims, demands and liability of any nature whatsoever, including without limitations, costs and expenses arising out of acts or omissions of the consulting agency its employees and/or agents caused by or resulting from any operations(s) conducted by or on behalf of the Consulting Agency
- b. The Consulting agency shall, at all times, further indemnify SIDBI 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 consulting agency.
- c. Any failure or delay on the part of any party to exercise right or power hereunder shall not operate as a waiver thereof

d. Neither this contract nor any rights under it may be assigned by either party without the express prior written consent of the other party. However upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.

e. The consulting agency shall at all times indemnify the SIDBI against any claims which may be made under the Workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen, staff and agent of the consulting agency or to the person whether in the employment of the consulting agency or not

6. Fairness and Good Faith

6.1 Good Faith

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

7. Operation of the Contract

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

8.3 Dispute Settlement Mechanism

8.3.1 Arbitration

Any disputes arising out of or in connection with this Contract shall be submitted to arbitration to a sole arbitrator, if attempts at settlement by negotiations and/or conciliation have failed. SIDBI will appoint the sole arbitrator. The arbitrator shall give its award on the costs, which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute. The venue of arbitration shall be at New Delhi in India. The

arbitration shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time. In any arbitration proceeding hereunder:

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

8.3.2 Jurisdiction

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

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

Payment Schedule

Position	Nos.	Monthly remuneration (Rs.)	Monthly management fee (Rs.)	Total excluding taxes (Rs.)	Taxes (Rs.)	Total including taxes (Rs.)
A	B	C	D	E	F	G
Credit Analyst						
Development Executive						

Part VIII: Formats

Format 1 Cover Letter

(To be submitted on Consultant's company letter head)

To,

The Deputy General Manager
RO Lucknow
Small Industries Development Bank of India
SIDBI Tower, 15 Ashok Marg,
Lucknow – 226001, Uttar Pradesh

Dear Sir,

Having examined the RFP in totality, we, the undersigned qualify the eligibility criteria defined and offer to provide services mentioned in the "Request for Proposal" to SIDBI in conformity with this RFP.

S. N.	Particulars	Details
1.	Name of the Consultant	
2.	Nature of entity (partnership/private/public etc.)	
3.	Name of Partners / Directors	
4.	Date of Incorporation	
5.	Manpower on roll (nos.)	
6.	Details of authorized contact person	
	Name	
	Designation	
	Telephone no.	
	Mobile no	
	Email Address	

1. We confirm that we have the in-house capabilities to complete the assignment mentioned under this RFP on our own and not through any associate.
2. We confirm that we have the technical capabilities to deliver all the requirements of the above-mentioned RFP.
3. We hereby certify that we have provided all the information requested by the Bank in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct or in a different format, SIDBI shall have the absolute right to take any action as deemed fit without any prior intimation to us.
4. We agree to abide by the terms of this Proposal from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
5. If our Proposal is accepted, we undertake to complete and deliver the whole of the services comprised in the RFP; comply with the time schedule as mentioned in the RFP and agree to abide by the General Terms and Conditions.
6. We agree to abide by this Financial Proposal for 180 days from the date of the

Financial Proposal opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

7. Unless and until a formal Agreement is prepared and executed, this Proposal together with our written acceptance there of shall constitute binding Terms and Conditions between SIDBI and us.
8. We understand that the Request for Proposal (RFP) does not commit SIDBI to reimburse the Participant for any costs incurred in submission of this proposal. All statements in this RFP and any pre-contract negotiations, understandings and agreements resulting from this RFP are preliminary; consequently, SIDBI has no obligation to us until a written contract is executed.
9. We agree that the Bank is not bound to accept the lowest or any Proposal the Bank may receive.
10. We also confirm that payment to the engaged Executives shall be made in consonance with the Minimum Wages Act as per applicable labour laws of country.
11. We should ensure that Bank/ RBI's has right for an inspection of its books, accounts and audit by internal or external auditors or obtain copies of any audit or review reports and findings made on the Consultant.
12. The Bank will obtain certificate from the Consultant to effect that they are not owned or controlled by any director/ officer/ employee of the SIDBI or their relatives.
13. We have/ will obtain a valid license before commencing the activity by registering with designated authority depending upon the jurisdiction in terms of the provisions of Contract Labour (Regulation & Abolition) Act, 1970 (CLRA Act), if applicable.
14. We will ensure maintenance and display of statutory documents/ notices by respective Branches/ Offices and also assist furnishing returns (commencement / periodical) to the Central Government Labour Enforcement authorities having jurisdiction over the area in which the Branch / Office operates.
15. We understand that SIDBI has the right, without assigning reasonsthereof, to
 - i. Reject, amend, and modify any condition contained in the RFP
 - ii. Terminate this RFP
 - iii. Negotiate with one or more Participants
 - iv. Not award the assignment to any of the Participants and / or recommence the entire process.
 - v. Contract with one or more Participants for any reasons whatsoever.
 - vi. Modify the requirements and terms of this RFP and request revised proposals from some or all of the Participants.

Signature of Authorised Person of Consultant
Full Name & Designation of Authorised Person
Date:

Seal of Consultant

Format 2
Past Experience Details

Please use the format below to provide information for which your firm was legally contracted for providing manpower services.

(Use separate sheet for each client)

Name of the Client	
Is Client a Public Sector Banks (PSBs) or Private Sector Financial Institution (Banks/ NBFCs etc.)	
Description of the assignment	
Are manpower provided of similar profiles to be provided under this assignment i.e. Credit Analyst/ Development Executive	
Date of Contract/ Agreement signing	
Date of start	
Assignment completed or ongoing	
Date of completion, if completed	
Value of Contract	
Duration of the assignment (in months) as per agreement:	
Number of professional staff Provided for the consulting Assignments for the client	
Contact Details of senior Executive of the Client (Name, Contact Number, email id)	

Letter of assignment issued by the client to be attached for each engagement reference mentioned.

Signature of Authorised Person of Consultant
Full Name & Designation of Authorised Person
Date:

Seal of Consultant

Format 3
Format for Reference Letter from Client
(On letterhead of the Client duly stamped and signed)

Date: _____

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the following _____ (Name of the Consultant) has been engaged by us for providing services of _____
(Caption of the assignment undertaken) for a period of _____ months/ years from _____
(Start date) to _____ (End Date).

The assignment was completed by _____ (name of the Consultant) on
_____ (date of completion).

Signature of Authorised Person of Client
Full Name & Designation of Authorised Person
Date:

Seal of Client

Format 4

Declaration: No Ownership or Control of SIDBI Directors/ Employees (or relatives)
(On letterhead of the Consultant duly stamped and signed)

Date: _____

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

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

Signature of Authorised Person of Consultant
Full Name & Designation of Authorised Person
Date:

Seal of Consultant

Format 5

Declaration: Not penalized or Found Guilty in any Court of Law
(On letterhead of the Consultant duly stamped and signed)

Date: _____

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the consulting firm/ company 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.

Further, this is to certify that _____does not have any legal, civil, criminal, taxation and other cases pending against _____that may have any impact affecting or compromising the delivery of services required.

Signature of Authorised Person of Consultant
Full Name & Designation of Authorised Person
Date:

Seal of Consultant

Format 6

Declaration: Number of Full Time professionals
(On letterhead of the Consultant duly stamped and signed)

Date: _____

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that _____ (Name of the Consultant) has _____ full time professional staff engaged exclusively in manpower providing services as on August 31, 2021.

Signature of Authorised Person of Consultant
Full Name & Designation of Authorised Person
Date:

Seal of Consultant

Format 7
Approach and Methodology

The Consultant should submit Approach, Methodology and work plan highlighting its analysis of the services required by SIDBI and likely solutions to address these. It should highlight the proposed approach and methodology for delivery of the assignment proposed, given the understanding of the Bank.

The approach and work plan should clearly highlight the implementation roadmap. It must also include clearly defined timelines, milestones and deliverables. The scope of work is as defined in the RFP.

The consultant will indicate and strictly follow the work plan and the time schedule agreed with SIDBI in undertaking the assignment.

An appropriate methodology will have to be determined and suggested by the consultant to reach the objectives of this assignment.

Signature of Authorised Person of Consultant
Full Name & Designation of Authorised Person
Date:

Seal of Consultant

Format 8
Financial Position of Consultant for the last three FYs
(On letterhead of the CA firm duly stamped and signed)

(INR Lakh)

	2018-19	2019-20	2020-21
Networth			
Revenue from services related to providing manpower			

Signature of CA
Full Name & Designation
Date:

Seal of CA firm

Format 9
Technical Proposal Format

This format will be used for technical evaluation alongwith other relevant formats.

Name of Consultant	
Registered office address with name and phone number of contact person	
All Branch office details with address, name and phone number of contact person	
Total number of Executives with similar profiles of Credit Analyst/ Development Executives provided to Public Sector Banks (PSBs) or Private Sector Financial Institution (Banks/NBFCs etc.) during last five years (Supporting documents clearly mentioning the no. of Executives provided with their profile details to be provided)	
Experience of providing manpower services on outsource basis similar to this assignment where Executives work at Client sites but managed by the Consultant (Supporting documents to be provided with details of conditions of engagement and profile of candidates)	
The Consultant should have a team consisting of following members for handling the services under this assignment i. Team Leader (Graduation with minimum 7 years of work experience in handling manpower supply services to Financial Institutions) ii. Deputy Team Leader (Graduation with minimum 5 years of work experience in handling similar manpower supply services) iii. Coordinator (Graduation with minimum 2 years of work experience in handling manpower supply services) (Provide details of team members proposed with their signed CVs highlighting their qualifications and relevant work experience)	

Consultant may provide additional documents which are relevant for supporting its claim.

Signature of Authorised Person of Consultant
Full Name & Designation of Authorised Person
Date:

Seal of Consultant

Format 10
Financial Proposal Format
(On letterhead of the Consultant duly stamped and signed)

To,

The Deputy General Manager
Small Industries Development Bank of India
SIDBI Tower, 15 Ashok Marg
Lucknow-226001, Uttar Pradesh

Dear Sir,

Sub: Hiring of Consultant for Providing Services of Executives to the Bank on Contract Basis

We herewith enclose Financial Proposal for the above assignment which will remain fixed for the full duration of twelve (12) months. We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988".

Position	Monthly Management Fee/ Service Fee as a % of Fixed Cost (per position)
Credit Analyst	
Development Executive	

The above quoted management fee/ service fee should include all expenses related to providing Executives to the Bank at respective locations. The fixed charge will be the remuneration to be paid to Executives, which will be determined By SIDBI. However the indicative remuneration range is given at Part II of this RFP.

Note:

- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
- The above fee is exclusive of applicable taxes which would be paid at actual. Any request for change of rates during the tenure of the contract would not be entertained by the Bank.
- The payments shall be subject to TDS, as applicable, at the time of payment.

Signature of Authorised Person of Consultant
Full Name & Designation of Authorised Person
Date:

Seal of Consultant

Format – 11
PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on **<Date>** between, on one hand, SIDBI, having its head office at SIDBI (hereinafter called the "ISSUING AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and **<Consultant>** represented by **<Authorised Representative>** (hereinafter called the "Consultant" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the ISSUING AUTHORITY proposes to Appoint **CONSULTANT FOR PROVIDING SERVICES OF EXECUTIVES TO THE BANK ON CONTRACT BASIS** and the Consultant is willing to offer/ has offered the said services and

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

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

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

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

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

Commitments of the ISSUING AUTHORITY

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

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

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

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

Commitments of CONSULTANT

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

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

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

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

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

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

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

2.6 The CONSULTANT, either while presenting the bid or during pre-contract negotiations or

before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the ISSUING AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

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

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

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

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

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

Previous Transgression

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

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

Earnest Money Deposit (EMD)/ Security Deposit

4.1 While submitting commercial Proposal, the CONSULTANT shall deposit an amount of **Rs.2,10,000/- (Rupees Two Lakh and Ten Thousand only)** as Earnest Money/ Security

Deposit, with the ISSUING AUTHORITY through Bank Draft or a Pay Order in favour of SIDBI. The money may also be deposited through electronic transfer as per details provided at the beginning of RFP.

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

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

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

Sanctions for Violations

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

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

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

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

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

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

5.1.6 To cancel all or any other Contracts with the CONSULTANT. The CONSULTANT shall be liable to pay compensation for any loss -or damage to the ISSUING AUTHORITY resulting

from such cancellation/ rescission and the ISSUING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the CONSULTANT.

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

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

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

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

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

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

Fall Clause

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

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the ISSUING AUTHORITY or its agencies shall be entitled to examine all the documents including the Books of Accounts of the CONSULTANT and the CONSULTANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

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

Other Legal Actions

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

Validity

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

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

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

ISSUING AUTHORITY

CONSULTANT

Name of the Officer:
Designation:

Name of Authorised Representative
Designation:

Witness

Witness

- 1. _____
- 2. _____

- 1. _____
- 2. _____

Format – 12

Performance Bank Guarantee Format

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

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 the SIDBI) having agreed to award a contract to M/s. _____ having its office at _____, (hereinafter called " The Consultant") for **"HIRING OF CONSULTANT FOR PROVIDING SERVICES OF EXECUTIVES TO THE BANK ON CONTRACT BASIS"** on the terms and conditions contained in the Contract ref no _____ dated _____ signed between the Consultant and SIDBI (hereinafter called "the Contract") which terms, inter alia, stipulates for submission of Bank Guarantee for 5% of the contract value i.e. _____ (Rupees _____ only), for the due fulfillment by the Consultant of the terms and conditions of the said Contract.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding Rs. _____ by reason of any breach by the Consultant of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of Rs. _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Consultant failing or neglecting to perform the services for **"HIRING OF CONSULTANT FOR PROVIDING SERVICES OF EXECUTIVES TO THE BANK ON CONTRACT BASIS"** 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 Consultant under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Contract (ii) to extend time for performance by the said Consultant

from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Consultant and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Consultant for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____

6. The liability under this guarantee is restricted to 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 Consultant or any change in the constitution of the Consultant or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to 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 Lucknow

In witness where of we _____ have set and subscribed our hand and seal
this _____ day of _____ 2021.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1) Name.....

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....