

(निविदा सं: 314/2021/1580/HO1/DCV दिनांक अगस्त 29, 2020)
(RfP No: 314/2021/1580/HO1/DCV dated August 29, 2020)

Request for Proposal
Engagement of an agency for devising an intervention strategy in Aerospace & Defence (A &D) sector and deployment of Project Management Unit (PMU) for development of MSMEs

Minutes of Pre-bid meeting

Pre-bid meeting regarding the Request for Proposal (RfP) was held online through Microsoft teams on September 10, 2020. Four agencies i.e. E&Y, PwC, Deloitte and KPMG participated in the pre-bid meeting.

Based on discussions with the prospective bidders during the meeting and queries sent by the bidders, following clarifications, modification of existing clauses and insertion of additional clauses in RfP may please be noted for submission of bids.

Last date of submission of bids has been changed from September 21, 2020 to **September 30, 2020(14:00 hours)**.

Details of Annexures are mentioned as under:

SN	Details of Part / Annexure	Particulars
1	Part - I	Pre- Bid Clarifications on General and other clauses of the RfP
2	Part II	Pre- Bid Clarifications on legal clauses of the RfP
3	Annexure I	Important Information
4	Annexure II	RFP response documents

Pre-Bid Clarifications – Part I

1. Important Information, 5.1-The response to the RFP & 5.2 – RFP response documents:				
SN	Page No.	Clause in the RfP	Query	Response
7	3	Pre-Bid meeting: September 10, 2020, at 03:00 P.M. at SIDBI Tower, 15, Ashok Marg, Lucknow- 226001	<p>Given the current Covid19 situation and restrictions on travel, can the Pre-Bid meeting take place online through Microsoft Teams/ Cisco WebEx/ Skype etc. This will make it easier for all participants to attend.</p> <p>Please refer to tender for Request for Proposal [RfP] for Selection of Agency for undertaking Diagnostic studies-mapping financial & non-financial gaps for selected 30 MSME clusters dated 30th July released by SIDBI which indicates provisions for the same.</p>	Pre-Bid meeting was conducted online through Microsoft Teams on September 10, 2020.
10	3	Last date for submission of bids: September 21, 2020 at 3:00 p.m. @ SIDBI Tower, 15, Ashok Marg, Lucknow – 226001	<p>Query 1 Request you to please provide minimum 2 weeks' time from date of issue of clarifications on pre-bid and any corresponding corrigendum by SIDBI for submission of the bids.</p> <p>Query 2 Request the Bank to provide 3 weeks post query clarification response from Bank for submitting the bid.</p>	Last date of submission of bids is extended from September 21, 2020 to September 30, 2020 (14:00 hours). Please see revised timelines as per Annexure I.
11	3	Address for Bid Submission: The General Manager, Small Industries Development Bank of India, 3rd Floor, Direct Credit Vertical SIDBI Tower, 15, Ashok Marg Lucknow, Uttar Pradesh – 226001 Section 5: Submission of bids on Page 19	Given the current situation of pandemic in Mumbai, Physical sending document as well making photocopy of the documents would be difficult. Please help us understand whether online submission of the documents would be allowed?	Submission of E-bids is allowed. Modalities for submission of E-bids is attached as Annexure II.
5.1	19	Clause – 5.1 The Response to the RfP All the three parts should be submitted at the same time, but in separately sealed envelopes giving full particulars in the	Given the current Covid19 situation and restrictions on travel, request you to please provide provision for online submission of e-bids.	

		manner specified in the points below. The envelopes should reach on or before the timeline mentioned in the Important Information for RFP given at beginning of this RFP.		
5.2 (vii)	20	Clause no. 5.2 - RFP response documents: The proposal should be prepared in English in MSWord / Excel/ PDF format. All correspondence will be in English. All forms may please be filled in Arial 12 Font in double spacing format. The Bid shall be typed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to bind the Bidder to the contract. The person or persons signing the Bids shall initial all pages of the Bids. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids. The Bank reserves the right to reject the Bids not conforming to the above	Request the Bank to allow online submissions.	

2. Terms of Reference				
SN	Page No.	Clause in the RfP document	Query	Response
1.17	7	Sub-contracting: The Bank expects a single Bidder having in-house capabilities to deliver the scope as per the Terms of Reference. The agency shall not outsource / sub-contract any part of this contract/assignment.	Query 1 Given the specific nature of scope of work that includes on-field audit, option for sub-contracting should be made available for the consultant. However complete liability of work of the consultant shall still be with the selected consultant.	Revised clause for sub-contracting is as under: The service provider may outsource / sub-contract some of the non-core activities. The service provider may please note that consulting assignment is the responsibility of the service providers and services expected are of the highest order. The service provider should disclose the names of sub-contractors, if any in the submitted bid response. The service provider

			<p>Query 2 We hope this does not include partnering with our empanelled vendors, to provide specialised services, if required. Request Bank's confirmation.</p>	<p>shall be solely responsible to SIDBI for all deliverables under the assignment including the outsourced / sub-contracted activities, if any and should be able to give support to the Bank 24X7. Any subsequent changes / additions / replacements of sub-contractors would require prior written consent from SIDBI.</p>
1.18	7	<p>Application Money: The Bidder shall submit Application Money of INR 10,000 (Rupees Ten thousand only) by way of Demand Draft issued in favor of Small Industries Development Bank of India, payable at Lucknow, which is non-refundable.</p>	<p>Query 1 Request you to please provide provision for online transfer of application money & bid earnest money to SIDBI.</p> <p>Please refer to tender for Request for Proposal [RfP] for Selection of Agency for undertaking Diagnostic studies-mapping financial & non-financial gaps for selected 30 MSME clusters dated 30th July released by SIDBI which indicates the same provisions.</p> <p>Query 2 On page 4, it is mentioned that the Application money & EMD can be paid online, clarification required whether DD is mandatory.</p>	<p>Revised clause is as under: 1.18-Application Money: The Bidder shall submit Application Money of INR 11,800 (Rupees Eleven thousand eight hundred only) either through demand draft issued in favour of Small Industries Development Bank of India or online through RTGS/NEFT into bank account of Small Industries Development Bank of India. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with the bid documents. 1.19- Bid Earnest Money: The bidder shall submit Earnest Money Deposit (EMD) by way of Demand Draft or Bank Guarantee of INR 2,15,000/- (Rupees Two Lakh Fifteen Thousand Only) or online through RTGS/NEFT into bank account of Small Industries Development Bank of India along with the bid documents.</p> <p>✓ Considering the lockdown situation due to COVID-19 pandemic, the bidder can make the payment towards EMD & Tender Fee through Online Mode in the account of SIDBI (through RTGS / NEFT) mentioned under "Note to Critical Information" on page no. 4 of this RFP document.</p> <p>✓ Upon making necessary payment, the bidder is required to submit the proof of the payment towards Tender Fee & EMD (Receipt Generated</p>
1.19	7	<p>Bid Earnest Money: The bidder shall submit Earnest Money Deposit (EMD) by way of Demand Draft or Bank Guarantee of INR 2,15,000/- (Rupees Two Lakh Fifteen Thousand Only) issued by any Scheduled Commercial bank in India, in favour of Small Industries Development Bank of India, payable at Lucknow along with the bid documents.</p>		

				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.
3. Section 3.3.1 - Scope of Work				
SN	Page No	Clause in the RfP	Query	Response
3.3.1 Part A S.No . b	12	Identify DPSUs, OFBs, OEMs, foreign companies engaged in A & D, etc., who either are mandated to increase sourcing from MSMEs or have offset obligations related to contracts signed with Gol. Thereafter, figure out the following: <ul style="list-style-type: none"> ✓ List of defence items / products to be procured by DPSUs, OFBs, OEMs & foreign companies wherein either the product or parts of the product can be manufactured by MSMEs 	Query 1 There is limited information available through secondary research for the defence sector given its strategic importance. Does SIDBI have (or plans to have) any understanding/ formal arrangement with the Department of Defence Production, Ministry of Defence to facilitate access to the DPSUs and OFBs for the execution of this engagement including facilitating partnership with the DPSUs and OFBs for inclusion of registered MSMEs in their value chain ? This is critical to the success of the project since Department of Defence Production has a strategic control over the defence value chain in the country.	It is expected that the agency shall have necessary contact / connection with DPSUs, OFBs, foreign companies engaged in A & D, etc., Accordingly, these works shall be sole responsibility of the agency. However, SIDBI shall issue 'Authorisation Letter' in favour of the agency addressed to such organisations (i.e. DPSUs, OFBs and OEMs) requesting them to have necessary interaction in context to the assignment / contract being embarked by SIDBI for Aerospace & Defence Sector.
			<ul style="list-style-type: none"> ✓ Skill set, experience, infrastructure requirement in MSMEs, other capabilities, etc. required to manufacture the 	Query 2- on the section containing SoW and Key Deliverables on Page 12 As per the scope of work, it is expected to figure out infrastructure requirement in MSME, other capabilities etc. which requires the Bidder to appoint a technical

		desired products of market standard & quality	expert in A&D sector for expert opinion in preparation of the Report. However, the bidder will be responsible for the final deliverables. whether such arrangement amount to outsource or subcontract which is not allowed under clause 1.17 of RFP.	SIDBI for all deliverables under the assignment / contract.
Part (A).c & Part (B). a	12	Part (A) c. Design roadmap and plan series of outreach programs in (a) Industrial & MSME clusters and (b) Banker's forum, for creating awareness on opportunities available in A & D sector, defence indigenization programme, policies & announcements by Govt., upcoming two defence corridors (one in UP and other at Tamilnadu) & aerospace park at Hyderabad.	Query 1 Given the current Covid-19 situation and restrictions on travel by various state governments: a) Can the seminars/programs be conducted online through webinars only? b) In case physical presence is required what support, will be provided by SIDBI for the travel of the team to the various locations?	Govt of India has removed all restrictions on travel and unlocking of the economy has already began. However, considering localised restriction / ban on travel, response on the queries is as under: a) Conduct of seminars/programs online through webinars is permitted under Scope of Work. However, out of 25 outreach programs, at least 10 programs shall have physical presence of MSMEs and the agency. Any approval from local authorities / State Govt for conduct of such programs shall be sole responsibility of the agency. b) Travel of the team to any location for work under the assignment / contract shall be sole responsibility of the agency.
		Part (B) a. Carry out at least 25 programs / seminars / webinars in close co-ordination with local industry associations, govt bodies, State Level Banker's Committee (SLBCs) and local offices of SIDBI.	Query 2 a) Please clarify whether travel is expected to the upcoming two defence corridors (one in UP and other at Tamilnadu) and/or aerospace park at Hyderabad. b) Please clarify how many outreach programs are proposed and in which	a) Yes.

			all locations - also please clarify whether virtual meeting would be permitted for the same.	b) Location of outreach programs shall be Pan India and the agency shall submit a list of such locations based on their understanding about presence of MSMEs or potential clusters / industrial centers, which shall be finalised by SIDBI. About virtual meeting / webinars, the aforementioned clause may please be seen.
Part (A).d	12	<p>✓ Design an interactive portal dedicated to MSMEs in A & D sector.</p> <ul style="list-style-type: none"> • Provision for online certification for MSMEs to showcase their preparedness for A & D sector • tools / evaluation matrix for assessment and matching of skills & capabilities of MSMEs to requirement of DPSUs / OFBs / OEMs, foreign companies and identifying need for training • provision to opt for handholding support 	<p>Query 1 a):</p> <p>a) Is there any independent certification system that SIDBI wants to launch for the MSMEs in the Aerospace and Defence space? Are there any other stakeholders who will also be party to the certification?</p> <p>b) Is this portal envisioned to function as a B2B marketplace? Are features for lead generation, order placement or e-commerce transaction also expected to take place through the portal?</p>	<p>a) No. However, the portal shall have online features to certify preparedness index / quotient of MSMEs to address / cater to market / sectoral demand.</p> <p>b) No.</p>
			<p>Query 1 b)</p> <p>We request the authority to kindly clarify the following queries pertaining to the portal:</p> <p>a) Is there a preferred type solution or technology for portal envisaged by SIDBI? Further, we would recommend that SIDBI considers open source solution stack.</p> <p>b) Is there are any Integrations expected with other existing applications?</p> <p>c) What would be the total number of stakeholders for the web portal envisaged? Request SIDBI to confirm</p>	<p>a) Open source solution stack is recommended. The URL will be specified by SIDBI and owned by SIDBI. Further, the website, all the source code and its improvements would be property of SIDBI.</p> <p>b) Yes, integrations through APIs with online application portal of SIDBI and Udyami Mitra Portal shall be required.</p> <p>c) Expected concurrency is 100 and other non-functional requirements would be of around 20 static pages.</p>

			<p>the concurrency and other non-functional requirements for the web portal.</p> <p>d) Will the metadata required for web portal would be provisioned by SIDBI?</p> <p>e) Does the mandate require VAPT and 3rd party security audits to be conducted for the web portal developed?</p> <p>f) We assume that the development and test environment for the web portal would be provisioned by client, request SIDBI to confirm the same.</p> <p>g) After Go-Live, would the services of IT team be required by SIDBI?</p> <p>h) Will the hosting environment for the portal be on-Premise or cloud?</p> <p>i) In case there is no provision of hosting environment, would SIDBI allow for subcontracting a government empaneled Cloud Service Provider (CSP)?</p>	<p>d) No. However, the web pages (including design, content, etc.) shall be approved by SIDBI.</p> <p>e) SIDBI shall arrange for conduct of VAPT and 3rd party security audits for the web portal developed.</p> <p>f) The agency shall have provision for development environment and development of the portal may be done offsite. Testing environment shall be provided by SIDBI.</p> <p>g) Yes, after Go-Live, services of IT team may be required for tenure of the assignment. Post tenure of the assignment, the agency shall handover all the artefacts (like source codes, documentation, etc) and arrange to hand over the same to SIDBI of any other third party chosen / identified / shortlisted by SIDBI so as to ensure smooth transition management. Further, the agency shall also share all the artefacts at the time of launch of the portal.</p> <p>h) Hosting of the portal shall be on-premise.</p> <p>i) Not applicable as hosting of the portal shall be on-premise.</p>
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			<p>j) Whether there is requirement of - a. DC and DR b. Cloud SLA and RTO/RPO c. Min backup etc.</p> <p>k) Whether SLA management for hardware & infrastructure services are expected as part of the assignment?</p> <p>l) Will SIDBI provide the network and bandwidth connectivity for the project?</p>	<p>j) DC & DR shall be available on-premise. RTO/RPO would generally be 4 hours / 15 minutes.</p> <p>k) No. In case, there is a bottleneck related to hardware & infrastructure, the agency shall arrange for service provider / consultant to help troubleshoot and short out the issue.</p> <p>l) SIDBI shall provide network and bandwidth connectivity for testing and production environment of the web portal.</p>
			<p>Query 2 Request the Bank to clarify:</p> <p>a) Will this portal be within SIDBI's existing web portal or is it expected that a new portal will be developed?</p> <p>b) Will the PMU consultant be expected to provide IT services to develop & support the portal as well, or will the IT / Technology work will be carried out by existing web developers of SIDBI?</p> <p>Regarding Tools / Evaluation matrix:</p> <p>c) Whether the PMU Consultant is expected to develop a scoring mechanism for MSME's capabilities to address demand for customers?</p> <p>d) If the Consultant has to develop a certification mechanism on behalf of SIDBI:</p> <ol style="list-style-type: none"> 1. what will be the utility of this certification to MSMEs? 	<p>a) Yes, it would be a new portal but could be hosted as micro-site within SIDBI's website with a suitable URL as decided by SIDBI.</p> <p>b) The agency / PMU shall have end to end responsibility of development of the web portal and maintenance & up-keep of the same during tenure of the assignment.</p> <p>c) Yes.</p> <p>d) Yes, portal shall have online features to certify preparedness index / quotient of MSMEs to address / cater to market / sectoral demand.</p> <ol style="list-style-type: none"> 1. To assess preparedness quotient / index of the MSMEs

			<p>2. Will this be accepted by SIDBI for easy loan considerations? 3. Will this be positioned with customers as a "certificate of credibility" by SIDBI?</p> <p>Provision to opt for handholding e) Will the support be a portal functionality or includes handholding support to MSMEs as well?</p>	<p>2. This would be considered as an input while assessing viability of the unit. 3. No. However, this shall be given due weightage during internal assessment by SIDBI for consideration of financial assistance.</p> <p>e) Yes, the support would be a portal functionality and it also includes handholding support to MSMEs as well.</p>
			<p>Query 4 Clarity is sought on the extent of the activities required in the design of the portal. While we agree to end-to-end development of the portal, we request that the security testing and other activities pertaining to on-going maintenance and upkeep of the portal be taken out from the scope of work.</p>	<p>Security testing / audit and VAPT shall be conducted by SIDBI before launch of the web portal. On-going maintenance and upkeep of the portal shall be responsibility of the agency during tenure of the assignment.</p>
			<p>Query 5 on Study of A & D Sector a) It is understood that the study conducted under this clause is to be made part of the online interactive portal for MSME and no separate report is expected on the study conducted under this clause. b) Role to be limited to giving design specifications, with no role envisaged for procurement of vendor for implementation or actual implementation of the same. Please clarify the understanding. Further, would project management role be</p>	<p>a) All the activities / actions under SoW needs to be documented and collaborated with proper report to be submitted to SIDBI. b) End to end development of the portal and maintenance / upkeep of the portal during tenure of the assignment shall be responsibility of the agency.</p>

			expected for ensuring launch of portal as per the design document?	
Part (B). c & d	12	<p>c. Complete online testing and assessment of skills, capabilities & preparedness quotient of registered MSMEs. Thereafter, conduct on-field walkthrough audit of registered and capable MSMEs.</p> <p>d. Do effective handholding of the MSMEs wherever there is a requirement (including guiding on statutory registrations, guiding on preparing viable reports, guiding on assessment of financial requirement / investment in capex, marketing supporting including exports, etc.).</p>	<p>Query 1</p> <p>a) What is the total number of MSMEs for which online testing and assessment is expected?</p> <p>b) What is the total number of MSMEs for which on-field walkthrough audit is expected?</p> <p>c) What is the scope of on-field walk-through audit –skills, product, process, energy, financial?</p> <p>d) Please confirm the level of the walk-through audit – visual investigation or compliance level or performance level?</p> <p>e) Given that the MSMEs are spread across India, and given the current travel restrictions due to Covid-19, does SIDBI have a point of view on how on-field audits be conducted in the present situation?</p> <p>f) Would only those MSMEs which complete the two steps mentioned above be counted as part of the database of at least 500 MSMEs in</p>	<p>a) The agency is free to decide threshold sample size, however, the sample size decided shall be in accordance to achieve stipulated deliverable of having database of 500 viable & bankable MSMEs.</p> <p>b) Same as above.</p> <p>c) Scope of on-field walkthrough would be to have generalized & fair assessment based on macro parameters to establish readiness and compatibility of the unit to meet market demands. This may include assessment of skills, capabilities, infrastructure (including product development and testing facilities), etc.</p> <p>d) As mentioned at c) above.</p> <p>e) MSMEs need to be visited for carrying out on-field walk through audit. Travel restrictions have been removed by GoI. The agency shall arrange for permission from local authorities or State Govt for any localised lockdown / restriction.</p> <p>f) Yes</p>

			A&D sector which are capable, viable and bankable as stated under Section 3.3.2 – Key Deliverables/ Expected Outcomes, S.No. d.?	
			<p>Query 2 Please clarify on the role expected for Audit of registered and capable MSMEs. Can we look at empanelling experts for this purpose given limited in-house capability for conducting technical due diligence. Further, managing the same with a 5-member team would not be sufficient.</p>	Yes, the agency can empanel experts for audit & technical due diligence of registered and capable MSMEs. However, the agency shall be solely responsible for all the deliverables under the RfP. The agency shall have their own core team of 5 members as hiring services of sectoral & technical expert is permitted and shall not amount to sub-contracting.
			<p>Query 3 a) What is the total number of MSMEs to whom handholding support is required to be extended? b) Is the support expected in the form of one-on-one consultation (in-person or online) or in the form of response to queries or in the form of general FAQs on the portal?</p>	<p>a) Total number of MSMEs requiring handholding support would be based on threshold sample size, chosen by the agency to achieve stipulated deliverable of having database of 500 viable & bankable MSMEs. b) Handholding support may be provided via call, email, online face to face meeting and general FAQs. Videos for knowledge, guidance & support may also be developed.</p>
			<p>Query 4 The skill sets required for each of the tasks defined in the aforementioned scope of work is vastly different and we envisage that managing the same with a 5-member team would not be feasible and sufficient.</p>	The agency shall have their own core team of 5 members as hiring services of sectoral & technical expert is permitted. However, the agency shall be solely responsible for all the deliverables under the RfP.
Part B, Note	13	Threshold volume for SoW mentioned in Part (B) b, c, & d shall be substantial enough to ensure	Point 3.3.2 (d) mentions minimum threshold of 500 MSMEs. Request the Bank to clarify over what elapsed time is the activity expected to be completed?	Deliverables and payment terms are linked and mentioned in detail in the RfP. However, proportionate achievement of deliverables would mean corresponding payment terms.

		compliance in form of deliverable mentioned at clause no. 3.3.2 (d).	If the duration of PMU is ascertained to be 1 year, and less than 500 MSMEs come forth for registrations, then what is the expected recourse?	
Part (C). d	13	Create structural arrangements, tie-ups with OEMs, research organizations and development agencies active in the sector to create a close loop / all-inclusive approach & effective business sourcing channel.	As part of the engagement, other than OEMs, does SIDBI expect formal partnerships with research organizations and other development agencies as well?	Yes
Part (C) Note	13	Note: The activities / functions / tasks listed above are indicative in nature. Any additional / emerging requirements / activities / tasks would also have to be taken up as advised by SIDBI and necessary solutions be offered.	<p>Query 1 Request the Bank to share some examples for possible workstreams, beyond the ones mentioned, that may emerge as additional ask? Also, request the Bank to define a cap on the additional tasks to be completed.</p> <p>Query 2 The clause is non- exhaustive. Request you to detail out the additional / emerging requirements / activities / task and where the scope of work cannot be detailed out at this stage , we understand that the additional scope of work will be backed by commensurate fees to be agreed at later stage. Request your confirmation on the understanding.</p>	SoW, Key Deliverables and Milestones has been defined in the RfP. Any additional / emerging requirement is expected to be of minor in nature and magnitude. Considering tenure of the assignment, the agency is expected to accommodate and make good for such additional / emergent requirement during tenure of the assignment without any additional costs.
4. Section - 3.3.2 Key Deliverables / Expected output				

SN	Page no	Clause in the RfP	Query	Response
a	13	Set-up a PMU at Head Office of SIDBI at Lucknow for co-ordination with all agencies.	<p>Query 1 We recommend that a core group be based out of Lucknow for central coordination and other team members be allowed to work from other locations, to enable coordination with agencies across cities.</p> <p>Query 2 Please confirm the understanding that PMU would comprise resources both at Lucknow and Delhi, and not entirely in Lucknow.</p>	PMU shall be based in Lucknow and shall have at least one member for central co-ordination. The team shall be required to travel across existing network of DPSUs, OFBs, OEMs and MSME clusters as part of the assignment. Based on specific requirement of the project and as mutually decided by SIDBI and the agency from time to time, members of the core team for the project may have to work from offices of SIDBI at New Delhi / Gurugram for time periods as may be mutually decided.
b		Launch interactive portal encompassing the requisite features.	Please clarify on the specific expectation from the deliverable mentioned above at SN b.	The web portal along with all requisite features as envisaged in Part (A) SN.d of SoW has to be developed and launched.
c		Successfully complete all the outreach programs within the timelines.	Please clarify on the costing for these programs. What is the expectation on this especially considering the Covid situation? Please define the specific deliverables expected in this and additionally please clarify on how this will be costed as the costing will be specific to the requirement and deliverable.	Costing for these programs is to be assessed by the agency based on detailed SoW, Key deliverable / expected output mentioned in the RfP and clarifications provided herein. The Financial bid to be submitted by the bidder, shall contain the financial quote covering total price (inclusive of professional fees, cost of undertaking the assignment, travelling allowance, halting allowance, out of pocket expenses and all other expenses).

d		<p>Complete registration on the portal, carry-out online testing & competency mapping of interest MSMEs. Conduct on-field walkthrough audit and effective handholding of MSMEs to create a database of at least 500 MSMEs in A&D sector which are capable, viable and bankable. Out of these 500 MSMEs, atleast 50% should preferably be new to A&D sector.</p>	<p>a) Please clarify on the costing for the application/application development? Also, please specify what is expected in the application - off the shelf / bespoke?</p> <p>b) Request the Bank to clarify whether consultant is expected to deliver these results or enable the client to achieve these targets?</p> <p>c) Please note that output of creating 50% new MSMEs is something which the consultant can't be responsible solely. Please clarify on the expectation.</p>	<p>a) Costing for these programs is to be assessed by the agency based on detailed SoW, Key deliverable / expected output mentioned in the RfP and clarifications provided herein. The Financial bid to be submitted by the bidder, shall contain the financial quote covering total price (inclusive of professional fees, cost of undertaking the assignment, travelling allowance, halting allowance, out of pocket expenses and all other expenses).</p> <p>b) Yes, the agency is expected to deliver these results.</p> <p>c) The clause states that out of 500 MSMEs, 50% shall preferably be 'New to A&D sector'.</p>
f		<p>Submit new innovative & competitive financial models and its product framework broadly covering delivery model (including eligibility norms, pricing, risk identification and containment strategy, assessment method, appraisal formats), pricing, envisaged risks and mitigants.</p>	<p>a) Please clarify on the specific expectation from the deliverable.</p> <p>b) Request the Bank to confirm the count of models / products that the PMU Consultant is expected to develop.</p>	<p>The agency is expected to develop product framework for assisting MSMEs in A&D sector and the framework needs to have features as mentioned in the clause.</p>
h		<p>Facilitate partnership with at least 3-5 OEMs likely to execute offset contracts as per agreements with Gol and develop a</p>	<p>a) Please clarify the specific expectation on this deliverable to gain further clarity. The partnership will develop</p>	<p>The agency is expected to facilitate partnership between SIDBI and OEMs as business referral MoU with</p>

		proper dispensation & delivery mode for the same. Outlook for formulating such partnerships may include bankability of proposals, assessment framework of proposals, additional risk mitigants available from aggregators and estimated volume of financing under the partnership, etc.	only if there is technical and financial capability with the MSME, please confirm understanding?	financial / non-financial support coming from OEMs.
i	14	Facilitate building of portfolio / loan book of SIDBI under A & D sector up to total sanction of ₹100 crore during tenure of the assignment.	<p>a) We request clarification on whether consultant is expected to deliver these results or enable the client to achieve these targets</p> <p>b) We also acknowledge that SIDBI expects loan sanction to be "up to" INR 100 Cr within the tenure of the engagement, and the same will be done by the PMU Consultant on best effort basis?</p> <p>c) Please note output of sanction of INR 100 Cr is something which the consultant can't be responsible for. Please clarify on the expectation.</p>	The agency / consultant is expected to facilitate i.e. generate hard pipeline for sanction of loans upto ₹100 crore to various MSMEs in A&D sector and the same shall be measured based on in-principle approval of loans given by SIDBI.

5. Section 3.4 Project Management & Governance Structure

SN	Page No	Clause in the RfP	Query	Response
1	14	Ideally, a team of minimum 5 members is required for the assignment. Composition of team would include analyst, consultant, senior consultant, Manager / Director and Partner.	a) Is the understanding correct that other than one analyst, no other resource is required for permanent deployment at the client site?	a) PMU shall be based in Lucknow and shall have at least one member for central co-ordination. The team shall be required to travel across existing network of DPSUs, OFBs, OEMs and MSME clusters as part of the assignment. Based on specific requirement of
2		Analyst level resource should have work experience of minimum 5 years and be available to work directly with the top management at SIDBI.		

3		<p>PMU at Head Office of SIDBI at Lucknow shall have at least one person of analyst level, who shall also coordinate all the functions, resolve queries of MSMEs regarding registration on the portal or any other matter related to A&D sector and report progress of the assignment to SIDBI.</p>		<p>the project and as mutually decided by SIDBI and the agency from time to time, members of the core team for the project may have to work from offices of SIDBI at New Delhi / Gurugram for time periods as may be mutually decided.</p>
4-8		<p>4. There will be one Project Lead responsible for delivery.</p> <p>5. The personnel deployed at all levels should include domain experts who could provide inputs from time to time. CV of the personnel would be cleared by SIDBI before deployment for suitability to assignment.</p> <p>6. The payment to the consultant will be made against key deliverables as mentioned in different sections of Terms of Reference.</p> <p>7. In accordance with the plan, the Consultant shall provide monthly reports on the progress made.</p> <p>8. The firm should be able to place team members in Lucknow / New Delhi and should be required to travel across existing network of DPSUs, OFBs, OEMs and MSME clusters as part of the assignment.</p>	<p>b) Given the scope of work envisaged includes handing of MSMEs and on-site walk-through audits of over 500 MSMEs, a large team will be required for the delivery of the assignment. At least 5 analysts, 3 consultants and 2 Senior Consultants would be required for the execution of the scope of work.</p> <p>c) Please note that Analyst with minimum 5 years would typically be Senior Consultant in consulting parlance. Trust the reference to designations like Analyst etc. are indicative and firms will be providing people based on years of experience sought and not basis the position nomenclatures defined.</p> <p>d) Please provide clarity on the teaming - full-time and part-time so that the bidders can quote on a like to like basis.</p>	<p>b) The agency shall have their own core team of 5 members as hiring services of sectoral & technical expert is permitted.</p> <p>c) Yes, reference to designations like Analyst etc. are indicative and firms will be providing people based on years of experience sought and not basis the position nomenclatures defined.</p> <p>d) The agency shall have their own core team of 5 members as hiring services of sectoral & technical expert is permitted. Further, the agency is expected to have their own assessment of full time and part time resources.</p>

			<p>e) Please clarify how are domain experts defined - clarify that any of the three will qualify: A&D sector expert, MSME Financing and MSME growth & development. Also, please provide clarification about meeting other requirements like procurement support, if applicable.</p> <p>f) Given the current situation of pandemic, how will this be executed ensuring safety and all precautions. Clarity would be required on the number of resources required to be based in Lucknow / Delhi as relocation of resources given the prevailing situation would be difficult. Further, this clarity will help in resource allocation based on functional and location specific requirements and also help in estimation of financial implications given the travel requirements envisaged.</p> <p>g) Further, we are assuming that all interactions in the current scenario would be facilitated through virtual meetings without need for physical interactions.</p>	<p>e) Domain experts refers to expertise in A&D sector.</p> <p>f) PMU shall be based in Lucknow and shall have at least one member for central co-ordination. The team shall be required to travel across existing network of DPSUs, OFBs, OEMs and MSME clusters as part of the assignment. Based on specific requirement of the project and as mutually decided by SIDBI and the agency from time to time, members of the core team for the project may have to work from offices of SIDBI at New Delhi / Gurugram for time periods as may be mutually decided.</p> <p>g) All interactions need not be virtual meetings. Physical interactions would be required based on requirement from time to time.</p>
			<p><u>Query in relation to clause no. 6.3 (A) Technical evaluation</u> Clarity is sought on the definition of "relevant experience" in terms of functional</p>	<p>Relevant experience in A&D sector is essential. However, as deemed fit, the agency may hire services of sectoral or technical expert to seek</p>

			<p>qualification of the desired resources and prior experience in A&D sector/ banking sector/ msme sector etc. E.g. Analysts and Consultants with prior experience of developing A&D strategies will be better equipped to guide and onboard MSME's towards relevant opportunities in line with the headline of the RFP viz. "... intervention strategy in Aerospace & Defence Sector..."</p>	<p>inputs / avail their services in relation to SoW and deliverables detailed in the RfP.</p>
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6. Section 4.1 – Eligibility Criteria, On page no. 15 to 17				
SN	Eligibility Criteria	Supporting document	Query raised	SIDBI's response
3	The Consultant should have minimum of 5 years of hands-on developmental, operational and research experience of international standard (international exposure in A & D sector would be preferred) in the aerospace & defence sector or have international affiliates having required exposure.	Copy of Certificate of Incorporation / Copy of Registration Certificates with the GSTN The aforementioned documents shall be required from the Bidder.	The proposed eligibility cannot be ascertained through Certificate of Incorporation or Registration Certificates. The same can be substantiated through self-certification with details of experience of the firm and its global affiliates. Please note that documentary proof in form of engagement letters/ completion certificates will not be possible given the high levels of confidentiality in the aerospace and defence sector.	Self-certification cum declaration signed by authorised signatory shall be submitted.
9	The Consultant should have implemented similar consultancy project with a Bank/FI/NBFC during last 3 years.	A self-certified letter along with supporting evidence thereof.	Many similar MSME development projects are implemented by the central and state governments as well. Therefore, similar experience with central or state government departments should also be included in the eligibility. In addition, the duration should be increased to 5 years.	Revised clause is as under: The Consultant should have implemented similar consultancy project with a Bank/FI/NBFC/State & Central Govt during last 5 years.
15	The Consultant should not have defaulted to any Bank within the jurisdiction of India	A self-certified letter to be submitted. Copy of CIBIL Report to be furnished.	Request to please consider self-certification as documentary evidence and provide exemption from submission of the CIBIL Certificate.	Accepted, the agency may submit self-certification signed by authorised signatory as documentary evidence.

7. Section 4.1 –Eligibility on page no. 17 & Annexure – II Format for relevant engagements

Completion Letter/ Reference Letter (Format given) from relevant Senior Executive of the client to be attached for each engagement reference mentioned. Wherever completion letter could not be furnished due to confidentiality reasons, engagement letters would be accepted as documentary proof subject to satisfaction of SIDBI.

Query 1:

- a) For work experience with banks/FIs/NBFCs, due to confidentiality reason, engagement letter or completion certificates may not be available for submission. In these cases, SIDBI is requested to accept self-certification from authorised signatory of the consultant as evidence proof.
- b) For most government projects, completion certificates are not available, therefore it is requested that engagement letters/ contracts along with self-certification from authorized signatory of the consultant be accepted as evidence proof.

Query 2

In the event of confidential engagements where providing a reference letter from the client may not be possible, it is proposed that a self-declaration from the authorised signatory may be permitted.

Response

Accepted, the agency may submit self-declaration form from their authorised signatory as evidence for previous engagement as documentary proof to satisfaction of SIDBI.

8. Section 6.3 (A), Technical Evaluation

SN	Page No	Clause in the RfP	Query	Response / clarification
1	23	The Consultant should have undertaken similar projects in the past for Indian Public-Sector Banks / Private Sector Banks / Foreign Banks/ Financial Institutions / NBFCs. Similar projects would mean: 1) Provided advisory services to Banks/FIs/NBFCs for initiating new line of business for upcoming sectors 2) Provided advisory services for credit delivery processes for the sector. 3) Any similar projects, as deemed fit by the Bank	Many similar MSME development projects are implemented by the central and state governments as well. Therefore, similar experience with central or state government departments should also be included under the criteria. To seek clarification on the point basis marks allocated.	Accepted, projects of State and Central Governments shall be allowed. No change.

5	24	<p>Relevant experiences of dedicated resources proposed to be carrying-out the assignment. Column 3</p> <p>Average experience of the Project Leader, Project Director and Project Manager proposed for undertaking the project: >= 10 years: 20 marks</p>	<p>1. The total marks indicated in column 4 is 10, whereas the text indicates total marks as 20, the ambiguity may be clarified.</p> <p>2. Average experience - Please clarify does it refer to professional experience and should it not be specific to each level rather than being on an average for the team. Further, there is a constraint on at least 5 years of experience for the Analyst resource so other resources would definitely be having more than 5 years of experience.</p>	<p>Revised clause is as under:</p> <p>Relevant experiences of dedicated resources proposed to be carrying-out the assignment.</p> <p>Average experience of the Project Leader, Project Director and Project Manager proposed for undertaking the project:</p> <ul style="list-style-type: none"> • >= 10 years: 10 marks • >=7 years and <10 years: 8 marks • >=5 years and <7 years: 7 marks • < 5 years: 5 marks
7	25	<p>Assessment to be based on quality of presentation and discussions there against being in concurrence with the achievement of purpose in line with terms of reference/ engagement as per RFP.</p>	<p>Clarity is sought on objective parameters on the basis of which the presentation is proposed to be assessed</p>	<p>Presentation shall be assessed on all the parameters forming part of Scope of Work, Key Deliverables and proposed timelines. Further, clarity on approach and methodologies to achieve objectives of the assignment along with exhaustive of the response shall also form part of the assessment.</p>
Note (b)	25	<p>Completion Letter / Reference Letter (Format given in Annexure III) from relevant Senior Executive of the client to be attached for each engagement reference mentioned.</p>	<p>a) For work experience with banks/FIs/NBFCs, due to confidentiality reason, engagement letter or completion certificates may not be available for submission. In these cases, SIDBI is requested to accept self-certification from authorized</p>	<p>Self-certification from authorized signatory of the consultant as evidence proof is permitted.</p>

			<p>signatory of the consultant as evidence proof.</p> <p>b) For most government projects, completion certificates are not available, therefore it is requested that engagement letters/contracts along with self-certification from authorized signatory of the consultant be accepted as evidence proof.</p> <p>c) It is requested that for on-going projects, engagement letters/contracts should be accepted as documentary proof.</p>	
9. Section 6.4 Final Selection of the eligible bidder on Page no. 26				
<p>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%.</p> <p>Query Request for 80:20 or 90:10 given the strategic nature of the engagement</p>			<p>No change.</p>	
10. Section 7 – General Terms and Conditions, Clause 7.18 on page no. 33				
<p>If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty.</p> <p>Query Kindly request to cap the penalty in this case to maximum 10% of contract value as in the case under liquidated damages.</p>			<p>No change.</p>	
11. Section 7.5, Point 8 on page no. 29				
<p>Launch interactive portal encompassing all requisite features as per SoW</p> <p>Query</p>			<p>The agency shall be responsible for end to end development of the portal along with maintenance and up-keep of the portal during tenure of the assignment.</p>	

<p>The timelines mentioned are understood to be for launch of the portal. Please confirm that SIDBI will invest in own resources / contract with 3rd party providers to run and support the portal on an on-going basis, to avoid external dependence post launch.</p>	
<p>12. Section 7.5, Point 9 on page no. 29</p>	
<p>Submit assessment and rating framework as per the deliverables Query - Since the timeline for this is upon 300 elapsed days, we understand that this framework will not be required to be deployed for the registered SMEs within the time frame of 12 months?</p>	<p>Yes, assessment and Rating framework would not be required for the registered SMEs within the time frame.</p>
<p>13. Section 7.9, Page no. 31</p>	
<p>Uncapped LDs / LDs capped at higher percentage: the LD will be 1% of the contract value per week of delay, subject to an overall cap of 10% of bid amount and thereafter, the contract may be cancelled after due notice of 30 days (with cure period of 30 days). Query- We request the Bank to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	<p>No change.</p>
<p>14. Section No. 7.28(a) Limitation of Liability on page no.41</p>	
<p>Save and except as provided in "Terms of Compensation" and "Termination" herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this RfP/ Agreement (with selected bidder). Query Please confirm that this is not applicable as there are no Terms of Compensation and Termination.</p>	<p>No change. Termination clause is well defined at SN 7.22 and terms of compensation are discussed at various places in the RfP.</p>
<p>15. Annexure VIII: Resources & Staffing schedule</p>	
<p>No. of staff deployed for full-time onsite Query It is proposed that two full-time resources be deployed on-site at Lucknow and one full-time resource be deployed on-site at Delhi supported by other off-site resources to realise the indicated scope of work.</p>	<p>PMU shall be based in Lucknow and shall have at least one member for central co-ordination. The team shall be required to travel across existing network of DPSUs, OFBs, OEMs and MSME clusters as part of the assignment. Based on specific requirement of the project and as mutually decided by SIDBI and the agency from time to time, members of the core team for the project may have to work from offices of SIDBI at New Delhi / Gurugram for time periods as may be mutually decided.</p>

Part-II – Pre-Bid Response Document

S.N	Part, Section	Page No.	Content of RFP requiring clarification	Clause in the RfP	Queries / Response of the bidder	Response
1	Section 7 – General Terms and Conditions , Clause 7.12 and 7.13	32	Compliance with all applicable laws and Compliance in obtaining approvals/ permissions/ licenses	The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.	<p>Query 1 Indemnity can only be accepted with respect to confidentiality breach/data breach or Intellectual Property Right infringements. Request you to please modify/delete these clauses accordingly.</p> <p>Query 2 There are penal provisions in the statute to cover these risks, hence we request the Bank to drop these indemnities. In the GST regime, this clause may not be feasible. We request you to kindly delete this clause.</p> <p>Alternatively, kindly limit liability under this clause to reimburse you any penalty / fine that may be imposed on you solely due to breach of GST laws on our part, subject to overall cap of one time the fees payable to us under this agreement.</p> <p>Query 3 Indemnification is not provided as per our policy. The portion of statement related to</p>	<p>Indemnity clauses are an integral part of any commercial arrangement which are incorporated to protect the party, which is not at fault, from the financial loss, it may suffer because of an act or omission of the party at fault.</p> <p>The penal provision under any law of the land cannot be a ground for absolving the party at fault from its financial liability towards the other party who suffers losses for such faults/irregularities/infringements committed by other party.</p> <p>Hence, no change.</p> <p>We have no comments to offer on the policies of the</p>

					indemnification to be deleted from the clause	Bidder. Call has to be taken by the Bidder himself.
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S.N	Part, Section	Page No.	Content of RFP requiring clarification	Clause in the RfP	Queries / Response of the bidder	Response
2	Section 7 – General Terms and Conditions , Clause 7.19	34	All documents, report, information, data etc. collected and prepared by the Bidder in connection with the scope of work submitted to SIDBI will be property of the Bank, it shall have every right to use data that may be in the possession of the consultant or its representative in the course of performing services under the agreement	<p>7.19. Rights in Intellectual Property and Material</p> <p>All documents, report, information, data etc. collected and prepared by the Bidder in connection with the scope of work submitted to SIDBI will be property of the Bank, it shall have every right to use data that may be in the possession of the consultant or its representative in the course of performing services under the agreement that may be entered into. The Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. The Bidder shall not without the prior</p>	<p><u>Query 1</u> Request you to modify as follows- Notwithstanding the delivery of any Reports, the bidder shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the bidder compiles and retains in connection with the Services (but not the Bank Information reflected in them). Upon payment for the Services, the Bank may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p> <p><u>Query 2</u> We request the Bank to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in</p>	<p>The existing clause already prescribes that only those Trade Marks and Copy Rights in respect of development done by the Bidder exclusively on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI.</p> <p><i>“All the rights relating to the Trademarks and Copy Rights in respect of development done by the Bidder exclusively on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI.”</i></p> <p>Hence, no change.</p> <p>The existing clause nowhere provides for indemnification by the Bidder in cases where the violation of any of the IPR of any third party has been done by SIDBI. The clause is specific to the infringement of other’s IPR by</p>

			<p>that may be entered into.</p>	<p>written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.</p> <p>The pre-existing intellectual property of the Bidder used in deliverables shall remain vested with the Bidder.</p>	<p>writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue</p>	<p>the Bidders for which they themselves would be responsible.</p> <p>Hence, no change.</p>
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					<p>using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p> <p>Query 3 Indemnification is not provided as per our policy. The aforementioned statement to be deleted from the clause.</p>	<p>We have no comments to offer on the policies of the Bidder. Call has to be taken by the Bidder himself.</p>
3	Section 7 – General Terms and Conditions , Clause 7.20	34	Confidentiality	<p>(ii) f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers or the Bank employees personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the</p>	<p>Query 1 The clause does not specify the period of confidentiality. Request you to please define it to the extent of 3 years from date of termination of the agreement. In addition, kindly consider using the below clause,</p> <p>"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently</p>	<p>The confidentiality provision of the RfP is for the term of the contract PLUS two years. Further, even with respect to the confidential information pertaining to the Bank's data or the Bank's customer and employees' personal data, is also not for the indefinite period, if the Bidder returns or destroys such information which is available with it.</p> <p>It may be mentioned that the Bank is also required by banking secrecy or such other laws to maintain secrecy indefinitely.</p> <p>Hence, no change.</p>

				receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.	received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement." Query 2 Perpetual confidentiality obligation shall not be agreeable and shall be revised to a limit. The revised clause shall mention a time limit agreed to either 2/3/5/7 years.	
4	Section 7 – General Terms and Conditions , Clause 7.20	36	Confidentiality	c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers and agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners,	In case of any other(name of bidder) Member Entity involved, the team shall be allowed to share confidential information with them as well. The clause to be revised or modified accordingly.	The clause is too wide to include directors, partners, advisers and agents or employees who are directly involved in the consideration/evaluation of the Confidential Information. Further, in terms of Clause 7.35 of the RfP, subcontracting is not allowed without written consent of the Bank. Even if allowed such

				advisers and agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this document.		party shall be covered under the term "agents" used in the clause. Hence, no change.
5	Section 7 – General Terms and Conditions , Clause 7.20	37		On termination of the RFP and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Consultant may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank’s data	Provided however that the Consultant shall be entitled to retain the Confidential Information to support its advice, findings, deliverables or to the extent required by any law, rule or legislation and to the extent not easily recoverable because of regular automatic back-ups on the common servers.	The clause clearly indicates that; <i>“Consultant may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose.”</i> Hence, no change.

				or data of the Bank customers, all Confidential Information in its possession.		
6			Confidentiality	The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.	The aforementioned clause to be revised/amended to state : The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank for a period of 3 years.	The RfP clearly prescribes a time period of two years after the contract is expired/ terminated. Hence, no change.
	Section 7 – General Terms and Conditions , Clause 7.20	37	Confidentiality	The Bank shall use the deliverables only for internal use as per the agreement. Disclosure to third parties shall be after removing Bidder's reference, except when the information is required for submission to statutory / regulatory authorities.	The aforementioned clause to be revised/amended to state (suggest the edits are made in bold below): Disclosure to third parties shall be after removing Bidder's reference and upon Bidder's prior written consent , except when the information is required for submission to statutory / regulatory authorities.	No Change.
7	Section 7 – General Terms and Conditions , Clause 7.21	38	Indemnification	All applicants under the RFP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep SIDBI and /or its directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims,	Query 1 Indemnity can only be accepted with respect to confidentiality breach/data breach or Intellectual Property Right infringements. Request you to please modify/ delete these clauses accordingly. Query 2 Indemnification is not provided as per our policy. The aforementioned clause to be deleted.	Already explained at serial no. 1 above. We have no comments to offer on the policies of the Bidder. Call has to be taken by the Bidder himself.

				<p>demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by SIDBI and or its directors, officers, employees, agents and representatives due to reason of (a) breach, misconduct, omission, or (b) negligence on the part of the Bidder and or its directors, employees, in the performance of the Services including, but not limited to, any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right. The total liability of the selected Bidder under this clause and contract shall not exceed the</p>	
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				cumulative fee paid to the Bidder. The Indemnification shall survive the expiry or termination of the agreement between the Bidder and the Bank.		
8	Section 7 – General Terms and Conditions , Clause 7.22	38	Termination	Detailed mentioned in the RfP	Request you to please add the following clause – The Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to the Bank if the Bidder reasonably determine that the Bidder can no longer provide the Services in accordance with applicable law or professional obligations.	The RfP at clause No. 7.28 (d) provides the eventualities in which the Bidder shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war. Hence, the contract or part of the contract which may become prohibited by change in applicable law shall be covered under the act of Gol and thus will be treated as an event of Force Majeure.

						Hence no change.
9	Section 7 – General Terms and Conditions , Clause 7.28 – Limitation of Liability, S.No. b	41	Limitation of Liability	b. The Bidder’s aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, or otherwise), shall be at actual and limited to 50% of the cumulative fee paid to the Bidder by SIDBI. This would be over and above performance bank guarantee deposited by the bidder. Bidder’s liability in case of claims by the Bank resulting from Willful Misconduct or Gross Negligence of the Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	<p>Query 1 The clause should be deleted as firm cannot take on unlimited liability as part of the project.</p> <p>Query 2 Request the Bank to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.</p> <p>Query 3 All of our liability for any kind of losses should be within DTTILLP's liability cap and not unlimited. The aforementioned clause shall be deleted.</p>	This is the standard practice being followed to have such indemnification provision. The effects of deletion whereof is readily comprehensible.

10	Section 7 – General Terms and Conditions , Clause no. 7.29	41	Survival Obligations to survive for more than a year post expiry or termination of contract	<p>Any provision of the Contract/ this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/ RFP is valid, subsisting and in full force and effect.</p> <p>In the event of the Termination of the Agreement (with the selected Bidder) in whole or in part, the Clauses titled "Compensation", "Rights in Intellectual Property and Material", "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns.</p>	<p>We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract.</p>	<p>In view of the applicable laws, this is a standard practice to have survival of indemnity and other related clauses which may attract third party claims against the Bank.</p> <p>Since, the clauses mentioned in 7.29 are the clauses wherein a third party may initiate an action or lodge a claim again the Bank. Although the period of limitation for such matter is three years but the court may take lenient view by condoning the delay and accept the claims even after the limitation period. It may be mentioned that in some cases the limitation period starts from the date of the claimant having knowledge of the cause of action. In view of the above, it is difficult to ascertain the exact limitation period to save interest of the Bank hence there is no limitation provided for such eventualities.</p>
11	Section 7 – General Terms and Conditions	42	Adherence to Standards	<p>The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by</p>	<p>Due to confidentiality obligations with other Clients, we cannot provide an audit right. However, to the best, we can if requested by Client provide time and expense related reports.</p>	<p>The existing clause nowhere requires the Bidder to furnish information pertaining to other clients. The clause provides right to the Bank (SIDBI) to</p>

	, Clause 7.33			<p>various regulatory, statutory and Government authorities.</p> <p>The Bank reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar programs. (Please refer to the RFP for detailed & complete clause)</p>	<p>The aforementioned clause/addition can be added as below:</p> <p>"Upon written request from the Bank, the Bidder shall provide time and expense related records to the Bank"</p>	<p>independently ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar programs.</p> <p>Regarding audit/ inspection by RBI also, the responsibility of the Bidder is limited to provide the information/ documents pertaining to this RfP only.</p> <p>Hence, no change.</p>
12	Section 7 – General Terms and Conditions , Clause 7.37	43	Right to Visit	<p>All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.</p>	<p>Due to confidentiality obligations with other Clients, we cannot provide an audit right. However, to the best, we can if requested by Client provide time and expense related reports. The aforementioned clause/addition can be added as below:</p> <p>"Upon written request from the Bank, the Bidder shall provide time and expense related records to the Bank"</p>	<p>The existing clause nowhere requires the Bidder to furnish records pertaining to other clients. The records of the bidders to be made available to SIDBI or its designees is limited to the matters covered by this Tender document/ subsequent order.</p> <p>Hence, no change.</p>

				(please refer to the RFP for detailed & complete clause)		
13	Section 7 – General Terms and Conditions , Clause 7.38	44	Audit	The Bidder shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the agency, directly related to the services.	<p>Query 1 We can provide the Bank or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the EY Firm’s premises. Please modify the clause accordingly.</p> <p>Query 2 Due to confidentiality obligations with other Clients, we cannot provide an audit right. However, to the best, we can if requested by Client provide time and expense related reports. The aforementioned clause/addition can be added as below:</p> <p>"Upon written request from the Bank, the Bidder shall provide time and expense related records to the Bank"</p>	Already explained at Sl. No. 11 and 12 above.
14	Section 7 – General Terms and Conditions , Clause 7.39	44	Non-solicitation	The selected Bidder, during the term of the contract and for a period of two years thereafter shall not without the express prior written consent of the Bank, directly or indirectly:	<p>Query 1 Non-solicitation is not acceptable as per legal policy of the firm. Request for deletion of the clause.</p> <p>Query 2 We request general public advertisements should be kept outside the purview of this clause.</p>	No change. It may be mentioned that there is nothing unreasonable in the clause as also that the period of non-solicitation is restricted to two years only. Furthermore, the same may be permitted if an express prior written consent of SIDBI has been obtained.

				<p>a. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or</p> <p>b. Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with SIDBI.</p>	<p>Query 3- A general exception to be added to the aforementioned clause as provided below: The above restriction will not apply where an individual respond directly to a general recruitment campaign.</p>	
15	Section 7 – General Terms and Conditions , Clause 7.41	44	Vicarious Liability	The selected Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of the selected Bidder’s employees, agents, contractors, subcontractors etc.	Indemnification is not provided as per our policy. The aforementioned clause to be deleted.	<p>We have no comments to offer on the policies of the Bidder. Call has to be taken by the Bidder himself.</p> <p>Vicarious Liability clauses are standard clauses of RfP.</p>

16	Section 7 – General Terms and Conditions , Clause 7.43 b)	45	Representations and Warranties	7.43. Representations and Warranties b. That the Bidder is not involved in any major litigation and no litigation or investigation is threatened against the Bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the RFP/Contract.	Request the Bank to confirm if we may modify as below: That the Bidder is not involved in any major litigation and no litigation or investigation is threatened against the Bidder which have an impact of affecting or compromising the performance and delivery of service(s) under the RFP/Contract.	The existing clause and the clause suggested by the bidder conveys the same meaning. Hence no change.
17	Section 7 – General Terms and Conditions , Clause 7.43 j) b)	46		j. That there are - (a) no legal proceedings pending or threatened against the Bidder or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigative agencies.	<u>Query 2</u> Request the Bank to confirm if we may modify as below: No inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members submitting this bid for SIDBI (in their professional capacity) by any statutory or regulatory or investigative agencies which adversely affect/may affect Bidder’s performance under the Contract;	Modified clause is accepted.
18	Annexure IV	52	Declaration: No Ownership or Control of SIDBI Directors/	This is to certify that _____ (Name of the Bidder) is not a related party to SIDBI as per the provisions of	<u>Query 2</u> We understand that this declaration pertains to confirmation wrt related party transaction u/s 188 of the Companies Act, 2013. We understand	It is difficult to conclude about the arm’s length distance in the transactions. Further, the regulatory frameworks applicable for SIDBI, pertaining to

			Employees (or relatives)	Companies Act 2013, as amended from time to time.	that the related party provisions however do not apply when a transaction is carried out in the ordinary course of business at an arm's length price and this holds true even when parties are related to each other. Given that this is a tender situation, we submit that this is not a non-arm's length price / transaction. Hence, we request you to kindly consider making the requirement of giving such related party confirmation/ declaration non-mandatory or removing it from the declarations.	related party transactions, are on similar lines with that of the Companies Act. Therefore, no change.
19	Annexure V	53	Declaration – cum – certificate - Not penalized or Found Guilty in any Court of Law	<p>This is to certify that the consulting firm/company has not been penalized or found guilty in any court of Law and the firm/company has not been blacklisted / debarred by any Central Government Ministry / Bank / RBI/ IBA / SEBI/ any regulatory authority</p> <p>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</p>	<p>Query 2 Request the Bank to confirm if we may submit the below:</p> <p>The bidding entity for this engagement is Private Limited ("...." or "we").PL is a private limited company registered under the Companies Act, 1956, and we are engaged in providing the professional services in the areas of tax, consulting and business advisory.</p> <p>I, _____, Partner ofPL, do hereby declare to the best of our knowledge and information available with us as on [date] that we have not come across any written directive by any Central Govt. Ministry/ Bank/ RBI/ IBA or any regulatory authority,</p>	No change.

				<p>or compromising the delivery of services required.</p>	<p>blacklistingPL against providing such professional services as mentioned in the tender.”</p> <p>Query 3 Clause with minor edits This is to certify that the consulting firm/company is not been penalized or and found guilty in any court of Law and the firm/ company is not been blacklisted / debarred by any Central Government Ministry / Bank / RBI/ IBA / SEBI/ any regulatory authority.</p> <p>Further, this is to certify that _____does not have any legal, civil, criminal, taxation and other cases pending against ___it_____that it believes may have any impact affecting or compromising the delivery of services required.</p>	
20	Annexure – XI: PACT Section 5 – Previous transgression	62	Integrity Pact PRE-CONTRACT INTEGRITY	<p>(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and</p>	<p>Query 3 Please change it to - "review".</p>	<p>The Integrity pact is the standard document in terms of the CVC guidelines.</p> <p>Hence, no change.</p>

				demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.		
21	Suggest adding the following clauses to General Terms and Conditions of the RFP			<p>8. SIDBI shall indemnify and hold harmless the Bidder for all losses and claims arising in connection with any third-party claim in relation to or pursuant to the contract or the services. Further, If Client is a restricted entity, then following clauses are to be added:</p> <p>9. SIDBI shall be solely responsible for, among other things: (i) making all management decisions and performing all management functions; (ii) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the services; (iii) evaluating the adequacy and results of the services; (iv) accepting responsibility for the results of the services; and (v) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.</p>	<p>Since, SIDBI is availing services of the Bidder and not vice versa, we do not foresee arising of any such circumstances or situation. Hence, no change.</p> <p>Not accepted.</p>	

		<p>10. The Bidder may terminate this contract by a written notice to SIDBI if the Bidder determines that a law, regulation or anything having a similar import, or a circumstance (including cases where SIDBI's ownership or constitution has changed), makes the Bidder 's performance of the contract impermissible or in conflict with independence or professional rules applicable to the Bidder . Upon termination, SIDBI agrees to pay the Bidder for all services performed up to the effective date of termination.</p>	<p>Already discussed at Sl. No. 8 above.</p>
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Important Information / महत्वपूर्ण सूचना
(RFP No.: 314/2021/1580/HO1/DCV dated August 29, 2020)

Annexure I

SN	कार्यक्रम / Events	विवरण/ Particular दिनांक और समय / Date & Time
5	आवेदन शुल्क / Application Fee	All the responses must be accompanied by a non-refundable application fee of Rs 11,180/- (Rupees Eleven Thousand One hundred eighty only)
8	बैठक के बाद स्पष्टीकरण, यदि कोई हो / Clarification after pre-bid meeting, if any	September 14, 2020
9	संशोधन करने की अंतिम तिथि / Last Date of carrying out modification / corrigendum	September 20, 2020
10	बोली जमा करने की अंतिम तिथि / Last date for submission of bids	September 30, 2020 at 14:00 hours SIDBI Tower, 15, Ashok Marg, Lucknow – 226001 E- bids (over E-mail) to be furnished. Evaluation process would start based on E-bids submitted by the bidders; however, the bidders shall also ensure that physical copies of the eligibility and technical bids only are also shall be submitted in due course on or before October 10, 2020. Password of the Technical Bid shall be submitted after 14:00 hours and before 16:00 hours on September 30, 2020 on mail ids of officials of SIDBI as mentioned below.
11	बोली जमा करने का पता / Address for Bid Submission	The General Manager Small Industries Development Bank of India, 3rd Floor, Direct Credit Vertical SIDBI Tower, 15, Ashok Marg Lucknow, Uttar Pradesh – 226001 www.sidbi.in Phone: 0522 - 2288546-50 / 0522 - 4259700
12	पात्रता एवं तकनीकी बोली खोलने की तिथि व समय / Date & Time for Opening of Minimum Eligibility bid & technical bid	September 30, 2020 at 16:00 hours SIDBI Tower, 15, Ashok Marg, Lucknow - 226001

Annexure II**5.2 RFP response documents**

Considering the Pandemic Situation due to COVID-19 in the country, the interested bidders shall submit the E-Bids / Proposals to designated E-mail Ids only in place of physical submission. Evaluation process would start based on E-bids submitted by the bidders; however, the bidders shall also ensure that physical copies of the eligibility and technical bids only are also shall be submitted in due course on or before October 10, 2020.

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:

1. Zip File 01 - Minimum Eligibility Bid.zip (containing all the necessary information / templates / annexure to be provided as per the tender document)
2. Zip File 02 – Password protected Technical Bid.zip (containing all the necessary information / templates / annexure to be provided as per the tender document). Password of the Technical Bid shall be submitted after 14:00 hours and before 15:00 hours on September 28, 2020 on mail ids of officials of SIDBI as mentioned under “Critical Information” on page 4 of this RFP document.
3. Zip File 03 – Password protected Commercial Bid.zip (as per the format provided in the tender)

a) Note:

- ✓ In case the file size of the Zip File 01 & 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.
- ✓ **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.**
- ✓ Multiple mails for submitting the bids should be avoided. In case of multiple submissions by the Bidder, the first submission made will be given precedence. The soft copies of the bids as per the instructions indicated above, should be submitted to the email ids mentioned under “Critical Information” on page no. 3 & 4 of this RFP document.
- ✓ The bids received within the deadline i.e. **September 30, 2020 (14:00 hours) only** 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.
- ✓ Submission of bids by emails is only allowed and will be considered invalid.
- ✓ The Cover letter for Bid must be submitted to the Bank at the following address:
The General Manager
 Small Industries Development Bank of India,
3rd Floor, Direct Credit Vertical
 SIDBI Tower, 15 - Ashok Marg
 Lucknow, Uttar Pradesh – 226001
www.sidbi.in || Phone: 0522 - 2288546-50 / 0522 – 4259700

b) 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 only at the time of opening of the commercial bids. The commercial

bids 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.

c) 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:

Power of Attorney	Scanned Copy of the Non-Judicial Stamp Paper “OR”
Non-Disclosure Agreement	
EMD/Bid Security Form	Scanned copy on the Letter Head of Bidder
Pre-contract integrity pact	

- ✓ 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.

d) EMD & Tender Fee Payment

- ✓ Considering the lockdown situation due to COVID-19 pandemic, the bidder may make the payment towards EMD & Tender Fee through Online Mode in the account of SIDBI (through RTGS / NEFT) mentioned under “Note to Critical Information” on page no. 4 of this RFP document.
- ✓ 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.
