

CORRIGENDUM (Dated 18/11/2021)

Tender No. - T000248421 dated November 03, 2021

Subject: Appointment of an agency for deployment of Project Management Units (PMU) to undertake and support SIDBI's engagements at State level / with State Governments / UT Administration for development of the MSME ecosystem in various States / UT

The following are the pre-bid queries and proposed amendment / changes made under the captioned tender. Rest all other terms and conditions of said tender / RfP shall remain unaltered.

Sl. No.	Clause / Page no. & details as mentioned in RfP / tender	Queries Raised / Clarifications sought / Suggestions	Clarification / amendment / changes, if any and reason thereof
1	Critical information Sl. no. 6, page 4 Last date for submission of bids – 24/11/2021 by 1700 Hrs.	Request to extend the final bid submission date by at least 2 weeks owing to the ongoing festive season and the effort required to be put in to propose a comprehensive solution with conformity on maximum resources. The queries raised will also have a techno – commercial influence on the final solution proposed by agencies, hence sufficient time after the response to pre-bid queries would be needed to put together a value-added proposition.	Revised dates may be read as under: <ul style="list-style-type: none">• Last date for submission of bids – 03/12/2021 by 1700 Hrs.• Date & Time of Opening of Minimum Eligibility bid – 06/12/2021 at 1100 Hrs.
2	Scope of work page no. 17 / 18 – Facilitate / Design schemes in the areas of equity support, interest subvention, resolution of stressed MSMEs, learning events for MSME entrepreneurs etc.	Scope of work requires the agency to have expertise in designing of specialized schemes for support to MSMEs in finance domains, however there is no provision of any such expert in the team. The scope of work also requires the agency to prepare contract documents which the	No change.

	Providing support to state government team in bid process management (for issues identified for support by PMU) including preparation of response to pre-bid queries & corrigenda (if applicable), evaluation of bids received, and preparation of contract document based on the RFP floated.	envisaged team may not be equipped to support. There is a need for finance, legal. Sector or technology experts etc., there should be a provision for such need-based experts to assist the PMUs.	
3	Scope of work page no. 17 / 18 Undertake primary research at the district / cluster level	Please specify what kind of primary research is expected from PMU. We feel a two-member team can roll out and monitor primary surveys, however conducting primary surveys will be challenging. There should be a provision to outsource such surveys (funded by SIDBI) wherever needed and such surveys could be supervised by PMUs.	Need-based primary research is required to be done by PMU. No additional survey expenditure is envisaged. However, travelling, lodging expenses as mutually agreed upon at time of signing contract shall be reimbursed.
4	Team leader at central level	While the composition of the State level PMU is robust, we feel there is a strong need for a lean Central Team comprising of a Team Leader and a coordinator assisted by part time domain experts (finance/ legal etc.). This will help in giving a common strategic direction to the programme, facilitate coordination & monitoring, streamlined reporting, standardization, knowledge sharing, financial management etc. In the absence of such a team, the PMUs will be working in isolation without any consolidation and cross leveraging.	Refer Annexure IV (Technical bid) as also page 30 of RfP (tech bid evaluation criteria) Provision of team leader is already mentioned in the RfP. Team leader shall be on full time basis at Central level. Also refer Revised Commercial bid format (Annexure X) which is placed below.
5	Page no. 19 - Resources (executives) to be deployed by the Bidder on full time basis Business Analyst / Associate*	Based on our experience of working in J&K, it will be very challenging for one resource to cover the entire J&K region. It will be prudent to have a two-member team with one resource each based out of Jammu and Srinagar. From security perspective also, it	No change

	[total 8 numbers for above-mentioned 8 states] <u>Only one resource person i.e., PMU Manger shall be deployed in J&K</u>	will be good to have the team members travel together to cover sensitive areas.	
6	Terms and conditions for resources/ executives – 9 (iii), Page no. 20 The personnel deployed in PMUs by the agency should not have any adverse police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons provided for executing outsourced services. The agency should obtain a Police Verification Report and keep it on record. The Police Verification Report should not be older than 1 year from the date of deployment in the PMU.	Most of the reputed consulting firms have a robust internal hiring process and a lot of care is taken in exhaustively checking the hired resource’s past records. We therefore request for removal of the clause for police verification.	The clause stands modified as below. The personnel deployed in PMUs by the agency should not have any adverse police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons provided for executing outsourced services. It shall be responsibility of the agency to ensure due compliances in this regard and has to furnish declaration to this effect.
7	Deliverables – Clause 12 (7) Page no. 24 Online MIS / project management dashboard / monitoring tool	Please specify if the tool is already in place or the agency is expected to deliver this as part of the mandate. In case the answer is affirmative, please specify if the cost for development of this monitoring tool will be borne by SIDBI as per actuals.	As of now, there is no dedicated online MIS / dashboard for monitoring the operations under the PMU initiative. The cost for development of this monitoring tool will have to be borne by agency.
8	Project location & travel – Clause 13(13.2) Page no. 24 Travelling Allowance / Lodging Allowance entitlement during period of travel outside the base location shall be applicable for resources of PMU placed in	We understand that the travel undertaken by the PMU resources outside of the base location will be reimbursed by SIDBI as per terms decided at the time of signing of contract. Pl. confirm if the above understanding is correct and accordingly OPEs will not be quoted as part of the commercial proposal.	This shall not form part of commercial proposal.

	state as per mutually agreed terms at the time of contract.		
9	<p>Page no. 25/26 – Penalty</p> <p>Penalty on the agency shall be levied as per details below: Penalty @ Rs.10,000/- per day [in case of PMU Manager] and Rs.5,000/- per day [in case of Business Analyst / Associate] shall be levied on the agency on account of delay, if any, in providing a suitable substitute staff meeting the specifications / criteria stipulated in this agreement / RfP for the period beyond 30 days. The penalty shall be deducted from the subsequent bi-monthly bills of the agency/service provider.</p>	<p>While we will put in best effort to provide suitable replacement of resources within stipulated period of time, at the same time we understand that the agency will be compensated based on the attendance and availability of resources on site and while the resources are not there, there will be no corresponding payments.</p> <p>It is requested that the penalty clause may be revisited and revised</p>	No change
10	<p>Page no 30 – Technical bid evaluation criteria.</p> <p>Readiness with resources for the PMUs [CV of project team leader and resource persons to be shared with technical bid. However indicative CV of person to be outsourced / proposed to be outsourced for PMU members (person of similar caliber to be placed)] in terms of no. of employees on board for deputation on the proposed assignment.</p>	<p>There is no team leader envisaged, however the criteria mention allocation of marks to CV of the Team leader.</p> <p>It may be noted that owing to the need of deployment of fulltime resources at multiple locations, in many cases the resources are sourced from outside the firm and are confirmed only after confirmation of being selected and hired. Therefore, it will be difficult for the agency to have all the proposed resources on board at the time of proposal submission.</p>	<p>Team leader shall be on full time basis at Central level whose CV is to be submitted with technical bid.</p> <p>Further, only indicative CVs of resources aligned to the scope of work which are on board / on roll with bidders to be placed in 9 PMU states / UT are to be also shared with technical bid.</p>
11	<p>Minimum Eligibility Criteria Annexure III, Page no. 56</p> <p>The agency should have in-house capability to take up assignment on its own. Joint and collaborative bids will not be accepted.</p>	<p>We understand that consortiums/ joint ventures are not allowed, please confirm our understanding.</p>	<p>Consortiums/ Joint ventures are not allowed.</p>

12	Commercial bid - Annexure X, page no. 67	Row 3 in the Table requires the bidder to provide 'Project management fee for the agency as per scope of work for 24 months" while costs pertaining to both the positions in the proposed PMU are also being asked for separately. Clarification is requested on Project Management Fee since there is no central team proposed.	Revised Commercial bid format (Annexure X) is placed below.
13	MINIMUM ELIGIBILITY CRITERIA Annexure III Point no. 2 Page no. 56 Agency should have experience of at least three years in handling assignments of consulting / government consulting / research / field work and survey, data collection & analysis, of similar nature for Central or State Government/ UT Administration / Govt. Deptt. / banks / Financial Institutions / Public Sector Unit(s) [PSUs] / Autonomous Bodies / Public Service Commission / other agencies / large corporates with a proven track record of providing such services.	PMU assignment with the state is a technical assignment in nature and require strong experience in handling the state / central government projects. Hence, we may indicate at least five years' experience in such projects.	Revised clause is as under – Agency should have experience of at least three years in handling assignments of consulting / government consulting / research / Survey / Data collection & analysis / Developmental work of similar nature for Central or State Government/ UT Administration / Govt. Deptt. / banks / Financial Institutions / Public Sector Unit(s) [PSUs] / Autonomous Bodies / Public Service Commission / other agencies / large corporates with a proven track record of providing such services
14	MINIMUM ELIGIBILITY CRITERIA Annexure III Point no. 3 Page no. 56 Similar Works / assignments executed in development field	Experience of at least 5 years in similar Works / assignments in development field executed	The clause stands deleted & merged with point no. 2 of MINIMUM ELIGIBILITY CRITERIA Annexure III Page no. 56
15	MINIMUM ELIGIBILITY CRITERIA Annexure III Point no. 6 Page no. 57	We request to keep average annual turnover / income at least Rs.25 Crore as minimum eligibility criteria.	No change

	<p>Agency should have average annual turnover / income of at least Rs.10 crore during last three financial years and should be in operational profits for last three years [i.e., financial years 2018-19, 2019-20 & 2020-21] as per its audited financial statements. If the financial statements for FY 2020-21 are not finalized, then agency may furnish provisional turnover figures for the same duly certified by CA/CS/Statutory auditor. Start-ups registered under start-up India, GoI shall be considered as per extant guidelines (proof of being a start-up required).</p>														
16	<p>TECHNICAL BIDS EVALUATION CRITERIA- POINT 4 Page 29</p> <p>Average Annual Turnover of the bidder during last three FYs i.e., financial years 2018-19, 2019-20 & 2020-21 as per its audited financial statements]. If audited financial statement for FY 2020-21 is not available, then bidder shall furnish provisional annual turnover figures for the same duly certified by CA/CS/Statutory auditor. For scoring purpose, the weightage for provisional turnover shall not exceed than the weightage given for audited figures of FY 2019-20.</p> <table border="1" data-bbox="346 1170 905 1414"> <thead> <tr> <th>Av. turnover</th> <th>Scores</th> </tr> </thead> <tbody> <tr> <td>Rs. 10 crores to Rs 15 crores</td> <td>1</td> </tr> <tr> <td>Above 15 crores to 25 crores</td> <td>2</td> </tr> </tbody> </table>	Av. turnover	Scores	Rs. 10 crores to Rs 15 crores	1	Above 15 crores to 25 crores	2	<p>TECHNICAL BIDS EVALUATION CRITERIA- POINT 4 Page 29</p> <p>Average Annual Turnover of the bidder during last three FYs i.e., financial years 2018-19, 2019-20 & 2020-21 as per its audited financial statements]. If audited financial statement for FY 2020-21 is not available, then bidder shall furnish provisional annual turnover figures for the same duly certified by CA/CS/Statutory auditor. For scoring purpose, the weightage for provisional turnover shall not exceed than the weightage given for audited figures of FY 2019-20.</p> <table border="1" data-bbox="934 1203 1480 1414"> <thead> <tr> <th>Av. turnover</th> <th>Scores</th> </tr> </thead> <tbody> <tr> <td>Rs. 25 crores to Rs 75 crores</td> <td>1</td> </tr> <tr> <td>Above 75 crores to 125 crores</td> <td>2</td> </tr> </tbody> </table>	Av. turnover	Scores	Rs. 25 crores to Rs 75 crores	1	Above 75 crores to 125 crores	2	No change
Av. turnover	Scores														
Rs. 10 crores to Rs 15 crores	1														
Above 15 crores to 25 crores	2														
Av. turnover	Scores														
Rs. 25 crores to Rs 75 crores	1														
Above 75 crores to 125 crores	2														

	<table border="1"> <tr> <td>Above 25 crores to 50 crores</td> <td>3</td> </tr> <tr> <td>Above 50 crores</td> <td>5</td> </tr> </table>	Above 25 crores to 50 crores	3	Above 50 crores	5	<table border="1"> <tr> <td></td> <td></td> </tr> <tr> <td>Above 125 crores to 175 crores</td> <td>3</td> </tr> <tr> <td>Above 200 crores</td> <td>5</td> </tr> </table>			Above 125 crores to 175 crores	3	Above 200 crores	5	
Above 25 crores to 50 crores	3												
Above 50 crores	5												
Above 125 crores to 175 crores	3												
Above 200 crores	5												
17	<p>EVALUATION OF COMMERCIAL BIDS Page 32 Point 18.7.1</p> <p>In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation for each pocket separately.</p>	<p>We request the bank to clearly specify the categorization of pockets with respect to each state.</p>	<p>Revised clause –</p> <p>In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation for all states / UT in aggregate. Bidding for individual states / UT is not allowed. Refer revised commercial bid format which is placed below at Annexure X.</p>										
18	<p>TERMINATION OF CONTRACT Page 35 Point 19.9</p> <p>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 matter amicably inter se. In case if the matter is not settled amicably and further Bank is not satisfied with the services of the agency or the agency failing to perform the services agreed to under this RfP, Bank shall issue a written notice of 15 days to the agency informing the agency of its dissatisfaction or the non-performance of the agency and if the</p>	<p>The Bidder/Firm must also have the right to terminate the Agreement in case of losses incurred or damages suffered due to:</p> <ol style="list-style-type: none"> 1. Third party claims 2. Any fraud, misrepresentation or omission of facts by the Client or its personnel 	<p>No change</p>										

	error is not rectified within the given time, Bank shall not be liable to pay the agency for the same for the period of non-performance by agency and the decision of Bank in this regards shall be final and binding on the Service provider/agency.		
19	<p>RESPONSE TO TECHNICAL BID Annexure IV – page 60</p> <p>Presentation on Proposed Plan, Proof of Concept and Roll out strategy – Presentation on capability statement, proposed action plan and Roll out strategy (including understanding of requirement and scope of work, implementation methodology and proposed team, originality of the proposal / concept, innovative ideas for effectiveness of engagement and possibilities of institutionalizing for long term sustainability)</p>	Applicants may be allowed to share the copy of the presentation at the time of presentation to the evaluation committee as the same needs to be discussed before the evaluation committee to have a meaningful discussion which may not be possible with copy of presentation.	No change
20	<p>Clause 4.5.3 Page 11</p> <p>Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.</p>	We suggest following change - “Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary before the bid submission.”	No change.
21	<p>Clause 10 (v)- Key responsibilities of service provider / agency – Page 22</p> <p>Agency shall be duty bound to immediately replace any staff/ executive / personnel whose services are not found satisfactory. The agency should provide a comparable /suitable substitute within 15 days, failing which the payment will be deducted accordingly.</p>	Deduction shall be capped and not be deducted more than 5% of the monthly pay.	No change

22	<p>Payment terms and conditions Clause 15 (a) Page No 25</p> <p>Payment would be made on bi-monthly basis, in arrears, based on the actual number of resources deployed during the period. The Bidder / Agency shall raise bi-monthly bills, in triplicate, along with attendance sheet of the personnel deployed, declaration of compliance of statutory regulations & major activities carried out by PMU within 15 days of the month succeeding the two months for which bill has been raised.</p>	<p>We request the modification of the clause to - "Consultant would raise monthly invoices based on actual deployment of resources during the period of engagement."</p>	No change
23	<p>Terms of Engagement/ Contract Period - Clause 14.1, page 26</p> <p>Agency shall be engaged initially for a period of 2 years (24 months) from the date of placement of PMU in each state with provision for extension by upto one year (12 months) subject to, inter alia, success/progress in the project including PMUs, periodic reviews and performance of Agency & PMUs being found satisfactory.</p>	<p>Decision to extend, the duration of such extension(s), nature of reviews and the scope of the activities (which could also be redefined) shall be mutually decided between the Parties at the sole discretion of SIDBI and shall be final and binding on the selected agency / bidder. We further suggest that the extendable period shall be with an annual increase of 10% on the man month rate after completion of 24 months.</p>	No change
24	<p>Evaluation of Technical Bid Page 29 –</p> <p>Proven track record in handling assignments of similar nature / domain:</p> <p>Both completed and ongoing projects taken up from April 01, 2015 till date of RfP in the role of consultant / knowledge</p>	<p>Our suggestions include: - i Currently there is very high marking on the subjective portion i.e. A&M and presentation (Total 60 marks out of 100). Therefore typically, as per the norms, we would propose to put 20-30 marks on the qualification and experience of key staff (MBA/ Postgraduate in management or engineering graduate). ii The definition of projects should be made more specific to the scope of work</p>	No change

	<p>partner in the fields of MSMEs / entrepreneurship development / rural industries development/ cluster 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.</p>	<p>and defined as Experience of working as Project Management Consultants (PMC) for State Governments in developing MSME agenda/MSME facilitation through programs and schemes. The evaluation can be made on the basis of number of resources previously deployed on these projects or MSME project approvals facilitated by the PMU. Experience of assisting State Government in obtaining approval under MoMSME, GoI projects/ State schemes (Multiple approvals within same engagement will be considered as a separate project)</p> <ul style="list-style-type: none"> • Less than 10 projects – 2 marks • 10-15 projects – 5 marks • 15-20 projects – 8 marks • More than 20 projects – 10 marks <p>(iii) It is proposed that criteria for evaluation be modified to include turnover from Government consulting instead of length of experience. The RFP does not specify acceptable documentary evidence to prove length of experience. Sufficient Government consulting experience is required to deliver the SoW. Therefore, it is suggested that evaluation criteria include turnover from Government Consulting experience as a criterion. The turnover can be certified by a CA and becomes reliable documentary evidence for evaluation purpose.</p> <ul style="list-style-type: none"> • 10-15 Cr – 2 marks • 15-50 Cr – 3 marks • Above 50 Cr – 5 marks 	
25	<p>Page 35, Point 19.10 – Force Majeure</p> <p>19.1.1 If the performance as specified in this order is prevented,</p>	<p>It is proposed to include: It is recommended to add below clause to under Force Majeure to facilitate remote working</p>	No change

	<p>restricted, delayed or interfered by reason of fire, explosion, cyclone, floods, war, Covid19 pandemic lockdown, 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 performance with utmost dispatch.</p> <p>19.1.2 If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative</p>	<p>(ii) 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>(iii) Where EY Personnel are required to be present at Client's premises, EY 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 (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an EY resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	
--	---	--	--

	<p>means for performance not prevented by the Force Majeure event.</p> <p>19.1.3 If either Party is unable to perform its obligation under this contract due to the occurrence of an event beyond its control (such as acts of God, war like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities etc.) that the party will not be deemed to have defaulted under this Contract. Each party would use all reasonable efforts to enable performance under this Contract to continue.</p>		
26	<p>Annexure V Page 62 -</p> <p>I/we has/have not been debarred/blacklisted by any Central Government Ministry / Bank, RBI, IBA / any regulatory authority or any other Government / Semi Government organizations in India during last 5 years from the date of RfP.</p>	It is proposed to change it to 3 years.	No change
27	<p>Page 46, Point 19.29.8.6</p> <p>The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank</p>	The consultant proposes confidentiality period be three years,	No change
28	<p>Annexure-XVII - Fall clause (clause 70 of Pre-Contract integrity Pact</p>	To be deleted.	No change

Particulars for Selection of Agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states/UT - Tender / RfP No. T000248421 dated November 03, 2021

**- COMMERCIAL BID
(to be submitted on their letter head)**

Date:

Deputy General Manager
Small Industries Development Bank of India
MSME Promotional Initiatives Vertical
6th Floor, 15, Ashok Marg, Lucknow - 226001

We hereby offer to submit our request for Selection of agency for deployment of Project Management Units in 9 states / UT to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs as per proposal reference RfP No. T000248421 dated 03/11/2021. We have read and understood the content of RfP. We unconditionally accept & abide by the terms & conditions specified therein.

**Commercial Bid for all 9 states / UT*
(Agency has to bid in aggregate for all states/UT. State-wise Individual bidding is not allowed)**

Sl. No.	Particulars	Number (Qty)	Amount (Rs.) for 2 years
1	PMU Managers to be placed / deployed in 8 states & 1 UT (total 9 in numbers)	9	
2	Business Analysts / Associates to be placed / deployed in 8 states (total 8 in numbers)	8	
3	Project management unit fee for the agency as per scope of work for 24 months including one full time Team leader at central level		
4	Total cost (exclusive of all taxes) \$		
5	Taxes (specify details)		
6	Total cost (inclusive of all taxes)		

****for State / UT details, please refer critical information section.***

\$ Commercial evaluation shall be carried out on total cost (exclusive of all taxes)

Based on the progress in the project including PMUs, periodic reviews and performance of Service Provider/Agency for 2 years, the engagement may be extended at Bank's discretion for maximum one more year on the same terms and conditions except for cost escalation upto 5% for the third year.

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

I/We certify that if appointed for assignment, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit (including termination of contract and or blacklist and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf

Designation/Seal of Agency
