



Small Industries Development Bank of India

Request for Proposal (RfP) for engagement of Technical Support Agencies for providing support to

State Rural Livelihoods Missions in various States

(RfP No. 2021NOV10/T002217522 dated November 10, 2020) -- Pre-bid dated 20/11/2020 – Corrigendum/Clarifications

CORRIGENDUM -Queries & Clarifications

SN	Pg. No.	Sec. No/ SN	Pt. No./Annexure	RfP Clause	Agency Query	SIDBI's Response	Any Change in RfP
1.	66	1	Annexure-III	The Agency should have been in existence in India for at least five (5) years as on the date of RfP. The Service Provider should be a Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/ MNC (Multinational Company) / Public Limited Company registered or incorporated in India. It should not be an Individual / Proprietary Concern/ HUF etc. Start-ups registered under start-up India, GoI shall be exempted for criteria of existence as per extant guidelines.	You may include Societies registered under Societies registration Act XXI of 1860, and Trust registered under Trust Act. As you know that, in India, these societies (NGO), and trusts are engaged in majority of development work and also, they have substantial contribution towards development rural and upliftment of the poor marginal section of the society.	Section 8 companies included	Section 8 of the Companies Act, 2013, erstwhile Section 25 Company under the Companies Act, 1956 included. In case Confederations/ JV/ Consortiums apply, the credentials of the lead organization shall only be considered. Assessment of lead partner shall be done and all contractual obligations shall be entered by the lead partner.
2.	66	2	Annexure-III	The Agency should have experience of at least three (3) years in handling assignments of technical support / consulting /			Relaxation for MSEs vide GoI Policy circular 1(2)(1)/2016-MA dated 10 th March 2016 is applicable



				government consulting / research / field work and survey, data collection & analysis, of similar nature for Central or State Government/ UT Administration / Govt. Depts. / banks / Financial Institutions / Public Sector Unit(s) [PSUs] / Autonomous Bodies / Public Service Commission / SRLMs / other agencies / large corporate as on the date of RfP.			http://dcmsme.gov.in/Office%20memorandum_10316.pdf .
3.	66	3	Annexure-III	Agency must have average annual turnover / income of at least Rs.5 crore during last three financial years (2017-18, 2018-19 and 2019-20) as per its audited financial statements. Start-ups registered under start-up India, GoI shall be considered as per extant guidelines (proof of being a start-up required)	As you know that, in Assam the agencies involved in these development works are not substantially big enough. Maximum agencies are working with very small amount of turnover though they are associated with large scale development work but their volume of turnover is much less. In this regard, you may relax average annual turnover to Rupees 50 lakhs during last three financial year.	No change Relaxation for MSEs vide Gol Policy circular 1(2)(1)/2016-MA dated 10 th March 2016 Agency must have average annual turnover / income of at least Rs.5 crore during last three audited financial years (2017-18, 2018-19 and 2019-20 or 2016-17, 2017-18 and 2018-19, if audited Balance Sheet of 2019-20 is not available) as per its	Agency must have average annual turnover / income of at least Rs.5 crore during last three financial years (2017-18, 2018-19 and 2019-20 or 2016-17, 2017-18 and 2018-19, if audited financials for 2019-20 are not available) as per its audited financial statements. Start-ups registered under start-up India, GoI shall be considered as per extant guidelines (proof of being a start-up required). Relaxation for MSEs vide Gol Policy circular 1(2)(1)/2016-MA dated 10 th March 2016 is applicable http://dcmsme.gov.in/Office%20memorandum_10316.pdf .



						audited financial statements. Start-ups registered under start-up India, Govt shall be considered as per extant guidelines (proof of being a start-up required)	
4.	66	3	Supporting documents	The agency shall submit the Audit Report along with Balance Sheet and Profit & Loss Account for the preceding three Financial Years (i.e. 2017-18, 2018-19 & 2019-20).	Income Tax Return may ask to submit for 2 years.	In case audited statement of last financial year (2019-20) is not available, then FY 2016-17 can be considered. Minimum three years of statement is required.	The agency shall submit the Audit Report along with Balance Sheet and Profit & Loss Account for last three Financial Years (i.e. 2017-18, 2018-19 and 2019-20 or 2016-17, 2017-18 and 2018-19, if audited financials for FY 2019-20 are not available) amid COVID-19.
5.	10	4.1.1	NA	Non-refundable Bid Price of Rs.1,180/- including applicable GST to be paid to 'Small Industries Development Bank of India' as per instructions at S.No. 3.3 of the note on Pg 6 of this RfP, along with RFP response.	The Non Refundable fee of INR 1180/- is to be submitted at the time of application as mentioned in the RFP document. Please let us know the GST (percentage or amount) applicable so that we can include the same while making the online transfer to SIDBI. Please let us know the process through which we need to intimate SIDBI of this transfer - do we need to mention the transfer details in the proposal or this has to be communicated separately - please advise. Also please let us know by when this online payment needs to be made.	GST is applicable @18%. In addition, please refer to S.No. 3.3 of the note on Pg 6 and Annexure I (Pg 61) of the RfP	NIL



6.	3	2	Pt 2	Earnest Money Deposit (EMD)	For submitting proposals for 2 states, will the required amount of application fees and EMD be doubled?	<p>The application fee and EMD should be submitted only once.</p> <p>It may be further noted that the EMD has been revised. In case a bidder is applying for one state the EMD shall be INR 1,30,000/- and for 2 states, the EMD shall be INR 2,50,000/- It may be noted that a bidder cannot apply for more than 2 states.</p>	EMD revised as INR 1,30,000/- for 1 state INR 2,50,000/- for 2 states everywhere in the RfP
7.	11	4.2.1	NA	All the responses must be accompanied by a refundable interest free security deposit of amount of `4,90,000/- (Rupees Four lakh Ninety Thousand only)	We assume that the EMD deposit of INR 4,90,000/- has to be made only when the agency is selected.	The clause is self-explanatory: "All the responses must be accompanied" Amount revised as per SN 6 of this table.	NIL
8.	12	4.2.5	NA	Request for exemption from EMD/ Bid Security will not be entertained. However, MSEs registered with National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body	<p>If we have registered on the Ministry of MSME's Udyam registration website</p> <p>https://udyamregistration.gov.in, will that suffice for this? We can provide a copy of the "Udyam Registration Certificate".</p>	Yes, if an MSE.	NIL



				specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) would be entitled for exemption from furnishing EMD/ Bid Security.			
9.	66	3	Annexure-III	Agency must have average annual turnover / income of at least Rs. 5 crore during last three financial years (2017-18, 2018-19 and 2019-20) as per its audited financial statements. Start-ups registered under start-up India, GoI shall be considered as per extant guidelines (proof of being a start-up required)	We are registered under Start-up India, GoI. What do we need to provide for evidence of this registration so that we can be exempted for criteria of existence and criteria of average annual turnover?	A copy of registration certificate would suffice	NIL
10.	45	17.21.1	NA	Performance Bank Guarantee (PBG) The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee from Scheduled Commercial Bank in the form and manner provided by the Bank equivalent to 8% of contract value.	Government of India through Ministry of Finance, Department of Expenditure (Procurement Policy Division) recently came out with a notification No. F.9/4/2020-PPD dated 12 th November 2020 has reduced Performance Security from existing 5-10 % to 3% of the value of the contract for all contracts. We request you to reconsider the amount for PBG for this contract.	Accepted. The RfP was floated on Nov 10, 2020 and guidelines were published on 12 th Nov, 2020	As per guidelines published on 12 th Nov, 2020 by DFS, GOI, the revised Performance Bank Guarantee is 3% of contract value.
11.	32	16.3.3	SN 2	Both completed and ongoing projects taken up from April 01, 2017 till date of RfP in the role of consultant/ knowledge partner in the fields of Microenterprise/ entrepreneurship development	Considering the relatively larger duration of the government assignments, we would be requesting to consider projects taken up from April 1, 2015 instead of April1, 2017.	Amidst COVID-19, projects from 2016 shall be considered.	Both completed and ongoing projects taken up from April 01, 2016 till date of RfP in the role of consultant/ knowledge partner in the fields of Microenterprise/



				with Government Departments/ PSUs / PSU Banks / PSU FIs will be considered for evaluation. The bidder has to provide case studies in respect of similar projects undertaken in India.			entrepreneurship development with Government Departments/ PSUs / PSU Banks / PSU FIs will be considered for evaluation. The bidder has to provide case studies in respect of similar projects undertaken in India.
12.	32	16.3.3	SN 3	Service contracts undertaken of value not less than Rs. 50 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.	Considering the relatively larger duration of the government assignments which becomes even more relevant for larger value contracts, we would be requesting to consider projects taken up from April 1, 2015 instead of April1, 2017.	Projects from 2016 shall be considered.	Service contracts undertaken of value not less than Rs. 50 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2016 till date of RfP.
13.	21 & 67	4.16.5	NA	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.	Pre Contract Integrity Pact should be on non-judicial stamp paper whereas in Annexure-XV/ Page 97, it says "To be submitted on Letter Head of the Company". Please clarify and confirm what is needed for this.	Letter Head of the company shall suffice at the time of bidding, but at the time of signing of contract, the same shall be executed on a non-judicial stamp paper. In addition, at the time of submission of proposal, the bidder may submit the documents in the prescribed formats	Wherever non-judicial stamp paper is mentioned, it may be read as Letter Head of the concerned entity, at the time of submission of Bid. However, at the time of signing of contract, all the requisite documents shall be executed on a non-judicial stamp paper.



						on the letter head of the company. The same shall be executed on a non-judicial stamp paper, at the time of signing of contract.	
14.	4	2	Point No. 6	<p>Last date for submission of proposals is 02.12.2020 while date for pre bid meeting is 20.11.2020</p>	<p>Given the option of multiple state proposal and teaming required to be undertaken, we request that one-week extension be provided on the submission timeline for the proposal.</p> <p>Request you to extend the date of submission of proposal to 09.12.2020.</p> <p>We request the authority to please extend the bid submission date by 2 weeks.</p>	<p>Considered extension till 09.12.2020 by 1730 hours</p>	<p>Last date for submission of proposals is extended to 09.12.2020 by 1730 hours. Accordingly, opening of Minimum Eligibility and Technical bid date revised as 14th Dec 2020 at 1100 hours.</p>
15.	19	4.16.2	NA	<p>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:</p> <ul style="list-style-type: none"> • 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 - Technical Bid.zip (containing all the necessary information / 	<p>What is the list of necessary information to be provided as part of the Technical Bid?</p>	<p>Refer to section 16.3.3 (Pg 32-33)</p> <p>The technical bid should include details of approach and methodology proposed to be adopted to execute the deliverables, proposed action plan, team structure, timelines and M&E/ impact assessment framework. Apart</p>	NIL



				<p>templates / annexure to be provided as per the tender document)</p> <ul style="list-style-type: none"> Zip File 03 - Commercial Bid.zip (as per the format provided in the tender) 		<p>from this, information in the relevant annexures, as mentioned in the RFP document, should be furnished.</p>	
16.	34 & 66-67	16.3.3	Bullet Point 5	<p>Completion Letter / Reference Letter from relevant Senior Executive of the agency to be attached for each engagement reference mentioned.</p>	<p>The RFP says that: "Completion Letters / Reference Letter (Format given) from relevant Senior Executive of the client or details of the same on bidder's letterhead may be attached for each engagement reference mentioned."</p> <p>We could not find the format in the Tender document. Please provide the format for this.</p>	<p>Please refer to Format I on Pg 103 for submission of particulars of contracts obtained. In addition, Format III (pg 105) may be referred to for reference letter format</p>	NIL
17.	NA	NA	NA	General Query	<p>Is it mandatory for the agency applying for the RFP to propose the intervention in all the mentioned states as per the RFP document, or the agency can choose to submit the proposal for intervention in any one / few of the states.</p>	<p>Please refer to Section 4.15 titled "Important" in the RfP document (Pg 18).</p>	NIL
18.	5	2	Point No. 11	<p>The bidders are required to arrange for Presentation. Date would be intimated after bid submission.</p>	<p>Will this presentation be an in-person presentation or a virtual online presentation?</p>	Virtual	NIL
19.	18	4.15.8	NA	<p>In case a bidder wishes to apply for more than ONE state, separate proposals should be submitted for each state.</p>	<p>Please clarify whether two set of proposals need to be submitted or additional technical and Commercial proposals would suffice if agency decides to bid for two states.</p>	<p>The clause is self-explanatory, "separate proposals should be submitted for each state"</p>	NIL



Scope of work related							
20.	32	16.3.3	SN 1	<p>Experience in handling assignments of technical support/ consulting/government consulting / research/ field work and survey, data collection & analysis, of similar nature for Central or State Government/UT Administration/ Govt. Depts./banks/Financial Institutions/ Public Sector Unit(s) [PSUs]/Autonomous Bodies/ Public Service Commission/ SRLMs/other agencies/ large corporate as on the date of RfP.</p>	<p>What supporting documents will be considered for verifying the claim against length of service?</p>	<p>Please refer to Format I, II and III of the RFP (Pg 103, 104 and 105)</p>	NIL
21.	NA	NA	NA	<p>General Query</p>	<p>Can the details of geographic spread in terms of number/names of districts within the states be provided for better estimation of scope of work and related costs?</p>	<p>The ToR for each state is different. Please refer to the detailed ToR at Annexure IIIA, IIIB, IIIC and IIID of the RfP document. The number of districts are mentioned in the ToR, wherever no information is provided, the agency may consider the deliverables for the entire state.</p>	NIL



22.	NA	NA	NA	General Query	It is assumed that dedicated teams and cadres of SRLM will undertake the ground level implementation activities such as community mobilization, identification of entrepreneurs based on identified criteria, preparation of business plans and loan documentation (basis training and guidance provided by TA agency) etc. Kindly confirm.	The ToR for each state is different. Please refer to the detailed ToR at Annexure IIIA, IIIB, IIIC and IIID of the RfP document.	NIL
23.	NA	NA	NA	General Query	Will office space, related infrastructure and IT tools for team appointed by TA agency be provided by the SRLM? Or should these costs be built into the proposed budget?	Respective SRLMs shall make necessary arrangements, cost need not be built in.	NIL
24.	NA	NA	NA	Office Space	We request SIDBI to provide sitting space for office, office consumables and provide internet facilities for the team for easy coordination	Infrastructural support shall be provided at the respective SRLMs to the extent feasible.	NIL
25.	71	NA	NA	Please refer to Scope of work section	The agency need to provide intensive support to SRLM for their MSME initiatives especially in case of JEEViKA –Bihar but no separate/additional staff is provided to support MSME. For all four states a standard staff structure is given even though there is a variation in deliverables.	The team structure as mentioned in the RfP is in a suggestive format. Agencies may propose additional team members in their proposals. Ref Pg 33 of the RfP and point 26 of this table, as and when more resources are deployed, the agency	NIL



						scores better on evaluation parameters.							
26.	33	16.3.3	SN 5	Readiness with resources for Technical Support	Clarify the scoring pattern	4 employees may be read as 5 employees, in both the points	<p>A score of zero for less than 5 employees. A score of 3 for at least 5 employees. Between 6-7 employees, the score will be 4 points. For 8 or more than 8 employees, the score will be 5 points. Accordingly, the said point in the score sheet may be read as:</p> <table border="1"> <tr> <td colspan="2">Readiness with resources for Technical Support: [CV of -Strategic Advisor and resource persons to be shared with technical bid. However, indicative CV of person to be outsourced / proposed to be outsourced for project team (person of similar caliber to be placed)] in terms of no. of employees on board for deputation on the proposed assignment.</td> </tr> <tr> <td>Less than 5 employees (aligned to scope) on board</td> <td>0</td> </tr> <tr> <td>At least 5 employees (aligned to scope) on board</td> <td>3</td> </tr> </table>	Readiness with resources for Technical Support: [CV of -Strategic Advisor and resource persons to be shared with technical bid. However, indicative CV of person to be outsourced / proposed to be outsourced for project team (person of similar caliber to be placed)] in terms of no. of employees on board for deputation on the proposed assignment.		Less than 5 employees (aligned to scope) on board	0	At least 5 employees (aligned to scope) on board	3
Readiness with resources for Technical Support: [CV of -Strategic Advisor and resource persons to be shared with technical bid. However, indicative CV of person to be outsourced / proposed to be outsourced for project team (person of similar caliber to be placed)] in terms of no. of employees on board for deputation on the proposed assignment.													
Less than 5 employees (aligned to scope) on board	0												
At least 5 employees (aligned to scope) on board	3												



								Between 6-7 employees (aligned to scope) on board	4
								8 or more than 8 employees (aligned to scope) on board	5
27.	72	NA	Annexure IIIA/pt 3	Deliverables	For some of the deliverables, the TA agency requires commitment from the SRLM otherwise TA agency will fail to deliver for e.g. Initiate provision of Micro Credit through at least 50 BC Points. Hope SIDBI will ensure respective SRLM to take responsibility to approve required policies.	The RfP has been floated in collaboration with the respective SRLMs with the intent to complement/ supplement their efforts. Accordingly, all the necessary support shall be extended by the respective SRLMs.	NIL		
28.	NA	NA	NA	General Query	Some of these SRLMs had recently released EOIs under same mission. We wanted to understand the difference between the role of consultants deployed by SIDBI under this project and those deployed by SRLMs? Will this team of consultant act as a central PMU across the 4 states?	The deliverables under SIDBI support are mentioned in the RfP. An agency can bid for upto 2 states, there is no mention of a central PMU in the RfP document.	NIL		
29.	NA	NA	NA	General Query	In case a consultant is selected by national or state level mission, will the consultant still be eligible to participate in this Bid	No such exclusionary clause in the RfP.	NIL		
30.	NA	NA	NA	General Query	There is ask for five profiles under this RFP. Are five resources expected in total or five	Please refer to SN 22 & 25 of this table.	NIL		



					per state? What will be interface with state level resources?		
31.	NA	NA	NA	General Query	<p>The scope of work for each state requires either development of training material or translation of training material. Is the consultant resource team expected to develop these materials? If yes, the number of resources required will be more. Also the scope of work is bit vast in comparison to the resources to be deployed, request the authority to please consider deployment of additional resources.</p> <p>Otherwise please advise whether the consultant will be expected to support procurement of an agency for the same.</p>	<p>As per deliverables. In addition, pl refer to SN 22 and 25 of this table.</p> <p>Sub-letting is not permitted, however, potential bidder may submit collaborative proposals, if they don't have in-house bandwidth to execute the deliverable. In such a case, assessment of lead partner shall be done and all contractual obligations shall be entered by the lead partner.</p>	NIL
32.	NA	NA	NA	General Query	<p>We understand that several capacity building and training sessions will need to be conducted by the consulting firm. Please clarify whether SIDBI will be facilitating payment for these trainings and workshops.</p>	<p>All envisaged costs to be factored in as part of the bid.</p>	NIL
33.	NA	NA	NA	General Query	<p>Considering that both OLM and BRLPS TORs require the need for facilitating market linkages, we will need an additional Marketing Expert as part of the proposed</p>	<p>Please refer to SN 25 of this table</p>	NIL



					team. Request the authority to please consider the same		
34.	NA	NA	NA		<p>Will the consulting firm be expected to develop the dashboard/MIS system or support procurement of an IT firm to develop the same and monitor them. Please clarify</p> <p>As a general standard, the consulting firms share the Functional Requirement Specifications (FRS) and an IT agency is deployed by the client for developing the concerned module. Request the authority to consider the same.</p>	<p>The scope of work does not mention procurement of an IT firm. Sub-letting is not permitted, however, potential bidder may submit collaborative proposals. In such a case, assessment of lead partner shall be done and all contractual obligations shall be entered by the lead partner.</p>	NIL
35.	24	7	1,2,3 &4	Resources to be embedded by the bidder	In the educational background of the personnel, Sociology may be considered as qualifying subject	Allied fields added in all the points	“Allied fields” shall be considered in the education qualification for all these 4 positions
					<u>Pertaining to Formats</u>		
36.	65	NA	Point No. 13 of Anne-II	List of organization with whom currently empanelled (satisfactory Performance Certificate as per Format – III (not more than 1 month old) in support thereof to be enclosed).	It will be difficult to receive fresh Performance certificate from funding agency for old projects.	<p>The clause is self-explanatory</p> <p>“List of organization with whom currently empanelled”</p>	NIL



37.	NA	NA	NA	General query	Request clarification on which Annexure will be attach in which document (Minimum eligibility bid, Technical proposal and Commercial Bid) Annex IV to Annex VII, Annex IX, Annex X, Annex XI, Annex XIII, Annex XIV, Annex XV	Please go through the RfP document meticulously.	NIL
38.	NA	NA	NA	Modifications or Variations	The Contract needs to document an objective scope change process to address any changes to the agreed scope of work, timelines or duration of the project, in a mutual consultative manner. This would ensure that neither side is expected to assume any implied obligations.	Please refer to clause 10 (Pg27) of RfP, there is provision of re-visiting/ propose mid-course correction in the action plan, based on evolving expectations.	NIL
39.	38	17.6.2	NA	No increment clause post extension	We request the authority to consider the cost revision by 10% in case of extension after 2 years, so as to account for inflation cost.	Please refer to clause 11 (Term of Engagement/ Contract Period) of the RfP on page 27.	NIL
40.	96	NA	NA	Annexure XIV Power of Attorney	We request you to consider the Board Resolution for the same.	Accepted	
41.	39	17.10	NA	In the event of non-performance of the bidder as decided by the Bank or any disputes or differences arising between the Parties hereto on any matter / provision set out in this RfP and subsequent Service Agreement for the selected Agency, the Parties shall try to resolve the	Please add: The bidder may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the bidder reasonably determine that the bidder can no longer provide the Services in accordance with applicable law or professional obligations	No change	NIL



				matter amicably inter se.			
42.	40	17.11	NA	<p>If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue</p>	<p>Please add the following to clause in order to facilitate remote working:</p> <p>(i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>(ii) Where the Bidder Personnel are required to be present at Client's premises, the bidder will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (a) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (b) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (c) A bidder resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	No change	NIL



				performance with utmost dispatch.			
43.	44	17.17	NA	Information provide under this RfP and subsequent service agreement is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs.	Please add the following clause: 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 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.	No change	NIL
44.	29	15.1.2	NA	The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative	We suggest the QCBS criteria may be changed to 80:20 instead of 70:30	No change	NIL



				Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score will get a weightage of 30%.			
45.	67	7	Annexure-III	The Service Provider should not have been penalised or found guilty in any court of law and the service provider shall not have been blacklisted / debarred by any Central Government Ministry/ State Government/ Public Sector Undertaking/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impact or compromise the delivery of services required.	We request you to reconsider the following statement- The Service Provider hereby declare to the best of our knowledge and information available with us as on [Proposal Submission date] that we have not come across any written directive for blacklisting / debarred by any Central Government Ministry/ State Government/ Public Sector Undertaking/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impact or compromise the delivery of services required.	No change	NIL
46.	81	NA	Annexure-IV	Declaration Regarding Clean Track Record	We request to revise the language to – I /we have carefully gone through the Terms & Conditions contained in the RFP No. 2021NOV10/T002217522 regarding selection of Technical Support Agency. We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by us in the Annexure – III is true and correct and also able to perform this contract as per RfP document.	No change	NIL



					<p>I/We hereby declare that to the best of our knowledge and information available with us as on [Proposal Submission date] that we have not come across any written directive for blacklisting by any Central Government Ministry, State Government, Public Sector Undertaking, Bank, RBI, IBA, any regulatory authority or any other Government / Semi Government organizations in India during last 3 years from the date of RfP.</p> <p>I/we further certify that I am /we are competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.</p>		
47.	NA	NA	NA	Third Parties/End Usage	<p>We would to specify that our deliverables are meant for Client's sole use and benefit; and that there would be no third party beneficiaries. Our deliverables should not be shared with third parties without our consent. Also, consistent with industry practice, we would look to Client to keep us protected/ reimbursed from third party claims arising out of the services, say claims which arise on us due to you sharing or deliverables with third parties. This is standard consulting practice</p>	<p>PI refer to Annexure XV (Pg 97) - Pre Contract integrity Pact, clause 2 – Commitments of SIDBI</p>	NIL



48.	NA	NA	NA	Arbitration	In case of any disputes/cases between the contractor and the client during the contract period, all legal matters pertaining to such disputes/ cases will be settled in Odisha courts/ jurisdiction.	PI refer to 17.12.4 (resolution of Disputes) – Pg 42	NIL
49.	NA	NA	NA	Audit or Inspection rights	Regarding any audit or inspection rights, we would like to clarify that we retain records as per our record retention policies. Upon reasonable notice, we will allow client to inspect its invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements.	No change	NIL
50.	43 & 49	17.14.2 & 17.28	NA	Indemnity	<p>We request client 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 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</p>	No change	NIL



					<p>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 using it; ii. Replace it with a non infringing equivalent; iii. Modify it to make it non infringing. 3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p>		
51.	43 & 49	17.14.2 & 17.28	NA	Indemnity	<p>There are several remedies available under law and contract to you for such breach of obligations. For e.g., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches foil the entire purpose of such remedies available to you. We understand</p>	No change	NIL



					<p>that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>		
52.	52	17.30	NA	Confidentiality	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p>	No change	NIL
53.	43 & 49	17.14.2 & 17.28	NA	No process for indemnity	<p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as</p>	No change	NIL



practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the



					<p>Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>		
54.	55	17.31.6.6	NA	Confidentiality Obligations	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	No change	NIL



55.	39	17.10	NA	Termination	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	No change	NIL
56.	39	17.10	NA	Termination for convenience	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	No change	NIL
57.	52	17.29.2	NA	Conflict of interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	No change	NIL
58.	37	17.4.1	NA	Liquidated damages / penalty	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	No change	NIL
59.	37	17.4.1	NA	Liquidated damages / penalty	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	As per the clause, the quantum of liquidated damages will be decided by a	NIL



						committee of officers of SIDBI whose decision shall be final and binding.	
60.	37	17.4.1	NA	Liquidated damages / penalty	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	No change	NIL
61.	46	17.21.8	NA	Time of essence	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Thus, request you to kindly delete this clause.	No change	NIL
62.	NA	NA	NA	IPR- No protection to our pre-existing IPRs (No clause mentioned)	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give	No change Refer to section 17.27 (Pg 49)	NIL



					ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines. Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.		
63.	NA	NA	NA	Insurance	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of	Not required at our end	NIL



					such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.		
64.	NA	NA	NA	Survival obligations	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	As per the RfP	NIL
65.	NA	NA	NA	Acceptance- No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not	No change	NIL



					notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.		
66.	NA	NA	NA	Replacement of Personnel	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	No such clause in the RfP	NIL
