

सिडबी क्लस्टर विकास कोष (एससीडीएफ) योजना के कार्यान्वयन को सुगम बनाने हेतु परियोजना प्रबंधन सलाहकार की नियुक्ति के चयन हेतु प्रस्ताव संबंधी अनुरोध

Request for Proposal [RfP] for
Appointment of project management consultant (PMC) for facilitating
implementation of SIDBI Cluster Development Fund (SCDF) scheme

निविदा सं. T002246643 दिनांक: १२/१०/२०२१

Tender No.: T002246643 dated: 12/10/2021



भारतीय लघु उद्योग विकास बैंक
क्लस्टर विकास उद्-भाग
तृतीयतल, आत्मा राम हाउस
1, टोल्सटोय मार्ग, क्नाट प्लेस, नई दिल्ली - 110001



Small Industries Development Bank of India
Cluster Development Vertical,
3rd Floor, Atma Ram House,
1 Tolstoy Marg, Connaught Place, New Delhi - 110001
वेबसाइट / Website: www.sidbi.in

दस्तावेज़ की कीमत /Price of the document: Rs.1,180/- (including applicable GST)

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (SIDBI) की संपत्ति है। यह सिडबी की लिखित अनुमति के बिना किसी भी माध्यम, इलेक्ट्रॉनिक या अन्यथा, पुनर्प्रस्तुत, वितरित या अभिलिखित नहीं किया जा सकता है। इस दस्तावेज़ में उल्लिखित सामग्री के उपयोग, यहाँ तक कि निर्दिष्ट उद्देश्य के अतिरिक्त, किसी भी अन्य उद्देश्य के लिए अधिकृत कर्मियों / एजेंसियों के लिए भी कड़ाई से निषिद्ध है, क्योंकि इसे कॉपीराइट का उल्लंघन समझा जाएगा और इस प्रकार यह भारतीय कानून के अंतर्गत दंडनीय होगा।

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खंड -१ / Section-1

बोली हेतु आमंत्रण / INVITATION TO BID

1 प्रस्तावना एवं आवश्यकताएँ / INTRODUCTION AND REQUIREMENT:

भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 के माध्यम से स्थापित निगम भारतीय लघु उद्योग विकास बैंक (सिडबी) एमएसएमई क्षेत्र के संवर्द्धन, वित्तपोषण और विकास के लिए प्रमुख वित्तीय संस्थान के रूप में कार्य करता है और यह इस प्रकार की गतिविधियों में संलग्न संस्थाओं के कार्यों में समन्वय भी करता है। सिडबी की भूमिका और इसके प्रकार्य इसकी वेबसाइट <https://www.sidbi.in/> में विनिर्दिष्ट हैं।

Small Industries Development Bank of India [SIDBI], a corporation established by the Small Industries Development Bank of India Act, 1989, acts as the principal Financial Institution for promotion, financing and development of the MSME sector and also to coordinate with institutions engaged in similar activities. The role and function of SIDBI are given in its website "www.sidbi.in".

भारतीय लघु उद्योग विकास बैंक, सिडबी क्लस्टर विकास कोष (एससीडीएफ) योजना के कार्यान्वयन को सुगम बनाने हेतु परियोजना प्रबंधन सलाहकार की नियुक्ति के चयन हेतु मान्यताप्राप्त एजेंसियों से खंड 5 में निर्दिष्ट नियम एवं शर्तों (कार्य संबंधी दायरा) के अनुरूप, आवेदन आमंत्रित करता है।

The Bank invites applications from accredited agencies for Appointment of project management consultant for facilitating implementation of SIDBI Cluster Development Fund (SCDF) scheme as per section 5 Terms of Reference .

आपसे अनुरोध है कि आप अपनी बोली संलग्न अनुलग्नकों और प्ररूपों में उल्लिखित अनुसूची तथा नियमों और शर्तों के समनुरूप विधिवत रूप से प्रस्तुत करें।

You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in **Annexures** and formats attached.

2. महत्वपूर्ण सूचना / CRITICAL INFORMATION:

S.No. क्र.सं.	कार्यक्रम / Events	विवरण/ Particular / दिनांक और समय/ Date & Time
1	उद्देश्य / Purpose	सिडबी क्लस्टर विकास कोष (एससीडीएफ) योजना के कार्यान्वयन को सुगम बनाने हेतु परियोजना प्रबंधन सलाहकार की नियुक्ति के चयन हेतु प्रस्ताव संबंधी अनुरोध Request for Proposal [RfP] for Appointment of project management consultant for facilitating implementation of SIDBI Cluster Development Fund (SCDF) scheme
2	बयाना राशि / EMD / Bid Security	सभी आवेदनों के साथ रु. 3,60,000/- (तीन लाख साठ हजार रूपए मात्र) की ब्याज मुक्त सुरक्षा जमा राशि देनी होगी। All the responses must be accompanied by a refundable interest free security deposit of Rs.3,60,000 (Rupees Three lakh Sixty Thousand only).
3	आवेदन शुल्क / Application Fee	सभी आवेदनों के साथ रु.1,180/- (रूपए एक हजार एक सौ अस्सी मात्र) की गैर वापसी योग्य आवेदन शुल्क देना होगा। All the responses must be accompanied by a Non-refundable application fee of Rs. 1,180/- (Rupees One Thousand one hundred eighty only).
4	बोली-पूर्व बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting	23 अक्टूबर 2021 को अपराह्न 5.00 बजे / 23 October 2021 by 05:00 pm Clarifications to be sought only via email at E-mail Ids mentioned at Sl. No. 12 of this section, no other means shall be entertained.
5	बोली-पूर्व बैठक / Pre Bid meeting	25 अक्टूबर 2021 को अपराह्न 15.00 बजे / 25 October 2021 at 15:00 pm The meeting shall be virtual/online over MS Teams Call.
6	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	09 नवम्बर 2021 को अपराह्न 5.00 बजे / 09 November 2021 at 05.00 pm Only E- bids (over E-mail) to be furnished. No physical bids shall be entertained.
7	Address for Bid Submission / pre-	Not Applicable (Soft copies of the Bids are to be submitted through Emails only)

	bid / बोली जमा करने का पता	
8	न्यूनतम बोली खोलने की तिथि व समय / Date & Time of Opening of Minimum Eligibility bid	10 नवम्बर 2021 को प्रातः 11:00 बजे / 10, November 2021 at 11:00 AM
9	वाणिज्यिक बोली खोलने की तिथि व समय / Date and time of opening of commercial bids	बाद में सूचित किया जायेगा / To be intimated at a later date
10	बोली के वैद्यता / Bid Validity	बोली जमा करने की अंतिम तिथि से 180 दिन तक 180 days from the last date of bid submission.
11	बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ / Presentations to be made by bidders	बोलीदाताओं को प्रस्तुति देने का प्रबंध करना होगा। जिसकी तिथि बोली प्रस्तुत करने के बाद सूचित की जाएगी। The bidders are required to arrange for Presentation. Date would be intimated after bid submission.
12	सिडबी अधिकारियों के संपर्क विवरण / Contact details of SIDBI officials	
	स्मृति बाजपेई Smirti Bajpai	ममता कुमारी Mamta Kumari
	011-23448418 / smirtib@sidbi.in	011-23448418 / mamta@sidbi.in
13	स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) केंद्रीय सतर्कता आयोग द्वारा नियुक्त / Independent External Monitor (IEM) appointed by the CVC	श्री नागेश्वर राव कोरीपल्ली (आईआरएस, सेवानिवृत्त) ३८ द ट्रेल्स, मानिकोंडा, आर. आर. डिस्ट्रिक्ट हैदराबाद - 500089, मोबाइल: 9788919555 / knageshwarrao@gmail.com Shri. Nageshwar Rao Koripaali, (IRS ret'd.), 38, The Trails, Manikonda, R.R District Hyderabad -500089, Mobile: 9788919555, knageshwarrao@gmail.com
14	सिडबी की वेबसाइट / Website of SIDBI	www.sidbi.in

Note:

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the SIDBI's website

2. This bid document is not transferable. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
3. In view of COVID 19 situation,
 - 3.1.1 Online bids should be submitted in password protected format
 - 3.1.2 Pre-Bid and Bid opening meetings can be attended via Skype/Teams with prior permission of SIDBI on authorized links to be provided by SIDBI
 - 3.1.3 Application fee and EMD can be paid online

Bank account details of SIDBI for online fund transfer:

Bank: State Bank of India

Branch: KG Marg, Connaught Place, New Delhi

Account name – Small Industries Development Bank of India

Account type – Current a/c

Account number -37832223406

IFSC - SBIN0050191

GSTIN & PAN details of SIDBI:

GSTIN - 07AABCS3480N1Z0

PAN - AABCS3480N

Definitions:

- 1 SIDBI / Bank/bank shall mean "Small Industries Development Bank of India".
- 2 RFP shall mean "RFP Document"
- 3 Recipient/ Respondent and Bidder/ Contractor / consultant/agency/ Vendor(s)/ Service Provider shall mean Respondent to the RFP Document".
- 4 Cluster /MSME Cluster : These terms are interchangeability used
- 5 Tender Document shall also mean Bid Document
- 6 Tender shall mean Pre-qualification, Technical and Financial / Commercial Bid

खंड -२ / SECTION 2- सलाहकारों को निर्देश/ INSTRUCTIONS TO CONSULTANTS

1 Instruction to Bidders

1.1 Preface

This request for proposal document ('RFP document' or 'RFP') has been prepared solely for the purpose of enabling SIDBI to select an agency / firm / Service Provider for **"Appointment of project management consultant for facilitating implementation of SIDBI Cluster Development Fund (SCDF) scheme "**. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

1.2 INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 FOR RESPONDENT ONLY

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder").

1.4 DISCLAIMER:

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.5 COSTS TO BE BORNE BY RESPONDENTS

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by SIDBI, will be borne entirely and

exclusively by the Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

1.6 NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and SIDBI until execution of a contractual agreement.

1.7 RECIPIENT OBLIGATION TO INFORM ITSELF

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

1.8 EVALUATION OF OFFERS

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.9 ACCEPTANCE OF SELECTION PROCESS

Each Recipient / Respondent having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

1.10 ERRORS AND OMISSIONS

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document but not later than twelve business days prior to the due date for lodgement of Response to RFP.

1.11 ACCEPTANCE OF TERMS

Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms as stated in this RFP.

1.12 REQUESTS FOR PROPOSAL

1.12.1 Recipients are required to direct all communications (including pre-bid queries) related to this RfP, through the Nominated Point of Contact persons on E-mail.

Contact Smirti Bajpai	Contact Mamta Kumari
Position: Manager	Position: Assistant General Manager
Email- smirtib@sidbi.in	Email- mamta@sidbi.in
Telephone- +91 -8800504567	Telephone- +91-9555545548

1.12.2 SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided will be taken to form part of that Respondent's response.

1.12.3 Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

1.12.4 If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

1.13 NOTIFICATION

SIDBI will notify all short-listed Respondents in writing or by email as soon as possible about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

2 INFORMATION TO BIDDERS

2.1 BID PRICE:

2.1.1 Non-refundable Bid Price of Rs.1,180/- (Rupee One Thousand One Hundred Eighty only)including applicable to be paid to ‘Small Industries Development Bank of India’ as per instructions mentioned in critical section of this RfP, along with RFP response.

2.1.2 The Bank may, at its discretion, reject any Bidder where the bid price / tender fee has not been furnished with the RfP response.

2.1.3 SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

2.1.4 Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSEs may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP

2.1.5 **Bidder is required to inform its MSME status as per following definition, if applicable.**

Revised Classification applicable w e f 1 st July 2020			
Criteria: Investment in Plant & Machinery/equipment and Annual Turnover			
Classification	Micro	Small	Medium
Manufacturing Enterprises and Enterprises rendering Services	Investment in Plant and Machinery or Equipment: Not more than Rs.1 crore and Annual Turnover ; not more than Rs. 5 crore	Investment in Plant and Machinery or Equipment: Not more than Rs.10 crore and Annual Turnover ; not more than Rs. 50 crore	Investment in Plant and Machinery or Equipment: Not more than Rs.50 crore and Annual Turnover ; not more than Rs. 250 crore

Note: It is clarified that the proof of document (UAM / NSIC Certificate, etc. as applicable) submitted by the bidder along-with the bid document shall only be considered for the purpose of checking & establishing the MSME status of the bidder. The exemption towards tender fee and EMD Fee, as allowed to MSEs, shall

only be applicable & ascertained based on the document submitted and not based on the expected changes in the definition of the MSME in the future.

2.2 EARNEST MONEY DEPOSIT / BID SECURITY:

- 2.2.1 All the responses must be accompanied by a refundable interest free security deposit of amount of Rs 3,60,000/- (Rupees Three lakh Sixty thousand only).
- 2.2.2 Format of EMD/ Bid Security is prescribed in **Format 3N**. Any bid received without EMD / Bid Security in proper form and manner shall be considered unresponsive and rejected.
- 2.2.3 Request for exemption from EMD / Bid Security will not be entertained. However, Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) would be entitled for exemption from furnishing EMD / Bid Security.
- 2.2.4 A Bid Security in the form of Demand Draft/Pay Order, from a Scheduled Indian Bank in favour of Small Industries Development Bank of India (SIDBI), valid for 180 (one hundred and eighty) days from the Submission Date as given in the Data Sheet, payable at New Delhi, for the sum of Rs.3,60,000/- (Rupees Three Lakh sixty Thousand only) shall be required to be submitted by Consultant.
- 2.2.5 EMD / Bid Security should be by way of direct bank account transfer in favour of "Small Industries Development Bank of India" payable at Delhi and will be accepted subject to the discretion of the Bank.
- OR
- 2.2.6 Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Format 3J** . **In case Bidder opts for Bank Gurantee for EMD amount same to be submitted in original hard copy with SIDBI office on or before last date of bid submission**

Small Industries Development Bank of India
Cluster Development Vertical,
3rd Floor, Atma Ram House,
1 Tolstoy Marg, Connaught Place, New Delhi - 110001

- 2.2.7 Proposals received without the specified Bid Security shall be summarily rejected.
- 2.2.8 The Bank shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful applicants will be returned, without any interest, as promptly as possible on award of contract or when the selection process is cancelled by Bank.
- 2.2.9 The Successful Consultant's Bid Security shall be returned, without any interest upon, to the Consultant signing the contract and furnishing the Performance Security in accordance with provision of the RFP and the Contract.
- 2.2.10 The Bank will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Bank in regard to the RFP without prejudice to Bank's any other right or remedy under the following conditions:

- i. If Consultant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);
- ii. If Consultant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by Bank from time to time, or
- iii. In the case of the Consultant selected for award of Contract fails to sign the contract or provide the Performance Security within the specified time limit,

2.2.11 Performance Security equivalent to the amount indicated in this RFP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFP contract.

2.2.12 Performance Security shall be retained by Bank until the completion of the assignment by the Consultant and be released within 180 (One Hundred Eighty) days after the completion of the assignment including any extension.

2.2.13 Considering the lockdown situation due to COVID-19 pandemic, the bidder can make the payment towards EMD & Tender Fee through Online Mode in the following account of SIDBI (through RTGS / NEFT).

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

A/c Number : 37832223406

CA) Bank Name : State Bank of India (SBI) Branch Name : Kasturba Gandhi Marg, Connaught Place, New Delhi 110001

IFSC Code : SBIN0050191

Upon making necessary payment, the bidder is required to submit the proof of the payment towards Tender Fee & EMD (Receipt Generated along-with Ref. No.) along-with the proposal. Bidder exempted from the Tender Fee & EMD (as per the provisions) shall be required to submit the MSE Registration Certificate to support the exemption. It may be mentioned that Non-submission of the requisite document shall lead to rejection of the proposal by SIDBI.

2.3 RFP CLOSING DATE :

RFP Response should be received by SIDBI not later than the time and date mentioned in 'Bid Critical Information' section before, Via email over authorize mail IDs official mail ID.

2.4 RFP VALIDITY PERIOD-

2.4.1 The Bids must remain valid and open for evaluation according to their terms for a period of 90 days from the date of the submission of bids.

2.4.2 Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from last date for submission of bids as mentioned in 'Critical information' sheet.

2.4.3 In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

2.4.4 Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

2.5 LATE RFP POLICY-

RESPONSES received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened.

2.6 Receiving of RFP Response

The submission of the response should be in the format outlined in this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

a. Instructions for Bid Submission

- Considering the Pandemic Situation due to COVID-19 in the country, the interested bidders shall submit the Bids / Proposals to designated **E-mail Ids only in place of physical submission**. No Physical submission of the bids shall be entertained.
- While submitting the soft copies of the bids, the bidder shall prepare three (03) zip files as per the following for submission to SIDBI through email:
 - Zip File 01 - Minimum Eligibility Bid.zip (containing all the necessary information / templates / annexure to be provided as per the tender document)
 - Zip File 02 – Password protected Technical Bid.zip (containing all the necessary information / templates / annexure to be provided as per the tender document)
 - Zip File 03 – Password protected Commercial Bid.zip (as per the format provided in the tender)

Note:

(i) In case the file size of the Zip File 01 and Zip File 02 (as above) is very high and the bidders faces any challenges in sending these files (as attachments) in the mail, the bidder may also opt for providing the “One Drive” or “Google Drive” downloadable link (without any restriction / authorization required) for these zip file

(ii) It is clarified that the Zip File 03 – Commercial Bid.zip should mandatorily has to be enclosed in the mail and should not be provided through a downloadable link.

(iii) Multiple mails for submitting the bids should be avoided.

(The soft copies of the bids (as per the instructions indicated above) should be submitted to the following email ids only:

mamta@sidbi.in
smirtib@sidbi.in

- The bids received within the deadline i.e. **09, November 2021 at 5:00 PM only, pls note the mails which are received in our Inbox on and before 5:00 PM** shall be considered for further evaluation. It is clarified that any delay / lag due to connectivity of for whatsoever reason leading to delay in submission of the proposal shall be not accepted by SIDBI. Bidder to ensure that the proposal reaches to SIDBI Inbox through email before the deadline.
- **Regarding “Commercial bid” submission**

The soft copy of the commercial bid (Zip File 03 - Commercial Bid.zip) should be in the .pdf format (**not editable but printable**) only and should be "**Password Protected**".

The password to open the commercial bids shall be shared by the Bidders at the time of opening of the commercial proposals only. The commercial proposals shall be opened only for the technically qualified bidders. The commercial bid in any other format and not meeting the above criteria shall not be accepted and the bidder shall be considered as "**Disqualified**".

Further, it is also mentioned that the option / facility opted for submission of the soft copy of the bids is being provided by SIDBI due to the present COVID 19 pandemic situation.

SIDBI shall not be responsible for any claim by any of the bidder with regard to the cracking of the password or etc. in respect of the commercial bid.

Further, it is also clarified that at the time of opening of the commercial bid, if the bid file does not open or shows some error like "invalid file" or "corrupted file" or "Wrong Password" or any other reason, that bid shall not be considered for further evaluation and shall be considered as "Invalid Bid" and the respective bidder shall automatically be disqualified for the further evaluation stage.

b. Submission of Annexures

In regard to the annexures to be submitted on the Non-Judicial Stamp Paper, in case bidders find difficulty in obtaining the stamp papers, the bidder may submit the soft copies as per the following :

Format 3D – Pre Contract Integrity Pact	Scanned Copy of the Non-Judicial Stamp Paper
Format 3G/3H – Power of Attorney	
	"OR"
Format 3N – EMD/Bid Security Form	Scanned copy on the Letter Head of Bidder
Format 3O – Letter of Competence	Scanned copy on the Letter Head of Bidder

All other annexures indicted in the RFP / tender documents are required to be submitted as per the tender document (soft copy -duly signed & stamped – as per the format).

It is mentioned that at the time of award of the contract, the original copy of the same shall be obtained on the Non-Judicial Stamp Paper of requisite value upfront before executing the contract with the final bidder.

2.7 Requests for information

Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing or through e-mail by the time mentioned in 'Bid Critical Information' section before.

No query / clarification would be entertained over phone.

All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation

in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

2.8 PRE BID MEETING:

- 2.8.1 The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RfP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 2.8.2 The Bank shall hold an Online pre-bid meeting over "**Skype For Business**" or "**Microsoft Team**" on the date and time mentioned in 'Critical Information' section above.
- 2.8.3 It would be the responsibility of the Bidders representatives (only one person per bidder) to join the online pre-bid meeting. The interested bidder are advised to submit the details of the Nodal Officer (Name, Official Email ID, Mobile Number) to participate in the pre-bid meeting. While sending the clarifications / queries to SIDBI, the interested bidders can indicate the details of the nodal officers in the same mail also. The Bank shall send meeting invite only to the person whose details have been shared with the Bank. In case, the meeting invite is not received by any of the designated representatives latest by 1100 hrs on 25/10/2021, he/ she should call or mail to Bank's designated officials whose details are given in 'Critical Information' sheet.
- 2.8.4 Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 2.8.5 The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and Central Public Procurement Portal (CPPP) [www.eprocure.gov.in] after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 2.8.6 If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

2.9 AMENDMENT TO THE BIDDING DOCUMENTS:

- 2.9.1 At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 2.9.2 The amendment will be posted on Banks website www.sidbi.in and CPPP (eprocure.gov.in) only.

2.9.3 All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

2.9.4 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

2.10 LANGUAGE OF BID:

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

2.11 SUBMISSION OF BIDS

2.11.1 The bids must be received by the Bank at the specified address not later than date and time mentioned in 'Critical Information', given in the beginning of this document.

2.11.2 In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

2.11.3 The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 MODIFICATION AND / OR WITHDRAWAL OF BIDS:

2.12.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.

2.12.2 The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

2.12.3 No bid may be modified or withdrawn after the deadline for submission of bids.

2.12.4 Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

2.13 REQUEST FOR INFORMATION:

2.13.1 Recipients are required to direct all communications for any clarification related to this RfP, to the nominated officials and must communicate the same in writing by the time mentioned in 'Critical Information' section before. No query / clarification would be entertained over phone.

2.13.2 All queries relating to the RfP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

2.13.3 However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

2.13.4 The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.

2.14 DISQUALIFICATION

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

2.15 PRE-CONTRACT INTEGRITY PACT (IP)

IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

The bidder has to submit signed Pre-Contract Integrity Pact (IP) as per the format at **Format 3D** on the letter head of the Company. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Letter of Intent for awarding of contract.

2.16 IMPORTANT

Bidders must take the following points into consideration during preparation and submission of bids.

2.16.1 Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.

2.16.2 **All documents must be numbered and proper index should be put up. The documents must be scanned in sequence, haphazard placement of documents is liable to be rejected.**

2.16.3 If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

2.16.4 Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

2.16.5 If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected. However, SIDBI at its sole discretion, has right to call for clarification from any applicant, if required.

2.16.6 The RfP is floated on SIDBI website (www.sidbi.in) and Central Public Procurement Portal (CPPP) at www.eprocure.gov.in. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on SIDBI website and CPPP. Bidders must have close watch on SIDBI website and CPPP during the intervening period before submitting response to RfP.

SELECTION FORMAT

2.16.7 SIDBI will select a Consulting Firm / Organization (the Consultant) in accordance with the specified method of selection in this RFP (the "Selection Process"). Consultants shall be deemed to have understood and agreed that no

explanation or justification for any aspect of the Selection Process will be given and that Bank's decisions are without any right of appeal whatsoever.

- 2.16.8 Consultants are invited to submit Technical and Financial Proposals (collectively called as the "Proposal"), as specified in the Data Sheet, for the services required for the Assignment. The term "Consultant" refers to a single entity or the group of entities coming together to submit the Proposal. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall provide Project Management Consulting services in accordance with the Terms of Reference of this RFP (the "TOR").
- 2.16.9 Consultant shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Consultant shall be required to enter into a contract with the Bank in the form specified in this RFP (the "Contract").
- 2.16.10 Consultant should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.16.11 Consultant shall bear all costs associated with the preparation and submission of their proposals, and contract negotiation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Bank or any other costs incurred in connection with or relating to its Proposal. The SIDBI is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.16.12 SIDBI requires that the selected Consultant provide professional, objective, and impartial advice and at all times hold SIDBI 's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of SIDBI and the Scheme.
- 2.16.13 It is the SIDBI's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execution of such contracts. It should strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988".
- 2.16.14 Consultant including all members of the consortium, if any are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.
- 2.16.15 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal submission date.
- 2.16.16 Number of Proposals: No Consultant or its Associate shall submit more than one Proposal. Consultant applying individually or as a member of a consortium shall not be entitled to submit another Proposal either individually or as a member of any other consortium, as the case may be.
- 2.16.17 Right to reject any or all Proposals:
- i. Notwithstanding anything contained in this RFP, the Bank reserves the right

- to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii. Without prejudice to the generality of above, the Bank reserves the right to reject any Proposal if:
 - a. at any time, a material misrepresentation is made or discovered, or
 - b. the Consultant does not provide, within the time specified by the Bank, the supplemental information sought by the Bank for evaluation of the Proposal.
 - iii. Such misrepresentation / improper response by the Consultant may result in disqualification of the Consultant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Consultant gets disqualified / rejected, then the Bank reserves the right to consider the next best Consultant, or take any other measure as may be deemed fit in the sole discretion of the Bank, including annulment of the Selection Process.

2.17 OWNERSHIP OF DOCUMENT AND COPYRIGHT

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

2.18 ELIGIBILITY OF CONSULTANTS

2.18.1 Consultant, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no Consultant applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment.

2.18.2 Consultant may either be a sole proprietorship firm / a partnership firm / a limited liability partnership / a company incorporated under the Companies Act 1956/ 2013 or a body corporate incorporated under the applicable laws of its origin.

2.18.3 Consultant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Consultant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank will forfeit and appropriate the Bid Security of Consultant.

2.18.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Submission Date, would not be eligible to submit a Proposal either by itself or through its Associate.

2.18.5 Consultant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.18.6 In case of a Consortium, it shall, comply with the following additional requirements:

- i. Number of members in a consortium shall not exceed 3 (three) and limited to One Lead member and two Sub Consultants;
- ii. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all other members of the Consortium. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Bank expects that Lead Member should have maximum responsibility pertaining to execution of Assignment;
- iii. The Application should include a brief description of the roles and responsibilities of individual members;
- iv. An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for the Assignment;
- v. No Change in the composition of the Consortium will be permitted by the Bank during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).
- vi. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - a. clearly outline the proposed roles and responsibilities, if any, of each member;
 - b. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;
 - c. clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;
 - d. except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Bank.

2.19 SUBMISSION OF PROGRESS REPORTS:

The Consultant shall submit a monthly progress report and detailed time sheets in agreed formats to the SIDBI. The monthly progress report must include as a minimum:

- i. general description of the work performed in the preceding month
- ii. work plan for the next month and quarter
- iii. Resource issues and challenges with action items (who, when, what)

- listed and
- iv. issues that need SIDBI's attention and action. The progress report will be submitted monthly, coinciding with the invoice cycle and will be a pre- condition for payment approval.

2.20 PREPARATION OF PROPOSAL

2.20.1 Proposals should be prepared in English Language and strictly as per formats provided in this RFP. The bank will evaluate only those Proposals that are received in the specified forms and complete in all respects. Any supporting documents submitted by the Applicant with its proposal or subsequently, in response to any query / clarification from SIDBI shall be in English/Hindi and in case any of these documents is in another language, then it must be accompanied by an accurate translation of all the relevant passages in English/Hindi, in which case, for all purposes of interpretation of the proposal, the translation in English/Hindi shall prevail.

2.20.2 Consultants are expected to thoroughly examine the RFP Document any deficiencies in providing the information requested may result in rejection of a Proposal.

2.20.3 Technical Proposal: While preparing the Technical Proposal, Consultant must give particular attention to the following:

- i. The Resource Personnel must be full time employee(s) of the firm.
- ii. Consultant to ensure that the proposed Resource Personnel work full time on the assignment and does not conflict with the time allocated or proposed for anyother assignment.
- iii. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
- iv. No such Resource Personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
- v. The Resource Personnel shall remain available for the period as indicated inthe RFP Document.
- vi. No alternative proposal for any Resource Personnel shall be made and only one CV for each position shall be furnished.
- vii. Proposed Resource Personnel must sign their CV with date and countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of Resource Personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised signatory shall be required in original.
- viii. Resource Personnel shall meet the educational qualification and the work experience as defined in RFP.
- ix. The projects shown under past experience should be supported with copy of the contract/ work orders along with completion certificate indicating the details of previous assignment completed, bank, value of assignment/ proportionate value in use of projects/ assignment in process date and year of award. Consultant shall self-certify if the firm has done assignments on Non-Disclosure Agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance.

- x. Consultants may form a Joint Venture / Consortium to strengthen its experience / strength for the assignment.
- xi. The technical proposal must not include any financial information

2.20.4 Failure to comply with the requirements as above may lead to deduction of marks during the evaluation.

2.20.5 Proposals shall be typed and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink.

2.20.6 Bank may ask to provide additional material information or documents subsequent to the date of submission in case of clarification needed, however, unsolicited material if submitted will be summarily rejected.

2.20.7 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of Joint Venture (JV) / Consortium, in the format provided RFP, signed by all firms / entities.

2.20.8 Similarly, Power of Attorney for both authorised representative and lead member of the JV / Consortium shall also be furnished as per the formats available in the RFP.

2.20.9 The Technical Proposal should provide the following information using the attached Standard Forms:

- i. Applicant's experience for recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- ii. The comments and suggestions of Consultant on the RFP / Contract / TOR are not binding and shall not affect the financial proposal.
- iii. Detailed Approach and Methodology for undertaking the current Assignment;
- iv. Against the list of proposed staff, details of tasks assigned to each staff as per his / her experience shall influence the evaluation.
- v. The CV shall be as per the prescribed format and shall be maximum of 4 single sided pages (2 sheets double sided) for each Resource Professional. In addition, a one page executive summary shall be provided. In the event any averment made in the CV of a proposed staff is incorrect, such person shall be liable to be debarred for any future assignment of Bank for a period of three (3) years. The award of the consultancy to the Applicant may also be liable to cancellation in such an event. Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the Resource team member at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the Resource Personnel shall be required;
- vi. The consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of Resource Personnel as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to;
- vii. On-going consulting assignments can be submitted with detail of progress supported by suitable documents (E.g. copy of invoice or payment received till date or through certificate from the respective bank).
- viii. Failure to comply with or provide the above listed items in the Technical

Proposal may result in disqualification.

2.20.10 **Financial Proposal:** For preparing the financial proposal (the "Financial Proposal"), Consultant shall take into account the various requirements and conditions stipulated in this RFP. Except applicable GST on the services to be provided by the Consultant to the SIDBI, the Financial Proposal shall be inclusive of all the costs including taxes associated with the assignment. It is clarified that, for the purposes of evaluation, the Financial Proposal should be prepared in INR. Escalations may be applicable in accordance with the procedure prescribed in this RFP. In submitting the Financial Proposal, the Consultant shall adhere to the following requirements:

- i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remunerations for the personnel including out of pocket expenses. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all the expenses, tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding applicable GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only applicable GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
- iii. Prepare a standard schedule of monthly rates in INR only.
- iv. Prepare the standard schedule of rates for the Resource Personnel for which the forms are given in section 4 of this RFP document.

- v. For bidding and transparency purposes, the Consultant must use the staffing specified and the Consultant's corresponding standard schedule of monthly rates as per the forms given in the section 4 of this RFP document.
 - vi. The Proposal is a retainership contract. The monthly fee quoted by the consultant shall take into account the expense on salaries of Professionals deployed on the assignment.
 - vii. Indexation of remuneration will be done annually from Effective Date of Contract;
 - viii. In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered for evaluation purposes.
- 2.20.11 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- 2.20.12 The Financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RFP. The breakup of the remuneration and out of pocket expenses should match the total cost of the Financial Proposal. The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e., whether Bidders have priced all items of the corresponding Technical Proposal); if not, for material omissions, the bank will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price, and correct any arithmetical errors. When correcting computational errors, in case of discrepancy between (a) a partial amount and the total amount, the partial amount shall prevail; (b) words and figures, the words shall prevail.
- 2.20.13 Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.
- 2.20.14 The Consultants may be subjected to applicable local and other taxes on amounts payable by SIDBI under the Contract. Consultants must do their due diligence about the tax implications and Bank will not be liable for any incident.
- 2.20.15 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the Applicant is expected to keep available the Resource Professional proposed for the assignment. The bank will make its best effort to complete negotiations within this period. If the bank wishes to extend the validity period of the Proposals, it may ask the Consultants to extend the validity of their Proposals for a stated period. Consultants, who do not agree with the extension of the validity period, have the right not to extend the validity of their Proposals. The bank will return the bid security deposits of the Consultant who do not extend the period of validity of their Proposals and wish to withdraw.
- 2.20.16 Consultant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by Bank prior to Submission date. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of this RFP, in electronic format over authorized email IDs only with subject matter marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.20.17 The rates and amounts indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

2.21 Evaluation Methodology & Award of Contract

2.21.1 The Bank has adopted a three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.

1. Minimum Eligibility Criteria
2. Technical Bid (includes presentation)
3. Commercial Bid

2.21.2 The Bank shall evaluate first the 'Eligibility Criteria' bid and based on its evaluation, 'Technical Bids' shall be evaluated at the second stage only for bidders who qualify minimum eligibility criterion. 'Commercial bids' shall be opened for only the shortlisted bidders out of technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score will get a weightage of 30%. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFP. The first ranked Consultant shall be invited for Negotiations while the second ranked Applicant will be kept in reserve.

2.21.3 The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.

2.21.4 Normalization - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

OPENING OF MINIMUM ELIGIBILITY AND TECHNICAL BIDS

2.21.5 Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.

2.21.6 On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.

2.21.7 If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, Bank at its discretion will proceed further with opening of the technical bids in their absence.

2.21.8 The Bidder name, presence or absence of requisite EMD / Bid Security and such other details as the Bank, at its discretion, may consider appropriate will be announced at the time of bid opening.

2.21.9 Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

PRELIMINARY EXAMINATION:

2.21.10 The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.

- 2.21.11 The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 2.21.12 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For the purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security / EMD, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 2.21.13 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 2.21.14 The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

EVALUATION OF ELIGIBILITY CRITERIA:

- 2.21.15 Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria / Minimum Eligibility Criteria' section. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- 2.21.16 Successful bids out of this stage would be considered for technical evaluation.
- 2.21.17 Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

EVALUATION OF TECHNICAL BIDS

- 2.21.18 The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this RfP.
- 2.21.19 SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
- 2.21.20 SIDBI reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the bank in respect of such Proposals. However, Bank reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The bank will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.21.21 Minimum Qualification Criteria (To be satisfied by the lead partner or to be jointly satisfied by both the lead and JV partner).

For the purpose of qualification, the following criteria shall apply:

2.21.22 **Minimum Eligibility**

Sl. No.	Eligibility Criteria	Documents to be submitted
1	<p>The consultant should have been in existence in India for at least 7 years as on the date of RfP with ability to service the bank across India and should have an office at New Delhi.</p> <p>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. incorporated in India (It should not be an Individual / Proprietary Concern / HUF etc.).</p> <p>Start-ups registered under start-up India, GoI shall be exempted for criteria of existence as per extant guidelines.</p>	<p>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.</p>
2	<p>Experience of 5 years working as PMU / PMC in assisting centre/State Governments/ centre or state related agencies/institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects funded under any central government schemes.</p> <p>Only those projects will be considered wherein 'Final Approval' has been accorded by state govt or Government of India</p>	<p>A Self certified letter on company's letter head along with supporting evidence thereof. i.e (workorder/assignment letter/Sanction letter/work completion letter)</p>
3	<p>The agency should have in-house capability to take up assignment on its own, or Having back to back arrangements with other agencies/associates (not more than two), However Bid has to be submitted by leading agency only. No joint BID shall be accepted. Only lead bidder shall be evaluated</p>	<p>A Self certified letter on company's letter head along with supporting evidence thereof.</p>
4	<p>The Consultant should have Positive Networth in last three financial years.</p>	<p>Information to be provided as per Format duly signed by CA (on the</p>

	(i.e. 2018-19, 2019-20 & 2020-21)	basis of financial statements for FY 2018-19, 2019-20 & 2020-21).
5	<p>The Consultant should have average annual revenue of at least INR 25 crore in each of the three financial years (i.e. 2018-19, 2019-20 & 2020-21) from consulting services.</p> <p>In case audited financials of FY 2020-21 are not available ,</p> <p># Provisionals certified by statutory auditors of the consultant may be provided</p> <p>OR</p> <p># Audited statements of FY 2017-18, 2018-19, 2019-20 along with self certified provisional financials for FY 2020-21 , however in such cases SIDBI shall cross verify the financials with actual audited returns as and when prepared and in case of deviation above 10% can call for dilution of contract.</p>	
6	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.
7	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.
8	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.
9	The agency has not defaulted to any Bank within the jurisdiction of India.	A Self-certified letter on company's letter head to be submitted alongwith CIBIL report. However, CIBIL report, if not available may also be submitted at the time of signing of agreement. However, if the CIBIL report is not satisfactory, SIDBI may debar the agency from the assignment and EMD shall be forfeited. SIDBI has right to check CIBIL records.

10	Should have fulfilled its tax obligation to the Govt	Company Secretary or CA certificate of Statutory auditors.
11	Application fee / tender fee (to be enclosed)	Requisite amount
12	EMD / Bid Security (to be enclosed)	Requisite amount

2.21.23 Technical Evaluation

- i. To facilitate evaluation of Proposals, Bank may, at its sole discretion, seek clarifications from any Consultant regarding its Proposal. Such clarification(s) shall be provided within the time specified by Bank for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought by Bank within the specified time, its Proposal maybe liable to be rejected. In case the Proposal is not rejected, Bank may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation by Bank.
- ii. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that any eligibility conditions have not been met by the Consultant or if the Consultant has made material misrepresentation or has given any materially incorrect or false information, the Consultant shall be disqualified.
- iii. Technical Evaluation Criteria: The evaluation committee ("Evaluation Committee") appointed by the Bank will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Evaluators of Technical Proposals shall have no access to the Financial Proposals until technical evaluation, is concluded Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Sl. No.	Details required/Parameters on which Bidder will be scored	Scores assigned	Proofs to be submitted	Maximum Score
A	Bidder Credentials			
1	<p>Length of experience: Experience of working as PMU / PMC in assisting centre/State Governments/ centre or state related agencies or institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central / state government cluster schemes</p> <p>Only those projects will be considered wherein 'Final Approval' has been accorded by stet government or Government of India Start-ups registered under start-up India, Gol shall be exempted for criteria of existence as per extant guidelines.</p>		workorder/as signment letter/Sanction letter/work completion letter	5
	Experience of at least 3 years and upto 4 years	2		
	Experience of more than 4 years and upto 6 years	3		
	Experience of more than 6 years and upto 8 years	4		
	Experience of more than 8 years	5		
2	<p>Proven track record in handling assignments of similar nature / domain: assisting centre/State Governments/ centre or state related agencies, institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central government schemes.</p> <p>Only those projects will be considered wherein 'Final Approval' has been accorded by Government of India, during the period from April 01, 2017 till date of RfP.</p>		Sanction letter/work completion letter	10
	Less than 3 projects	0		
	3 projects	3		
	More than 3 projects and upto 5 projects	5		
	More than 5 projects and upto 7 projects	7		
	More than 7 projects	10		

3	Experience of providing consultancy services to centre/State Departments/agencies/institutions in leveraging benefits under various Government of India Schemes viz MSECDP, Sfrurti, Leather Cluster etc for Cluster Infrastructure Development / common facilities for MSMEs etc		workorder/assignment letter/Sanction letter/work completion letter	5
	Less than 3 projects	0		
	More than 3 projects and upto 7 projects	3		
	More than 7 projects	5		
4	Experience of higher value contracts: Service contracts undertaken of value not less than Rs.500 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2017 till date of RfP.		under satisfactory implementation certificate /completion letter	7
	Less than 3 projects	0		
	More than 3 projects and upto 5 projects	3		
	More than 5 projects and upto 7 projects	5		
	More than 7 projects	7		
5	Capability: Relevant experience of Team Leader cum theme professionals to be assigned by the Service Provider for carrying-out and managing the project.		Supported by CVs	5
	Less than 3 years	0		
	3 years or more but less than 5 years	2		
	5 years and upto 7 years	3		
	7 years and upto 10 years	4		
	More than 10 years	5		
6	Readiness with resources for the PMC [CV of project resource persons to be shared with technical bid. However,, indicative CV of person to be outsourced / proposed to be outsourced for PMC members (person of similar caliber to be placed)] in terms of no. of employees on board for deputation on the proposed assignment.		Self-Attested list along with supporting CVs	7

	At least 3 employees (aligned to scope) on board	2		
	More than 3 and upto 5 employees (aligned to scope) on board	3		
	More than 5 and upto 8 employees (aligned to scope) on board	5		
	More than 8	7		
7	Approach and methodology adopted in response to the RfP in terms of completeness of response, exhaustiveness, depth of analysis exhibited and timelines and deliverables.			26
	Understanding of the scope of the engagement	4		
	Knowledge and consulting inputs brought in by the service provider relevant to the programme	4		
	Overview of the process and approach and methodology proposed	4		
	Resource deliverables identified, timelines and action outlined	4		
	Proposed frequency of reviews, framework for performance evaluation and escalation mechanism	4		
	Specific suggestions to make the project more effective and impactful	6		
	Sub Total (A)			65
B	Presentation on Proposed Plan, Proof of Concept and Roll out strategy			35
	Presentation on capability statement, proposed action plan and Roll out strategy (including understanding of requirement and scope of work, implementation methodology and proposed team, originality of the proposal / concept, innovative ideas for effectiveness of engagement and possibilities of institutionalizing for long term sustainability)		Date and time for the presentation shall be advised on later date	
Grand Total				

2.22 The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RS_{Tech}) shall be assigned to each bid on the basis of parameters mentioned above.

- a) Relative Technical Score (RS_{Tech}) for each agency will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{High} * 100$$

Where,

RS_{Tech}	=	Relative score obtained by the bidder
T	=	Technical score obtained by bidder
T_{High}	=	Highest Technical score secured among the Bidders

- b) Technical Bids receiving a RS_{Tech} greater than or equal to a score of 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- c) If less than 3 bidders qualify as per above criteria (RS_{Tech} >= 70), SIDBI reserves the right to short list maximum top 3 bidders subject to RS_{Tech} >= 60.

2.23 Commercial Bids:

- a) The Bidder is required to quote in Indian Rupees ('INR/ ₹'). Bids in currencies other than INR may not be considered.
- b) While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.
- c) The Commercial Bid should be submitted in the format prescribed in the RfP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.

2.24 Evaluation of Commercial Bids

- a) In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation for each pocket separately.
- b) The date for opening of commercial bids will be separately advised.
- c) Relative Technical Score (RS_{Tech}) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation, for each pocket.
- d) The agency with the lowest commercial bid will be selected for further discussion for finalizing contract for the specific pocket subject to satisfying all the terms and conditions defined in this RfP document.
- e) Relative Commercial Score (RS_{Com}) for each bidder will be calculated as follows:

$$RS_{Com} = C_{Low} / C \times 100$$

Where:

- RS_{Com} = Relative score for Commercial Bid of the bidder
- C = Commercial bid value of the bidder under consideration
- C_{Low} = Lowest commercial bid value out of all the eligible commercial bids obtained.

2.25 Final Selection of the Eligible Bidder

- a) Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows separately for each pocket :
 - i. $RS = RS_{Tech} \times 0.70 + RS_{Com} \times 0.30$
- b) The eligible bidder will be selected based on maximum Relative Score (RS) obtained.
- c) The bidder with the highest Relative Score (RS) will be selected for further discussion.
- d) In case of a tie after the commercial evaluation stage, the Bank's decision will be final and will be based on marks scored in the technical evaluation only.
- e) The Bidders shall submit their offers strictly in accordance with the terms & condition of the Tender document.

The Bank will notify the Consultants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by electronic mail.

2.26 NEGOTIATIONS

The Selected Consultant may, if necessary be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such a deployment of Resource Personnel, understanding of the Scope of Work, methodology and quality of the work plan shall be discussed during the negotiations. In case, the Selected Consultant fails to reconfirm its commitment, the Bank reserve the right to designate the next ranked Consultant as the Selected Consultant and invite it for negotiations.

The Bank will examine the CVs of all other Resource Personnel and those not found suitable shall be replaced by the Consultant to the satisfaction of the Bank.

- 2.26.1 The financial negotiations will include a clarification of the Firm's tax liability in the Bank's country (if any), and how it will be reflected in the Contract and will reflect the agreed technical modifications in the cost of the services. Unless there

are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

2.26.2 If, for any reason beyond the reasonable control of the Consultant, such as retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Resource Personnel (Core Team & Resource Pool), the Consultant will fill the vacancy with equally qualified and experienced staff immediately with the approval of SIDBI.

3 AWARD OF CONTRACT

- 3.1** After selection, a Letter of Award (the LOA) will be issued, in duplicate, by the Bank to the Successful Consultant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Bank may, unless it consents to extension of time for submission thereof, appropriate the Bid Security on account of failure of the Successful Consultant to acknowledge the LOA, and the next highest ranking Consultant may be considered.
- 3.2** Performance Security: Performance Security equivalent to 3 (three) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by Bank until the completion of the assignment by the Consultant and be released 180 (One Hundred Eighty) Days after the completion of the assignment.
- 3.3** Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Consultant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Consultant shall not be entitled to seek any deviation in the Agreement
- 3.4** Commencement of Assignment: The Successful Consultant is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Bank may invite the second ranked Consultant for contract signing. In such an event, the Bid Security / Performance Security, as the case may be, of the first ranked Consultant shall be liable to be forfeited by the Bank.
- 3.5** CONFIDENTIALITY :Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

SECTION 3: ELIGIBILITY AND TECHNICAL PROPOSAL – STANDARD FORMS

Format 3A	Technical Proposal Submission Form
Format 3B	Declaration: No Ownership or Control of SIDBI Directors/ Employees (or relatives)
Format 3C	Declaration: Not penalized or Found Guilty in any Court of Law
Format 3D	Pre Contract Integrity Pact
Format 3E	Format for Relevant Past Experience
Format 3F	Format for Revenue Details of Consultant
Format 3G	Format of Joint Bidding Agreement (in case of JV /Consortium)
Format 3H	Format of Power of Attorney for Authorised Representative
Format 3I	Format of Power of Attorney for Lead Member of JV / Consortium
Format 3J	Performance Bank Guarantee Format
Format 3K	Description of Approach, Methodology and Work Plan for Performing the Assignment
Format 3L	Team Composition and Task Assignments
Format 3M	Curriculum Vitae (CV) for Proposed Staff (Core Team and Resource Pool)
Format 3N	EMD/BID security Form
Format 3O	Letter of Competence

FORMAT 3A

Technical Proposal Submission Form

To:

Cluster Development Vertical

Small Industries Development Bank of India

Atma Ram House

1, Tolstoy Road, New Delhi – 110001

Subject: Appointment of Project Management Consultant (PMC) for Facilitating Implementation of SIDBI Cluster Development Fund (SCDF) Scheme

Dear Sir,

With reference to your RFP Document dated 12/10/2021, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as Project Management Consultant for Facilitating Implementation of SIDBI Cluster Development Fund (SCDF) Scheme. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant / JV / Consortium] [with] [insert a list with full name and address of each Joint Venture / Consortium / Consultant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFP.

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

1. We acknowledge that SIDBI will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to SIDBI any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of SIDBI to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
 - (a) We have examined and have no reservations to the RFP, including any

Addendum issued by the Bank;

- (b) We do not have any conflict of interest in accordance with the terms of RFP;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with Bank or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
 8. We declare that we are not a member of any other Consortium / JV applying for selection as a Consultant.
 9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
 11. We agree to keep this offer valid for one hundred eighty (180) days from the Submission date specified in the RFP.
 12. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
 13. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 14. The Technical and Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the application which shall be binding on us.
 15. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Consultant)

FORMAT 3B

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 3C

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 3D

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 Project Management Consultant for Facilitating Implementation of SIDBI Cluster Development Fund (SCDF) Scheme 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.3,60,000/- (Rupees Three Lakh and Sixty 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:
Representative
Designation:

Name of Authorised
Designation:

Witness

Witness

1. _____
2. _____

1. _____
2. _____

FORMAT 3E

Format for Relevant Past Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying out consulting services similar to the ones requested under this assignment.]

- Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
- Exhibit only those projects undertaken in the last Five(5) years., as per minimum eligibility and technical criterion.
- Projects without the proof of experience from respective bank will not be considered

Assignment Name and projectcost:	Approx. value of the Contract (in INR in Lakh)
Country: Location within country:	Duration of assignment (months):
Name of Bank/ state organization:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Lakh)
Start Date (Month/Year): Completion Date (Month/Year):	No: of professional staff months provided by associated Consultants:
Name of Lead Partner: Name of Associated Consultants, If any	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader):
Narrative Description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note:

Please limit the description of the project in two A4 size sheet of paper.

FORMAT 3F

Format for Revenue Details of Consultant

S. N.	Financial Year	Annual Revenue of Consultant (INR)	Networth of Consultant (INR)
1.	2018-2019		
2.	2019-2020		
3.	2020-2021		
Average Annual Turnover		[indicate sum of the above figures divided by 3]	

Certificate from the Statutory Auditor

This is to certify that..... [Name of the Firm] [Registered Address] has received the payments shown above against the respective years.

Name of Authorized Signatory: Designation:
Name of firm:

(Signature of the Statutory Auditor Seal of the Firm)

Note:

1. In case of a consortium, above form has to be submitted for each consortium member
2. In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.

FORMAT 3G

Format of Joint Bidding Agreement (in case of JV /Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of.....2021...

AMONGST

1. [•], (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [•+, (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at]..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [•+, [a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at]..... (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) Small Industries Development Bank of India (SIDBI), having its head office at SIDBI Tower, 15, Ashok Marg, Lucknow – 226001 and an office at Atma Ram House, 1, Tolstoy Road, New Delhi-110001, India (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Applications") by its Request for Proposal No T002246643 dated 12/10/2021 (the "RFP") for appointment as Project Management Consultant for the SIDBI Cluster Development Fund (SCDF) Scheme for the {Project name} (the "Consultancy").
- (B) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Consultancy, and

- (C) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.
- b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Member in Charge of the Consortium shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
- b. Party of the Second Part shall be [•]; and c. Party of the Third Part shall be *•].

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Lead Member and the Bank shall be entitled to deal with such Lead Member as the representative of all Members.

7. Authorised Representation

The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on

behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the Consultancy including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the authority, representing the consortium in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Bank in all matters in connection with or relating or arising out of the Consultancy.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Bank that it has not been selected and upon return of the Bid Security by the Bank.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For	SIGNED, SEALED AND DELIVERED
and on behalf of MEMBER IN CHARGE	
by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART

(Signature) (Name)

(Designation) (Address)

In the presence of:

1.

2.

FORMAT 3H

Format of Power of Attorney for Authorised Representative

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

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

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF. , 20**

For ...

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

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

FORMAT 3I

Format of Power of Attorney for Lead Member of JV / Consortium

(To be executed by all members of the Consortium)

Whereas the Small Industries Development Bank of India (the "Bank") has invited proposals from Consultants for appointment as Project Management Consultant for Facilitating Implementation of SIDBI Cluster Development Fund (SCDF) Scheme (the "Consultancy").

Whereas, ... and.....
(collectively the "JV/Consortium") being Members of the JV / Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the RPP and other connected documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member in Charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s.[name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and / or any other government agency or any person, in all matters in connection with or relating to/ or arising out of the Consortium's bid for the Consultancy and / or upon award thereof until the Contract is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF..., 20.....

For
(Signature Name & Title)

For.....
(Signature, Name & Title)

For
(Signature, Name & Title)

(Executants) (To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Notes:

In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.

FORMAT 3J

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 "**Appointment of project management consultant for facilitating implementation of SIDBI Cluster Development Fund (SCDF) scheme**" 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 3% 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 "**Appointment of project management consultant for facilitating implementation of SIDBI Cluster Development Fund (SCDF) scheme**"
3. " " 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.
4. 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.
5. 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.

6. 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 _____
7. 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.
8. 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.
9. 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.
10. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. _____ (Rupees _____).
11. 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.
12. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
13. 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 _____).
14. 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.

15. 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)"

16. 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.....

FORMAT 3K

Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are Resource components of the Technical Proposal. The consultant will present its Technical Proposal (items a, b and c below) in no more than 40 single sided or 20 double-sided printed sheets (A-4 size, minimum 11 font size). The page count does not include the Forms.

1. Technical Approach and Methodology,
2. Work Plan, and
3. Organization and Staffing,

a) Technical Approach and Methodology.

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

b) Work Plan.

In this section the consultant should describe the overall work plan for the activities of the 2 year assignment and a detailed work plan for 1st year of assignment. The 1st year work plan must be consistent with the overall 2 year work plan and demonstrate understanding of the 2 year scope of work and ability to translate the scope into a feasible working plan. The work plan for year 1 must show (i) mobilization details for the Team (ii) details for proposal scouting for SCDF (iii) Resource tasks and deliverables which will form the basis of invoice payment .

c) Organization and Staffing.

In this section the consultant should briefly discuss the structure, composition, roles and responsibility of the proposed team including sub-consultant(s), if any.

FORMAT 3L

Team Composition and Task Assignments

1. Core team				
Name of Staff		Area of Expertise	Position Assigned	Task Assigned

FORMAT 3M

Curriculum Vitae (CV) for Proposed Staff

Limit each CV to 4 pages single-sided (2 sheets double-sided) plus a one page executive summary

1	Proposed Position (Also specify whether staff is for Core Team / Resource Pool)	only one candidate shall be nominated for each position			
2	Name of Firm	Insert name of firm proposing			
3	Name of Staff	[First] [Middle] [Surname]			
4	Date of Birth	[Day, Month, Year]	Nationality		
5	Education	Indicate college/university and other specialized education of staff member, giving names of institutions, qualifications obtained, and date			
6	Training & Publications:	[Indicate significant training since education degrees (under 5) were obtained]			
7	MSME centric locations where having Work Experience	Details for last ten years			
8	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
		Language 2			
9	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:	Name of Organization	Position Held	Duration	
10	Work Undertaken that Best Illustrates the Required Professional Experience	[Among the assignments in which the Staff has been involved, indicate following information for those assignments that best illustrates staff's professional experience as per the requirements listed under Annexure 2-1] Name of assignment or project: Year: Location: Main project features:[size in INR , type e.g. integrated township,port, rail, Metro etc, and			

	services provided e.g. State Govt office, ministries, banks etc] Positions held: Activities performed:
--	---

13. Certification:

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

Date:

[Signature of staff member]

Full name of staff: Date:

Date:

[Signature of authorized representative of the firm]

Full name of authorized representative:

For Resource Professionals who are not employees of the firm at the time of submission of the proposal:

I, <name>, certificate that I am available to start work on this project when notice to start work is issued by SIDBI.

Signature of the proposed staff:

FORMAT 3N

Format of EMD / Bid Security Form

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal RfP No. **T002246643 dated October 12,2021** for "Appointment of project management consultant for facilitating implementation of SIDBI Cluster Development Fund (SCDF) scheme

(hereinafter called the 'the RFP') to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered / head office at ----- and inter alia a branch office situated at ----- have agreed to give a performance guarantee of 8% of contract value i.e. ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding.

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding `/- (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of `/- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate

to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three months from i.e. on or before ---- all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

.....

Format 30

Letter of Competence

(To be executed on a non-judicial stamp paper of worth Rs.100/-)

Appointment of project management consultant for facilitating implementation of SIDBI Cluster Development Fund (SCDF) scheme

RfP No. T002246643 dated October 12,2021

This is to certify that we *[Insert name of Bidder]*, address are fully competent for undertaking project management consultancy for facilitating implementation of SIDBI Cluster Development Fund (SCDF) scheme as per scope mentioned in the above RfP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfP.

We certify that the quality and number of resources to be deployed by us will be adequate to deliver the services professionally and competently within the prescribed time frame.

We also certify that all the information given by us in response to this RfP is true and correct.

Thanking you,

Yours sincerely,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

Form 4A	Financial Proposal Submission Form
Form 4B	Summary of Costs

FORM 4A

Financial Proposal Submission Form

[Location]

[Date]

To:

Assistant General Manager
Small Industries Development Bank of India
Atma Ram House
1, Tolstoy Road, New Delhi – 110001

Dear Sir,

Subject: Appointment of Project Management Consultant (PMC) for Facilitating Implementation of SIDBI Cluster Development Fund (SCDF) Scheme

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures] for the 2 year Project Management Services.

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Address:

FORM 4B

Summary of Costs
(Amount in INR)

Sl. No.	Particulars	Number (Qty)	Costs per Month	Amount (Rs.) for 2 years
1	Team leader cum Theme Professional - MSME cluster Infra			
2	Theme Professional - Participative ventures			
3	M&E manager			
4	Business Analyst			
5	Project management fee for the agency as per scope of work for 24 months			
6	\$Total cost (exclusive of all taxes)			
7	Taxes (specify details)			
8	Total cost (inclusive of all taxes)			

Note

The out of pocket expenses shall be as defined at Table no 2 on page number 82 Please note that if SIDBI shall have to add resources on any of the above levels it shall requisition through PMC agency on same cost / terms basis as per above. Agency may confirm this i.e. its validity for 2 years. It may also mention about its project management fee % vis a vis the resources additionally deployed. These would not be used for commercial quote evaluation.

SECTION 5: TERMS OF REFERENCE

TERMS OF REFERENCE FOR APPOINTMENT OF PROJECT MANAGEMENT CONSULTANTS FACILITATING IMPLEMENTATION OF SIDBI CLUSTER DEVELOPMENT FUND (SCDF) SCHEME

1. Background

In order to gain competitive advantage, Indian MSME Clusters need to link up with regional, national and global value chains while fully exploiting the policies of Make in India, Digital India and Atmanirbhar Bharat. In line with U K Sinha committee recommendations, SIDBI with support of RBI, has setup Cluster Development Fund, to enhance infrastructure development of both Greenfield (induced clusters) and Brownfield Clusters. Thrust is being laid on interventions like Design Centres, Convention Centres, Common Facility Centres which can directly benefit the MSMEs.

Notably, the report of the expert committee on Micro, Small and Medium Enterprises headed by Shri U.K. Sinha recommended the "Use of Priority Sector Shortfall (PSS) funds" to create a low-cost lending window for State Governments for dedicated industrial and physical basic infrastructure projects in clusters, civil works for rehabilitation of existing industrial estates and setting up of new industrial estates. Benchmarking clusters at national, global level aligned National mission of Atmanirbahar Bharat. This fund is expected to act as the primary financial enabler for industrial transformation. Accordingly, the RBI has allocated funds to SIDBI for Cluster Development for coverage of eligible projects under SIDBI Cluster Development Fund (SCDF) scheme

The SCDF is envisaged to support setting up, upgrading and renovation of MSME infrastructure in areas other than agriculture. A list of Indicative activities alongwith SCDF scheme guidelines are available over SIDBI Website along with format for application forms <https://sidbi.in/en/msme-cluster-development-initiatives>.

The SCDF shall support State Governments in development of MSME clusters both Greenfield and Brownfield. Most of the state Governments look for fund support to raise requisite contributions statutorily required to leverage on the numerous on going related Central Government Schemes viz assistance for cluster infrastructure/common facilities. In this regards SCDF can be an alternative source of funding for the State Government for raising their contribution towards such projects.

The prerequisite for any assistance under SCDF shall be submission of Application forms supported by DPRs from State Governments. It is generally observed that State Governments face issues related to expertise in structuring and conceiving industrial infrastructure projects, preparation of DPRs, progress monitoring etc. SIDBI intends to create enablers around these.

In the above context, implementation of SCDF will involve careful consideration of all aspects of project conception, business plan preparation, approval at various levels, sanction of assistance, disbursement of support and project implementation management.

2. Objective

SIDBI intends to engage a Project Management Consultant (PMC) for a period of 24 months which may be extended for a subsequent period of 12 months, on mutual consent, to enable SIDBI in discharging its functions related to SCDF, including handholding of SIDBI/ State Governments, assisting in DPR appraisals, undertake supervision, MIS cum monitoring & evaluation, reporting and coordination to ensure fulfilment of objectives of SCDF.

3. Scope of Services:

The detailed scope of services of the PMC will include but not limited to:

3.1 Helping Hand to State Governments

1. Scouting for potentials in various States/ UTs and convincing them to take assistance under SCDF.

This includes pitching for SCDF to State Governments, Disseminating information about guidelines, modalities. Identification of potential State, projects/areas/schemes aligning to SCDF.

The Consultant shall assist State government to identify potential projects that can be covered under SCDF. It shall involve identification of Greenfield and Brownfield projects and preliminary details about land availability, infrastructure components required and eligibility under relevant scheme. The consultant shall ensure developing logical result chain to establish the benefit to MSME as a result of project execution. The consultant shall assist State Governments to Map output and outcome of each project intervention along with overall MIS Tracker, mutually finalized with SIDBI.

The consultant would assist State Government to undertake a rapid study to validate and develop preliminary project reports containing profile of the projects with supporting data and details for each project . It can cover envisaged project cost, means of finance, value addition amenities, employment generation, backward - forward linkages, service, and institutional support (wherever applicable).

Team shall help State Government in plotting broad profiles of projects in excel sheet format. The consultant shall be responsible for maintaining regular interface with relevant stakeholders in the State / project execution agency.

The agency shall be responsible for scouting of SCDF proposals in identified states as mentioned in Table 1 below

2. Liasoning between Different State Departments

Helping to resolve issues emanating from different state government or Implementing agencies in regard to avallment under SCDF, approvals related to project implementation etc.

4. Project implementation, monitoring and Support on resolving roadblocks /issues in consultation with Stake Holders for availment under SCDF.
5. Liasoning with technical or other consultants outsourced or empaneled by SIDBI

3.2 Helping Hand to SIDBI

1. Create awareness and information dissemination about SCDF: On advice of SIDBI, the consultant shall conduct the webinar / seminar, organise events (cost to be borne by SIDBI) for the relevant stakeholders (State Government officials) to create awareness and understanding about SCDF.
2. Preliminary assessment of applications for In Principle Commitment: The Consultant shall carry out preliminary assessment of application / project and shall prepare the priority matrix for each project. The consultant shall facilitate the consent of concerned State government on the priority matrix and SIDBI shall give it go ahead for in-principle coverage.
3. Assist SIDBI in preparation of Draft Appraisal Note for Financial approval: Place professionals with its loan processing cells and or identified teams . It shall facilitate preparation of draft for appraisal, mapping information furnished in application forms, DPRs etc. both for SCDF and MSEC DP or any other hard infra aligned cluster scheme. It shall assist in pre and post sanction visits including assisting respective Regional/branch office in disbursement or any aligned activity. Also, it shall assist in follow up for additional information if required with State Governments.
4. Assist for release of disbursements under SCDF: The Consultant shall facilitate and assist SIDBI for completion of all necessary documentation to facilitate timely release of funds sanctioned under SCDF.
5. Assist in Convergence, implementation support and monitoring
 - i. Convergence: the consultant shall help align SIDBI SCDF to other Central and State Government schemes. The consultant shall also assist the beneficiaries / State Government through SIDBI for dovetailing of support schemes of the Government /Ministries/Agencies.
 - ii. Development of Dashboard (MIS to be integrated over SIDBI systems) – the consultant shall develop the MIS tool (preferably over excel in formats compatible for upload over web dashboard) to monitor the real time progress of projects considered for support by the states. The nodal points shall be responsible for feeding the data on periodic basis. The SIDBI and nominated partners shall have complete rights to view the progress. Web Integration shall be responsibility of SIDBI.
 - iii. Project Monitoring Support: The Consultant shall prepare a M&E framework and shall provide all necessary support during the implementation of the project post approval in terms of submission of periodical progress reports of respective projects as per the format prescribed under respective Scheme Guidelines. The physical and financial progress inputs for progress report shall be provided by Applicant on SIDBI approved template. The consultant may be required to carry out field visits on need basis to monitor the on-ground

performance / progress (payments shall be on actuals as approved by SIDBI for such visits).

iv.

- iv. Reporting and coordination: The consultant shall be responsible for collection of relevant data, reporting in desired format and analytics for informed decision making. The consultant as and when required shall join meeting between State officials and SIDBI during the project implementation process and address all the enquiries by them and provide clarifications as sought.
- v. SCDF intends to provide developmental support i.e. credit plus . Consultant shall structure in consultation with SIDBI and or state government a developmental growth plan for the adopted/supported cluster. This shall be validate with cluster stakeholders and action plan shared with state government.

6. Team Placement by Consultant

Delhi HQ Team	Theme Professionals	Two	
	MIS and M&E Expert	One	
Regional Office team	Team to be placed at following locations		Resource at New Delhi, Chennai, Lucknow to be placed immediately and balance to be positioned within a month of notice.
	Location	Catering to States	
	Ahmedabad	Rajasthan, Gujarat, Daman & Diu	
	New Delhi	J&K and Ladakh, Delhi, Haryana, Punjab, Uttarakhand, Himachal Pradesh	
	Chennai	Karnataka, Tamil Nadu, Kerala, Puducherry, Lakshadweep	
	Hyderabad	Odisha, Jharkhand, Chhattisgarh, Andhra Pradesh, Telangana, Andaman Nicobar,	
	Lucknow *	Uttar Pradesh, Bihar, Madhya Pradesh, West Bengal, Assam, Sikkim, Arunachal Pradesh, Nagaland, Manipur, Meghalaya, Tripura	
	Mumbai	Maharashtra, Dadar and Nagar Haveli, Goa	
	Guwahati	Supporting NER states and reporting to Lucknow	

- i. The consultant shall place suitable team (in consultation and to the satisfaction of SIDBI) at desired locations and ensure its continuation during the period of two years. The team shall work in close liasoning with SIDBI and other relevant stakeholders for successful execution of the projects to be covered under SCDF.
- ii. The team shall, inter alia, perform consultative as well as and reporting/monitoring functions. While the Scope of Work has been defined under various heads, the team is expected to operate such that diverse set of activities are handled in a cohesive manner to meet the desired mandate and the overall objective of facilitation of SCDF.

Table 1 *The Location for various areas of engagements as defined at A.1 and A.2 below*

Particulars	SIDBI PMU States (present and Proposed)	Priority Sector Lending Shortfall districts as % of total districts in state and Difficult terrain states/UTs	Other States and UTs
A1. Helping Hand to State Governments			
	<ol style="list-style-type: none"> 1. Assam 2. Andhra Pradesh 3. Rajasthan 4. Gujarat 5. Karnataka 6. Haryana 7. Maharashtra 8. Delhi 9. Uttar Pradesh 10. Uttarakhand 11. Tamil Nadu <p>Proposed</p> <ol style="list-style-type: none"> 12. Telangana 13. Jammu & Kashmir and Ladakh 14. Madhya Pradesh 15. Jharkhand 16. Punjab 	<ol style="list-style-type: none"> 1. Jharkhand 2. Tripura 3. Chhattisgarh 4. Nagaland 5. Bihar 6. Arunachal P, 7. Meghalaya 8. Manipur 9. Mizoram 10. Assam 11. Sikkim 12. Himachal Pradesh 13. Jammu & Kashmir and Ladakh 	<ol style="list-style-type: none"> 1. Dadar and Nagar Haveli 2. Daman and Diu 3. West Bengal 4. Puducherry 5. Kerala 6. Andaman and Nicobar 7. Lakshadweep 8. Goa

Scouting for potentials in various States/UTs and convincing them to take assistance under SCDF	NA	Yes (excluding Assam , Jharkhand and J&K and Ladakh)	Yes
<u>Liasoning between Different State Departments</u>	NA	Yes	Yes
Stake Holders support for availment under SCDF	NA	Yes	Yes
A2. Helping Hand to SIDBI			
Create awareness and dissemination about SCDF	NA	Yes (excluding Assam , Jharkhand and J&K and Ladakh)	Yes
Preliminary assessment of application for In principle Commitment	NA	Yes (excluding Assam , Jharkhand and J&K and Ladakh)	Yes
Assist SIDBI in preparation of Draft Appraisal Note for Financial approval	Yes	Yes	Yes
Assist SIDBI in Convergence, implementation support and monitoring	Yes	Yes	Yes

Resource Professionals to be deployed by the Bidder on full time basis

1. Particulars of resources to be deployed by the consultant at bank location (SIDBI Head office / Regional office) in the specified States / UTs are given below:

Sl. No.	Role / No. of Resources	Profile
a.	<p>Team Leader cum Theme Professional -MSME cluster Infra (to be stationed at Delhi and travel to States on need basis)</p> <p>Role: To handhold, mentor, guide the implementing agencies, cluster projects from Infrastructure side. supervise/guide the outsourced or empaneled consultants</p>	<ul style="list-style-type: none"> • B. Tech / B.E. in civil/mechanical/production/architecture or aligned streams. • Should have minimum 10 years' experience of working in Industrial Hard Infrastructure (setting up/ upgradation) projects preferably in MSME clusters • Out of the total 10 years' experience, implemented/supervised atleast 10 projects (each of more than Rs 50.0 cr outlay) in last 5 years. <p>Should have excellent project leadership and team building capabilities, solution design and milestone-based project management skills Preferable: -</p>
B.	<p>Theme Professional - Participative ventures (to be stationed at Delhi and travel to States on need basis)</p> <p>Role</p> <ul style="list-style-type: none"> • Analysis and assist State and SIDBI of projects CFCs, PPP, Social Infrastructure, any other type of participative ventures eligible under SCDF and needing handholding/mentoring support • Supervise the performance of managers placed with SIDBI at regional level 	<ul style="list-style-type: none"> • Experience in the areas of MSME development initiatives, State level assessing/implementing Bank/Fin-products, cluster mapping /implementation and other specific areas relevant in terms of TOR will be preferred.
C.	<p>M&E manager (to be stationed at Delhi)</p> <p>Role</p> <ul style="list-style-type: none"> • Developing suitable framework for MIS and M&E • Ensure implementation 	<ul style="list-style-type: none"> • Graduate degree in Management/ Public Administration/ Rural Development / Economics / Statistics or any relevant stream. • At least five years of professional experience in the data analytics which include gathering of data, analysis etc • 3 years experience of developing M&E framework and overseeing its execution for similar/aligned developmental

Sl. No.	Role / No. of Resources	Profile
		<p>engagement project</p> <ul style="list-style-type: none"> • Strong analytical thinking, attention to detail, timeliness, and work ethic. • Preference <ul style="list-style-type: none"> • He/ She should have worked in the development sector and should have a relevant work experience in MSME domain. • Familiarity with working State Governments will be an added advantage.
E.	Business Analyst to be placed at Regional locations	<ul style="list-style-type: none"> • MBA / CA / ICWA / B.Tech. / (Civil / electronics and related domains)/ B.E or graduate / postgraduate/ in any related field. Preference would be for MBA cum BE/B.tech • Ability to carry out financial assessment of large infra projects / government scheme appraisals/ or PPP mode infra projects / or experience in execution of PPP mode infra project • Minimum 2 years of relevant work experience in project financial appraisals, Appraisal memorandum • Preference would be given to those having experience in development / preparation of DPR and having worked with state/centre hard infra projects

2. Terms and conditions for resources/executives

- a. The work shall be done on all working days (Monday to Saturday). Payment will be made on the basis of attendance of persons and pro-rata deduction shall be made [based on total number of working days in the month] in case of absence of any person on any day /part of the day during the month. The holiday list applicable at the place of deployment of PMU as per NI Act shall be followed. Declaration to this effect shall be submitted at the time of raising the bill to the Bank
- b. The working hours will be from 1000 hours to 1800 hours daily or the prevailing working hours at the place of deployment with 30 minutes lunch time break or as prevailing at the place of posting in SIDBI office.
- c. Any change in staff deployed by the Service Provider should require prior consent of SIDBI in writing.
- d. The personnel deployed in by the agency should not have any adverse police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons provided for executing outsourced

services. The agency should obtain a Police Verification Report and keep it on record. The Police Verification Report should not be older than 1 year from the date of deployment in the PMU

- e. SIDBI reserves the right to reject any particular personnel employed by the agency without assigning any reason thereof. Such staff shall be replaced by the agency by a suitable substitute. The agency shall furnish a detailed list of employees finalized by SIDBI along with their addresses, photo identity proof to SIDBI within a period of thirty days after signing the contract with SIDBI.
- f. The number of resources may increase or decrease on requisition of SIDBI as the need arise on proportionate cost basis.
- g. Executives shall not divulge or disclose to any person any details of office operation process, technical know-how, administrative / organizational matters as all are confidential/ secret in nature.

7. Other Conditions

- I. The relationship between SIDBI and the contractor / bidder would be that of a Customer and a Service Provider respectively and none of the employees or agent of the contractor / bidder shall ever be deemed to have been the employee of SIDBI. The contractor / bidder shall explain the nature of this relationship to all his employees or agents before deploying them for services to be rendered to SIDBI. As a token of their agreement for such a relationship, a signed declaration from the employee/agent shall be obtained by the contractor/bidder and be produced as and when called upon to do so by SIDBI.
- II. All existing statutory regulations of both the State as well as the Central Government, as applicable, should be strictly adhered to by the Service Provider and all applicable statutory dues shall be paid by him in time on his own account. The evidence of compliance to this effect shall be submitted to SIDBI by the contractor / bidder quarterly /annually as applicable.
- III. SIDBI will, in no way be responsible for or associate itself with payment of any statutory liabilities or the salary paid or payable to the executive deployed by the contractor/bidder. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
- IV. The service provider is responsible for payment of monthly salary including leave salary, bonus, gratuity as applicable etc. to the personnel as applicable to them under law. The Service provider should ensure that salaries are paid in time every month.
- V. The bidder shall be duty bound to replace any staff/ executive / personnel whose services are not found satisfactory by SIDBI or remains absent for continuous 7 working days. The bidder / agency /contractor should provide a comparable /suitable substitute within 30 days, failing which the payment will be deducted accordingly.
- VI. The bidder will be bound by the details furnished by him to SIDBI while submitting the tender or at subsequent stage. In case, any of such

documents furnished by him is found to be false at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.

- VII. The bidder shall indemnify and keep SIDBI indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
- VIII. The bidder shall be duty bound to immediately replace any staff whose services are not found satisfactory by SIDBI / the resource person left the job, the replacement should be placed within 30 days. In case any executive / personnel is absent, the contractor should provide an immediate substitute within 3 days, failing which the payment will be deducted accordingly.
- IX. Notwithstanding anything contained herein, SIDBI reserves the right to terminate the services of the Contracting Agency/Service Provider at any time after giving a notice of three months. The letter communicating such termination of the contract shall be served on the contractor/bidder in person or by e-mail or by registered post at the address mentioned in the contract or at the last known address.
- X. The executive will be deployed by the Service Provider based on consultation and interview by the Services Provider as per the suitability to role, job description and profile of the executives. SIDBI reserves the right to be part of the selection process.
- XI. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, administrative / organizational matters as all are confidential/secret in nature.
- XII. The service provider's personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of SIDBI. The service provider shall be responsible for any act of indiscipline or otherwise on the part of persons deployed by him.
- XIII. The Service Provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, tobacco, gutka, smoking, loitering without work etc.
- XIV. The Minimum Wages paid to the service provider will be the amounts notified under Minimum Wages Act as per the respective State Governments/ UT Administration. Whenever the wages/statutory payments are enhanced or reduced by notification the service provider shall bring the same to the notice of SIDBI. If it is found that the service provider has paid wages to any worker lower than the minimum wages notified by the Competent Authority, then the contract is liable to be terminated.
- XV. The tenderer shall comply with all applicable laws, Ordinance, Rules & Regulations including the provisions of Contract Labour (Regulation &

Abolition) Act, 1970, EPF Act, 1953, ESI Act, 1948, Payment of Wages Act 1936 and Workmen's Compensation Act, 1923 and all other applicable labour laws in respect of this contract and shall bear at his own cost all charges and levies and deposits in connection therewith.

- XVI. The tenderer shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund & Misc. Provision Act, 1952 and ESI Act, 1948, as amended from time to time and Rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time and shall continue to have valid PF Account No. and ESI Registration Number till actual completion of the contract.
- XVII. The tenderer shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be deployed or engaged by him in connection with the aforementioned services to be rendered to SIDBI and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof. The insurance policy shall be kept alive till the officer-in-charge permits and agrees to it. The tenderer shall comply with all relevant labour laws as applicable or as may be mentioned during the contract period and shall indemnify SIDBI against all acts / omissions, fault, breaches and /or any claim or demand, loss, injury and expenses to which SIDBI may be party or involved as a result of tenderer's failure to comply with the obligations under the relevant act / law which the tenderer is bound to follow.
- XVIII. The service provider shall arrange for a substitute well in advance if there is any probability of a person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- XIX. SIDBI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- XX. The contractor/Service Provider shall indemnify and keep SIDBI indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party. If SIDBI suffers any loss or damage on account of negligence, default or theft or otherwise due to any act of omission/commission of the employee/agents of the service provider, then the service provider shall be liable to reimburse SIDBI for the same. The service provider shall keep the Bank fully indemnified against any such loss or damage. The amount of loss so quantified shall be adjusted against any bills pending for payment to the service provider. If the amount is more than the pending bill(s), it will be recovered from the Performance Security Deposit of the contractor / Service Provider.

- XXI. If any excess payment is made to the bidder / Service Provider by SIDBI or excess amount claimed by the bidder / Service Provider, the same will be recovered from Performance Security Deposit or from the running bills after serving the account bills / statement at the sole discretion of SIDBI.
- XXII. The agreement can be terminated by either party by giving three months' notice in advance. If the service provider fails to give three months' notice in writing for termination of the agreement then one month's wages, fees, etc. on proportionate basis and any other amounts due to the Service Provider shall be forfeited.
- XXIII. The service provider shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of SIDBI.
- XXIV. If any false / incorrect / wrong / inconsistent / suppressed / part information is noted and has been provided/not provided (as the case may be) by the service provider under this agreement or leading to this agreement, it shall render this agreement liable to be cancelled.
- XXV. Any change in the constitution or ownership of the Service Provider /contractor shall be notified forthwith by the service provider in writing to Small Industries Development Bank of India, New Delhi and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Service Provider in respect of this contract unless he/they agree to abide by all the instructions and terms and conditions of the contract.
- XXVI. Any change in staff deployed by the Service Provider should require prior consent of SIDBI in writing.
- XXVII. SIDBI reserves the right to reject any particular personnel employed by the contractor without assigning any reason thereof. Such staff shall be replaced by the Service Provider by a suitable substitute. The Service Provider shall furnish a detailed list of employees finalized by SIDBI along with their addresses, photo identity proof to SIDBI within a period of five days after signing the contract with SIDBI.
- XXVIII. In the event of instances of the gross misbehavior, theft, burglary, moral turpitude, misuse of the occupied area, breach of a contract, unsatisfactory services etc. by the service provider or by any staff/agent of the service provider, SIDBI may forthwith terminate this contract summarily.
- XXIX. All disputes arising out of this contract shall be subject to the jurisdiction of Courts at New Delhi.

The above-mentioned expectations are indicative in nature and shall be finalized by agency in consultation with SIDBI.

8. PROJECT LOCATION & TRAVEL:

- i. The resource personnel of PMC shall be based in the premises of SIDBI or respective State Government or at any place as decided by SIDBI.
- ii. Given the nature of the engagement, it may also become necessary for the team members to travel outside the base location. In such an event, the PMC team will be required to travel as per the requirements of the project with prior approval of SIDBI. Cost of accommodation and / or travel outside the base location / place of deployment of the PMC is not covered in the above stated contract value. Actual travelling Allowance / lodging Allowance shall be reimbursed to the agency for resources of PMC placed in state for period of travel outside the base location subject to maximum reimbursement as per details mentioned below. No reimbursement of any sort shall be made by SIDBI for base location / place of deployment of PMC.

Table 2

Resource person / executive	Maximum Lodging Allowance Per Diem (`)	Maximum Travel Allowance per month (`)
Theme professional	3000	30000
Business Analyst	2000	12000

1. Travel within city limits shall not be eligible for out-of-pocket claims
 2. Travel above 500 km / 14 hours Journey time by Train/ Non-Availability of Road/train/public transport shall only be permitted for Economy class air travel.

Prior approval to be taken if Taxi travel is envisaged

9. PAYMENT TERMS AND CONDITIONS

Bidder shall be paid as per the payment schedule and terms and conditions mentioned in this section.

- (a) The payment would be made on bi monthly basis, in arrears, based on the actual number of resources deployed during the period. The Bidder / Agency shall raise bi-monthly bills, in duplicate, along with attendance sheet of the personnel deployed, by the 3rd of the month succeeding the two months for which bill has been raised. The office / officer concerned will send the bills duly verified to:

Asst. General Manager
Cluster Development Vertical
Small Industries Development Bank of India
Atmaram House, 1 Tolstoy Marg
New Delhi

for payment or as may be advised by the Bank. The bi-monthly payment to the Service Provider shall also be subject to satisfactory performance and achievement of deliverables / milestones as also submission of requisite reports as may be specified by SIDBI.

- (b) Applicable service tax/ GST/ any other tax would be paid as per the prevalent rates on the date of invoicing.
- (c) The original bill/invoice for the services rendered must be furnished by bidder, as per the terms and conditions contained in this document. The bills submitted for payment should be accompanied by a declaration that all the statutory provisions are complied with. SIDBI reserves the right to call for documentary evidences thereof.
- (d) SIDBI shall consider and approve the invoices and the related deliverables/ milestone based on its approval process prior to release of payment.
- (e) The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by SIDBI. Any deviation from the proposed payment terms would not be accepted. SIDBI shall have the right to withhold any disputed payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of disputed payment shall not amount to a default on the part of SIDBI. The bill of material is divided in different areas and the payment would be linked to delivery and acceptance of each area.
- (f) Any objection / dispute to the amounts invoiced in the bill shall be raised by SIDBI within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), SIDBI will make payment within Fifteen (15) working days or a reasonable time as considered by SIDBI, after the settlement of such disputes.

SECTION 6: STANDARD FORM OF CONTRACT

Contract For

between

[Name of Bank]

and

[Name of Consultants]

Dated:

I. FORM OF CONTRACT

THIS CONTRACT ("Contract") is entered into this Day of (month), (Year), by and between Small Industries Development Bank of India (SIDBI), a corporation established under the Small Industries Development Bank of India Act 1989, having its head office at SIDBI Tower, 15, Ashok Marg, Lucknow – 226001 and an office at Atma Ram House, 10th Floor, 1 Tolstoy Road, New Delhi-110001, (hereinafter referred to as the "the Bank") which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

And

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

WHEREAS

- a) The Bank has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- b) The Consultants, having represented to the Bank that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix B: Resource Personnel, Resource Pool and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of Resource Personnel, resource pool

Appendix C: Contract Price Details

2. The mutual rights and obligations of the Bank and the Consultants shall be as set forth in the Contract; in particular:
 - a. The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - b. Bank will make payments to the Consultants in accordance with the provisions of the Contract.

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

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

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

Witness:

1. [Signature, name and address]
2. [Signature, name and address]

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- b. Contract means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- d. 'GC means these General Conditions of Contract;
- e. "Government" means Government of India;
- f. 'Local currency' means the Indian Rupees;
- g. "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 'Resource 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 Resource 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 Resource 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 Resource 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 remuneration of Resource Personnel deployed shall not as per the agreed price and shall be a fixed lump sum including all out of pocket charges for discharging duties at the respective locations as 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: Resource 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