

CORRIGENDUM (Dated 29/01/2020)

Tender No. - T002187236 dated January 16, 2020

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 - February 06, 2020 at 05.00 pm	<ul style="list-style-type: none">• Request an extension on the submission date for the proposal taking into consideration the limited time accorded for designing a high quality and comprehensive proposal for a project of such a large scale as well as arranging all the requisite documents for compliance as mentioned in the RFP within the current submission date of 06.01.2020. We would like to request the submission date to be extended to 21.02.2020.• We request you to extend the last date for submission of bids by at least 10 days.• Procuring CIBIL report would take at two weeks. Hence, we request to extend the deadline of submission at least by a week to February 13, 2020.	Critical information Sl. no. 6 & 8, page 4 <ul style="list-style-type: none">• Last date for submission of bids - February 14, 2020 by 05.00 PM• Date & Time of Opening of Minimum Eligibility bid - February 17, 2020 at 11:00 AM

2	<p>Point 4.13.6, page 13</p> <p>The bidder can submit the bid for one or more “pockets” as specified in critical information above.</p>	<p>Is the evaluation pocket-wise?</p> <p>What if someone bids for all and get second highest mark, while another firm gets highest mark while bidding for three? In that case, how the allocation of pocket shall happen?</p>	<p>Technical evaluation shall be done on basis of only one technical proposal submitted for all or any of the pockets. However, combined techno-commercial score shall be arrived at pocket wise.</p>
3	<p>Sl. No. 4.14, page 13 - Details of bids to be submitted</p> <p>Soft copy in pen drive</p>	<p>Request you to consider submission of softcopies through other media such as CD/DVD as well.</p>	<p>No change</p>
4	<p>Sl. No. 6.2, Point (ii) - (e- ii) - Scope of work, page 17</p> <p>Undertake primary research at the district / cluster level from pertinent sources / suitable partnerships/ engaging local hire, including periodic visits to livelihood/ MSMEs</p>	<ul style="list-style-type: none"> • How can one resource undertake primary research at district level? • Are you planning additional survey expenditure? 	<p>Need-based primary research has 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.</p>
5	<p>Sl. No. 7(a), page 18 - Minimum eligibility criteria</p> <p>The agency should have been in existence in India for at least 5 years as on the date of RfP with ability to service the client across India and should have an office at New Delhi. The bidder should be a Partnership Firm /Private Limited Company / Limited Liability Partnership Firm / MNC / 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, Gol shall be exempted for criteria</p>	<p>Given it is a multi-state and multi-location project, this requires a firm with a minimum scale and experience in undertaking such projects. Therefore, it is suggested to revise the clause as follows:</p> <p>1. The agency should have been in existence in India for at least 10 years as on the date of RfP with ability to service the client across India and should have an office at New Delhi. The bidder should be a Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC/ 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, Gol shall be exempted</p>	<p>No change.</p>

	of existence as per extant guidelines.	for criteria of existence as per extant guidelines. 2. The firm must have presence in 10 or more cities.	
6	<p>Sl. No. 7(f), page 18 - Minimum eligibility criteria</p> <p>The agency should have average annual turnover / income of at least Rs.5 crore during last three financial years and should be in operational profits for last three years [i.e. financial years 2016-17, 2017-18 & 2018-19] 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).</p>	<p>Given it is a multi-state and multi-location project, this requires a firm with a minimum scale and experience in undertaking such projects. Therefore, it is suggested that:</p> <p>1. Minimum Average Annual turnover should be increased to minimum 100 crore to ensure participation from reputed firms with right team strength and experience.</p> <p>2. The firm must have presence in 10 or more cities</p> <ul style="list-style-type: none"> • In case audited financial statements for 2018-19 are not available, can audited financial statements for preceding three years, i.e. 2015-16, 2016-17, 2017-18 would be acceptable? 	No change.
7	<p>Sl. No. 7 (e), page 18 - Minimum eligibility criteria</p> <p>The agency should be in position to deploy the desired number of executives (PMU Manager and Business Analyst, 1 each in each state and 1 PMU Manager each in UT Administration) for the PMU by 1st week of April 2020.</p>	It depends upon the contract issue date. If it gets delayed, then mobilization by 1 st week of April 2020 may not be feasible.	<p>Sl. No. 7 (e), page 18 - Minimum eligibility criteria stand modified as:</p> <p>The agency should be in position to deploy the desired number of executives (PMU Manager and Business Analyst, 1 each in each state and 1 PMU Manager each in UT Administration in J&K & Ladakh) for the PMU within 30 days of execution of agreement.</p> <p>Clause no. / Sl. No. 9(xxxii) - Terms and Conditions for Resources / Executives stands modified as:</p>

			<p>SIDBI reserves the right to reject any particular personnel employed by the contractor without assigning any reason thereof. Such staff shall be replaced by the Service Provider by a suitable substitute. The Service Provider shall furnish a detailed list of employees finalized by SIDBI along with their addresses, photo identity proof to SIDBI within a period of thirty days after signing the contract with SIDBI.</p>
8	<p>Resources (executives) to be deployed by the Bidder on full time basis.</p> <p>Sl. No. 8 (a), page 19 - PMU Manager job description / profile</p> <ul style="list-style-type: none"> • More than 7 years of relevant work experience in consulting and / or service with at least 3 years of work experience in Government Consulting. • Profile: B. Tech / B.E. / MBA or equivalent Post Graduate in Management / Post Graduate in Economics / CA / ICWA 	<ul style="list-style-type: none"> • Does this mean a consultant with 3 years of Government consulting experience will suffice? Suggestion: We believe a Post graduate with 5 years of experience can deliver this effectively. Hence, would propose to change the criteria to "Post graduate with more than 5 years or Graduate with 7 yrs of relevant work experience in consulting and / or service with at least 3 years of work experience in Government Consulting. • We understand PG Economics would mean PG in Economics as well as specialized field in economics like Agriculture economics, Health Economics, Energy economics etc. • We would request if Post Graduate degree in other discipline could be also allowed. For example – PG in Statistics or quantitative techniques or Data 	<p>Sl. No. 8 (a), page 19 - PMU Manager job / profile stands partially modified as:</p> <ul style="list-style-type: none"> • More than 7 years of relevant work experience in consulting including at least 3 years of work experience in Government Consulting. • Profile: B. Tech / B.E. / MBA or equivalent Post Graduate in Management / CA / ICWA / Post Graduate Degree in Economics (including relevant branches / streams of Economics) / Statistics / Quantitative Techniques / Data Science / or any other relevant acceptable to SIDBI. • Should have excellent project leadership and team building capabilities, solution design and milestone-based project management skills. <p>Note: There is no change in the details /attributes, etc. listed under the</p>

		<p>Science are also relevant. Besides, many people with PG in other discipline gain experience over a period and can manage this work very well.</p> <ul style="list-style-type: none"> Kindly let us know selection process for PMU Manager and Business Analyst 	<p>heading "Preferable" in the column for Profile in respect of PMU Manager.</p> <ul style="list-style-type: none"> The executives (PMU & Business analyst/associate) will be deployed by the agency / service provider based on consultation and interview by the Services Provider as per the suitability to role, job description and profile of the executives. SIDBI reserves the right to be part of the selection process [please refer to Clause 9(xiii), page 21 of the RfP].
9	<p>Sl. No. 9 (i), page 19/20 - Terms and conditions for resources /executives</p> <p>The work shall be done on all working days (Monday to Saturday). Payment will be made on the basis of attendance of persons and pro-rata deduction shall be made in case absence of any person on any day /part of the day. Declaration to this effect shall be submitted at the time of raising the bill to the Bank.</p>	<p>1. We would like to request the total number of working days to be a maximum of 22 days per month or working days may exclude working on 2nd & 4th Saturday of each month.</p> <p>2. Request clarification regarding whether onsite team would be following the holiday list of SIDBI or EY holidays.</p> <p>3. The RfP is silent on provision for leaves for medical, public/government, causal and earned leaves.</p>	<p>Sl. No. 9 (i), page 19/20 - Terms and conditions for resources /executives - profile stands modified as:</p> <p>The work shall be done on all working days (Monday to Saturday). Payment will be made on the basis of attendance of persons and pro-rata deduction shall be made [based on total number of working days in the month] in case of absence of any person on any day /part of the day during the month. The holiday list applicable at the place of deployment of PMU as per NI Act shall be followed. Declaration to this effect shall be submitted at the time of raising the bill to the Bank.</p>
10	<p>Sl. No. 9 (iv), page 20 - Terms and conditions for resources /executives</p> <p>All existing statutory regulations of both the State as well as the Central Government, as applicable, should be strictly adhered to by the Service Provider and paid by him in time on his own account. The evidence of compliance to this effect shall be submitted to SIDBI by the</p>	<p>Do you need a declaration? There may not be any evidences if payments are made annually.</p>	<p>Sl. No. 9 (iv), page 20 - Terms and conditions for resources /executives - stands modified as:</p> <p>All existing statutory regulations of both the State as well as the Central Government, as applicable, should be strictly adhered to by the Service Provider and all applicable statutory dues shall be paid by him in time on his own account. The evidence of compliance to this effect shall be submitted</p>

	contractor / bidder quarterly with the bill, failing which the payment of the bill may be withheld or stopped.		to SIDBI by the contractor / bidder quarterly / annually as applicable.
11	<p>Sl. No. 9 (vii), page 20 - Terms and conditions for resources /executives</p> <p>An amount of penalty calculated @ Rs.5,000/- per day [in case of Programme Manager / PMU Head] and @ Rs.3,000/- per day [in case of Business Analyst / Associate] on account of delay, if any, in providing a suitable substitute staff meeting the specifications / criteria stipulated in this RFP for the period beyond three working days by the agency. The penalty shall be enhanced to Rs.10,000/- per day per executive (for period beyond 15 days) in the event that delay in providing a suitable substitute exceeds 15 days. The penalty shall be deducted from the bi-monthly bills of the service provider in the subsequent bill.</p> <p>Sl. No. 9 (x), page 21 - Terms and conditions for resources /executives</p> <p>The bidder shall be duty bound to immediately replace any staff whose services are not found satisfactory by SIDBI. In case any executive / personnel is absent, the contractor should provide an immediate substitute within 3 days, failing which the payment will be deducted accordingly.</p>	<p>The liability under this is uncapped. We would request to cap this penalty to up to 5% of the contract value at maximum.</p> <ul style="list-style-type: none"> • It is unrealistic to find replacement of personnel in 3 working days. • If a situation of personnel replacement arises, the agency would need to find personnel with appropriate credentials to fit the role. • The replacement personnel would need a month at minimum to be deployed at project location(s). Besides the person who shall be removed require at least a months' notice period. 	<p>No change</p> <ul style="list-style-type: none"> • The bidder shall be duty bound to replace any staff/ executive / personnel whose services are not found satisfactory by SIDBI or remains absent for continuous 7 working days. The bidder / agency /contractor should provide a comparable /suitable substitute within 30 days, failing which the payment will be deducted accordingly. <p>Sl. No. 9 (x), page 21 - Terms and conditions for resources /executives stands modified as:</p> <p>The bidder shall be duty bound to immediately replace any staff whose services are not found satisfactory by SIDBI / the resource person left the job, the replacement should be placed within 30 days. In case any executive / personnel is absent, the contractor should provide an immediate substitute within 3 days, failing which the payment will be deducted accordingly.</p>

		<ul style="list-style-type: none"> We would request if one-month time could be given for replacement of any CV. 	<p>Please see clause 9(xxiii) as under in this regard:</p> <p>The service provider shall arrange for a substitute well in advance if there is any probability of a person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.</p>
12	<p>Sl. No. 9 (ix), page 20 - Terms and conditions for resources /executives</p> <p>The bidder shall indemnify and keep SIDBI indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.</p>	<ul style="list-style-type: none"> We would request to remove this clause as EY has a professional indemnity insurance. This is not required. We request client to include the following exceptions and procedure as these are industry standards and reasonable. These are also mentioned in the MeitY guidelines. <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 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)</p>	<p>No change.</p>

		<p>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.</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>4. The indemnities set out in this agreement shall be subject to the following conditions:</p> <p>a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;</p> <p>b. 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</p>	
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		<p>and expense, reasonably participate, through its attorneys or otherwise, in such Defense;</p> <p>c. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnifying 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:</p> <p>d. 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;</p> <p>e. all settlements of claims subject to indemnification under this Clause will:</p> <p>i. 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 Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>f. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the</p>	
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13	<p>Sl. No. 9 (xv), page 21 - Terms and conditions for resources /executives</p> <p>The personnel deployed in PMUs by the Service Provider should not have any adverse police records/criminal cases against them. The service provider should make adequate enquiries about the character and antecedents of the persons provided for executing outsourced services. The Service Provider should obtain a Police</p>	<p>In many a case, we do police verification while the employee joins the firm which may be quite dated. So, are we going to do fresh police verification?</p>	<p>Sl. No. 9 (xv), page 21 - Terms and conditions for resources /executives shall stand modified as under:</p> <p>The personnel deployed in PMUs by the Service Provider should not have any adverse police records/criminal cases against them. The service provider should make adequate enquiries about the character and antecedents of the persons provided for executing outsourced services. The Service Provider should obtain a Police Verification Report and keep it on record. The Police</p>

	Verification Report and keep it on record.		Verification Report should not be older than 1 year from the date of deployment in the PMU.
14	<p>Sl. No. 9 (xix), page 21 - Terms and conditions for resources /executives</p> <p>Minimum Wages paid to the service provider will be the amounts notified under Minimum Wages Act as per the respective State Governments/ UT Administration. Whenever the wages / statutory payments are enhanced or reduced by notification the service provider shall bring the same to the notice of SIDBI. If it is found that the service provider has paid wages to any worker lower than the minimum wages notified by the Competent Authority, then the contract is liable to be terminated.</p>	Will you please arrange minimum wages copy to us to this type of category personnel for all states or we have to collect it from respective state, if so kindly inform the departments to whom we have to contact to get the required information.	No change
15	<p>Sl. No. 9 (xxv), page 22 - Terms and conditions for resources /executives</p> <p>The contractor/Service Provider shall indemnify and keep SIDBI indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party. If SIDBI suffers any loss or damage on account of negligence, default or theft or otherwise due to any act of omission/commission of the</p>	We would request to remove this clause as EY has a professional indemnity insurance for its own personnel. This is not required.	No change

	<p>employee/agents of the service provider, then the service provider shall be liable to reimburse SIDBI for the same. The service provider shall keep the Bank fully indemnified against any such loss or damage. The amount of loss so quantified shall be adjusted against any bills pending for payment to the service provider. If the amount is more than the pending bill(s), it will be recovered from the Performance Security Deposit of the contractor / Service Provider.</p>		
16	<p>Sl. No. 9 (xxviii), page 23 - Terms and conditions for resources /executives</p> <p>The service provider shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of SIDBI.</p>	<p>Would you clarify what does assign mean?</p>	No change
17	<p>Sl. No. 10 (viii), page 24 - Key responsibilities of service provider</p> <p>Executives deployed should be provided with suitable smartphone running on Android / IOS (with at least 4GB RAM / 32 GB memory / expandable memory) with adequate data plan to undertake communication and mobile based reporting.</p>	<p>Can we claim these expenses from SIDBI?</p>	No.
18	<p>Sl. No. 12 (2), page 25 - Deliverables</p> <p>S. No. 12(2) – Quarterly work plan must be approved and submitted</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

<p>with the approved Monthly Status Report for release of payment by SIDBI.</p> <p>Sl. No. 15 (a), page 25 – Payment Terms and Conditions</p> <p>The payment would be made on bi monthly basis, in arrears, based on the actual number of resources deployed during the period. The Bidder / Agency shall raise bi-monthly bills, in triplicate, along with attendance sheet of the personnel deployed, by the 3rd of the month succeeding the two months for which bill has been raised.</p> <p>Sl. No. 15 (c), page 26 – Payment Terms and Conditions</p> <p>The original bill/invoice for the services rendered must be furnished by bidder, as per the terms and conditions contained in this document. The bills submitted for payment should be accompanied by a declaration that all the statutory provisions are complied with. SIDBI reserves the right to call for documentary evidences thereof.</p> <p>Sl. No. 15 (f), page 26 – Payment Terms and Conditions</p> <p>Any objection / dispute to the amounts invoiced in the bill shall be raised by SIDBI within reasonable time from the date of</p>	<p>We hope it is our invoice to SIDBI and not the actual payment receipts.</p> <p>We are advised to raise bill in 3rd month and then SIDBI would take 60 working days (means 3 months) to make the payment. It would entail huge working capital load on us. Therefore, would request if it can be shortened as we are required to make the payment on monthly basis.</p>	<p>The “original bill/invoice” in the clause refers to the invoice raised by the Service Provider on SIDBI.</p> <p>Sl. No. 15 (f), page 26 – Payment Terms and Conditions stands modified as:</p> <p>Any objection / dispute to the amounts invoiced in the bill shall be raised by SIDBI within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), SIDBI will make payment within Fifteen (15) working days or a reasonable</p>
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	receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), SIDBI will make payment within sixty (60) working days or a reasonable time as considered by SIDBI, of the settlement of such disputes.		time as considered by SIDBI, after the settlement of such disputes.
19	<p>Sl. No. 13.2, page 25 - Project location & travel</p> <p>Given the nature of the engagement, it may also become necessary for the team members to travel outside the base location. In such event, the bidder team would be required to travel as per the requirements of the project with prior approval of SIDBI. Travelling Allowance / Lodging Allowance entitlement shall be applicable for a team member as per mutually agreed terms at the time of contract.</p>	We understand while putting our bid, we are not expected to budget for any travel or accommodation cost.	Travelling Allowance / Lodging Allowance entitlement during period of travel outside the base location shall be applicable for resources of PMU placed in state as per mutually agreed terms at the time of contract. Cost of accommodation and / or travel at / within the base location / place of deployment of the PMU is not covered in the above.
20	<p>Sl. No. 17, page 26 - Contract cost/Contract value</p> <ul style="list-style-type: none"> It may be mentioned here that SIDBI has envisaged the cost of the assignment at Rs.2.00 lakh per month per PMU (maximum) including all the remuneration of both the resources to be placed on full time basis and Rs.1.25 Lakh for J&K and Ladakh (where only PMU Manager is envisaged to be placed). <p>Sl. no. 17 (a) - Project management fee</p>	<p>Kindly confirm if the project management charges are on the top of it.</p> <p>There may arise situations where cost incurred on resource(s) may either exceed or be less than 2 Lakhs per/month depending upon project locations/State etc. Therefore, we presume, while billing to SIDBI, we will bill on the basis of time-sheet or the quoted cost instead of actual cost.</p> <p>This is a two-year contract with additional one-year extension. We would request to give additional fee increase of 5% at the end of the first</p>	<p>The commercial bid format (Annexure VIII) may be used to submit the bid including all fees and charges.</p> <p>No change.</p>

		<p>year to keep the real value of the compensation constant.</p> <p>We would like to have clarification as whether cost of Rs.2.00 Lakh per month per PMU is maximum upper limit or the consultant may quote higher amount.</p>	<p>Please read Sl. No. 17, page 26 - Contract cost/Contract value carefully.</p>
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21	<p>Sl. No. 18.5.3, page 29 – Technical bids evaluation criteria</p> <ul style="list-style-type: none"> • Relevant experience of Team Leader to be assigned by the Service Provider for carrying-out and managing the project. • Length of experience: experience 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 as on the date of RfP. • Proven track record in handling assignments of similar nature / domain: Both completed and ongoing projects taken up from April 01, 2016 till date of RfP in the combined role of consultant cum knowledge 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 	<p>Are you referring the PMU manager as the Team leader?</p> <p>We would like to have clarification on similar project as which projects would be considered as similar projects. As Development of MSME ecosystem or any other ecosystem may not be found in other departments. We would like to request you to provide some relaxation on similar project as such experience may not be feasible for consultants.</p> <p>Suggestion/Clarification - Combined role of consultant cum knowledge partner will be difficult to find. We request you to provide some relaxation for this.</p> <p>Request you to please clarify the term “Knowledge Partner” mentioned in the clause.</p>	<p>No. Team leader will be managing the overall project implementation including the executives deployed in the PMUs as PMU Manager(s) and Business Analysts / Associates in all the states / UTs assigned to a particular agency.</p> <p>No change</p> <p>No change.</p> <p>Sl. No. 18.5.3, page 29 – Technical bids evaluation criteria stands modified as:</p> <ul style="list-style-type: none"> • Proven track record in handling assignments of similar nature / domain: 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 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
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	<p>bidder has to provide case studies in respect of similar projects undertaken in India.</p> <ul style="list-style-type: none"> • Service contracts undertaken of value not less than Rs.2 crore 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. • Readiness with resources for the PMUs (CVs to be attached as per profile specified) in terms of no. of employees on board for deputation on the proposed assignment. 	<p>Request you to consider "More than 5 Project" for scoring maximum marks i.e. 5 or the service contracts undertaken of value not less than 1 crore 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.</p> <p>It is mentioned that candidates will be finalized in consultation with SIDBI. In that case, do we need to provide CVs now at this stage.</p>	<p>respect of similar projects undertaken in India.</p> <p>No change.</p> <p>CV of team leader and resource persons to be shared with technical bid. However, indicative CV of person to be outsourced / proposed to be outsourced (person of similar caliber to be placed) for PMU members may be shared with technical bid.</p>
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22	<p>Sl. no. 19.4, page 33/34- Liquidated damages for default in services</p> <p>In case of deficiency of services up to the satisfaction of SIDBI, liquidated damages subject to the maximum 8% of the contract value could be levied on the agency. The quantum of liquidated damages will be decided by a committee of officers of SIDBI whose decision shall be final and binding. However, the agency would be given an opportunity to make representation to the committee and clarify its position with regard to the deficiency and/or non-performance.</p>	<ul style="list-style-type: none"> • 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. • It is requested that LDs (if any) shall be applicable only for delays solely attributable to us. The overall amount of LDs shall not exceed 5% of the contract value. 	No change
23	<p>Sl. no. 19.7,2 page 34- Use of contract documents and information</p> <p>The Agency will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.</p>	<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> <ul style="list-style-type: none"> • 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 	No change

		<p>or for regulatory and compliance (both internal and external) purposes.</p> <ul style="list-style-type: none"> • It shall be clarified that confidentiality obligations under the Agreement shall survive for a period of 12 months from the termination or expiry of the Agreement. • It shall be clarified that while we are ok to return hard copies of confidential information made available by client and/or delete or make reasonably inaccessible any electronic copies thereof - however we need to retain our internal working papers and central IT archives as per our organizational data policies. That said, we are ok to state that any retained copies of confidential information by us shall be maintained in confidence as per the terms of this agreement. 	
24	<p>Sl. no. 19.8 page 35- Sub-contracts</p> <p>The agency shall not sub-contract the services agreed to be rendered by the agency under this contract, except (i) if the existence of their office is not in the identified location; agreed by SIDBI and (ii) for services that are generally procured from outside agency in performing the activities envisage under this contract.</p>	<p>It shall be clarified that we may take assistance from our contractors or other network firms (each of which is a separate and independent) legal entity and may share confidential information with them in connection with this engagement. However, we remain solely liable to client for their acts; claims (if any) in relation to this engagement will be routed solely through client and us.</p>	<p>Sl. no. 19.8 page 35- Sub-contracts stands modified as:</p> <p>The agency shall not sub-contract the services agreed to be rendered by the agency under this contract, except (i) if the existence of their office is not in the identified location; agreed by SIDBI and (ii) for services that are generally procured from outside agency in performing the activities envisaged under this contract without written permission from SIDBI. Written permission from SIDBI shall be obtained before such sub-contracting by the agency.</p>
25	<p>Sl. no. 19.10 page 35 - Termination of contracts</p>	<p>Termination clause gives unilateral right to bank for termination of contract.</p>	<p>No change</p>

		<p>We request that the termination clause be modified as below:</p> <ul style="list-style-type: none"> • “Either party may terminate the contract if (i) a breach by the other goes uncured for 30 days after receipt of a notice from the breaching party, or (ii) continuation causes breach of applicable law or regulation. Upon termination we shall be paid for the work done till date of termination” 	
26	<p>Sl. no. 19.16 page 38 - Right in intellectual property and materials</p> <p>All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI. Provided, that SIDBI would reimburse the Agency for any sum of money paid for assignment /licensing of the copy right as and by way of fee, charges, or otherwise as provide by the guidelines, regulation, rules, or policy of the professional body or association, with prior approval from SIDBI.</p>	<ul style="list-style-type: none"> • 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 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 	No change

		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.	
27	<p>Sl. no. 19.21.8, page 40 - Performance bank guarantee</p> <p>Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.</p>	<ul style="list-style-type: none"> • This is a much higher degree of obligation given the deliveries, or rather failure to deliver on time, would depend on various factors not always attributable to the implementing agency. Therefore, such obligations should be tightly aligned to a well laid consultative process and ascertaining the cause of the delay in question. 	No change
28	<p>Sl. no. 19.24, page 41 - No employer-employee relationship</p>	<p>There are non-solicitation obligations upon implementing agency, during the term of the contract.</p> <p>It should be further clarified that the non-solicitation obligations upon Implementing agency shall not apply to</p>	No change

		persons employed through general advertisement and HR hires.	
29	<p>Sl. no. 19.25, page 42 - Rights to visit</p> <p>The Bank and its authorized representatives, including regulator like RBI shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.</p>	<ul style="list-style-type: none"> • It is requested that any visits shall be during working hours of the Bidder so that we may facilitate the entry into our secured offices. It shall be clarified Implementing agency should not be expected to provide any information which may cause it to breach confidentiality vis-a-vis other parties. If an audit is contemplated to be conducted by an external/third party auditor, we would need such third party to sign an NDA with us (in a format suggested by us) 	No change
30	<p>Sl. no. 19.29.1, page 44 - Limitation of liabilities</p> <p>Save and except the liability under Section of 'IPR Infringement' in Clause 19.27 and indemnity provision in Clause 19.28 herein above, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of</p>	<ul style="list-style-type: none"> • It shall be clarified that our overall liability (without any exceptions) shall not exceed the amount of fees paid to us hereunder without any exceptions and exclusions. • Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited. • We request the addition of the following clause - <p>"The Employer (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other</p>	No change

	such damages. The aggregate liability of bidder / service provider, arising at any time shall not exceed the total contract value.	consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Employer (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services."	
31	Sl. no. 19.30.8.6, page 47 - The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.	Typically, there is a period of confidentiality which has to be maintained. We would therefore suggest to revise the clause as follows - "Consultant shall assign and affiliate definitive period of 3 years of confidentiality to use the intellectual Property to the extent necessary to enable SIDBI to implement the ideas and recommendations provided by the in the course of providing the services."	No change
32	Annexure - II, Sl. no. 11, Page 56 List of organization with whom currently Empaneled (satisfactory Performance Certificate as per Format - (not more than 1 month old) in support thereof to be enclosed)	Please consider the satisfactory performance certificate not more than 1 year old	Annexure - II, Sl. no. 11, Page 56 stands modified as: List of organization with whom currently Empaneled (satisfactory Performance Certificate as per Format - (not more than 6month old) in support thereof to be enclosed)
33	Annexure - III, Sl. no. 9, Page 58 - Minimum Eligibility Criteria	Please consider Self-Certification on letter head of company at this stage	Annexure - III, Sl. no. 9, Page 58 - Minimum Eligibility Criteria stands modified as:

	<p>The agency has not defaulted to any Bank within the jurisdiction of India. A Self-certified letter on company's letter head to be submitted alongwith CIBIL report. However, SIDBI has right to check CIBIL records.</p>	<p>alongwith the Audited Annual Accounts. We will provide the CIBIL report at the time of signing of contract, if awarded.</p>	<p>The agency has not defaulted to any Bank within the jurisdiction of India. A Self-certified letter on company's letter head to be submitted alongwith CIBIL report. However, CIBIL report, if not available may also be submitted at the time of signing of agreement. However, if the CIBIL report is not satisfactory, SIDBI may debar the agency from the assignment and EMD shall be forfeited. SIDBI has right to check CIBIL records.</p>
34	<p>Annexure - III, Note - Page 59 - Minimum Eligibility Criteria</p> <p>Completion Letter/ Reference Letter (Format given) from relevant Senior Executive of the client to be attached for each engagement reference mentioned</p>	<p>•It may be difficult obtaining Completion Letter/ Reference Letter (Format given) from relevant Senior Executive of the client. Therefore, we can attach work order or contract. Pleas suggest if that would work.</p>	<p>Annexure - III, Note - Page 59 - Minimum Eligibility Criteria stands modified as</p> <p>Completion Letter/ 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>
35	<p>Annexure - XV, Pre-Contract integrity Pact, Pg. 77 - 84</p> <p>Bidder Chief Executive Officer to sign the Pre-Contract Integrity Pact</p> <p>Annexure - XV, Pre-Contract integrity Pact, Clause 9, Pg. 83-</p> <p>Facilitation of investigation -</p> <p>In case of any allegation of violation of any provision of this Pact or payment of commission, SIDBI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all</p>	<p>• Request you to allow the Authorized signatory of the bid as per the Power of Attorney to sign the Pre-Contract integrity Pact.</p> <p>We request the following modification to the clause -</p> <p>"The Consultant shall provide the Employer 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</p>	<p>Annexure - XV, Pre-Contract integrity Pact, Pg. 77 - 84 stands modified as</p> <p>Bidder Chief Executive Officer / authorized signatory to sign the Pre-Contract Integrity Pact</p> <p>No change</p>

	possible help for the purpose of such examination.	granting access to the Consultant's premises."	
36	Format – I, Pg. 85 Please enclose the copies of work order / agreement and completion certificate from the client (employer) for each of the work.	• Wherever we do not have completion certificate, can we attach the work order/agreement?	Format – I, Pg. 85 stands modified as Please enclose the copies of work order / contracts / agreements / completion certificate, wherever available from the client (employer) for each of the work alongwith details of completion of each of the work on bidder's letterhead.
37	Format – IV Pg. 88 Details of resources / infrastructure facilities	1. Details of Manpower - Please confirm if we have to provide the number of workers across the categories mentioned i.e. - Manager, Supervisor, skilled workers and unskilled workers. 2. Details of infrastructure facilities available (details of Inhouse facilities/experience) - Please confirm if we have to provide information related to: a. Research/Analysis Tool b. Power Backup c. Computer hardware and software facilities.	Format – IV Pg. 88 stands modified as Details of resources (except unskilled workers) / infrastructure facilities
38	Annexure- X, Annexure-XV Bank Mandate Form and Pre-Contract Integrity Pact	We will be able to submit the mentioned Annexures-X & XV at the time of signing of contract, if awarded.	No change.
39	Clause no. 10. Key Responsibilities of Service Provider, Sub clauses / Sl. Nos. (x) and (xi) at page 24 of RfP (x) ensure cohesive and cordial functioning with officials deployed by SIDBI for the programme. (xi) Any other emerging function / task as specified by SIDBI shall also be taken up and services / solutions offered.	Nil	As the sub clauses (ix) and (x) of Clause No. 10 are identical, sub clause / Sl. No. (x) of Clause 10 shall be read as under: (x) Any other emerging function / task as specified by SIDBI shall also be taken up and services / solutions offered. Further, sub clause (xi) of Clause No. 10 shall stand deleted.
