

## CORRIGENDUM (Dated 26/03/2020)

Tender No. - T002194550 dated March 12, 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 |
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| 1      | <p>Clause 6.2, page 16- Scope of Work- Consulting</p> <p>(a) Design schemes / product for MSMEs in various areas and other need-based interventions based on evaluation of the existing status of MSMEs / related interventions in the state.</p> <p>(b) Study the existing framework of schemes / interventions / initiatives / projects, etc. available for benefit of / targeted towards MSMEs in the state. Based on the same, the PMU shall suggest modifications in design and implementation mechanisms or solutions with the objective of enhancing efficacy and removal of bottlenecks.</p> <p>(c) Create and maintain a knowledge repository for the work done under the project.</p> | <p>Based on our experience of providing facilitation support to MSMEs as part of PMU engagements with State Government, we request that the following be added to the scope of work to make it more specific and defined. The following activities related to improving financial inclusion of MSMEs shall be included in scope:</p> <ul style="list-style-type: none"><li>• Creation of a compendium of Gols and state schemes for enhancing MSMEs access to finance.</li><li>• Identify potential clusters for intervention in the state and map the Gol schemes for initiating interventions</li><li>• Advisory services to state government for revival of sick units in the state</li><li>• To facilitate the MSMEs, the PMU team would coordinate with State facilitation council for delayed payment to MSME by government/PSUs and private entities under MSME Development Act 2006</li><li>• Prepare standard project profiles for</li></ul> | No change.   |

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|   | <p>(d) Providing support to state government team for various initiatives planned / to be planned for benefit of MSMEs</p>  | <p>aspiring entrepreneurs under PMEGP scheme of Gol.</p> <ul style="list-style-type: none"> <li>• Support the state government in framing innovative schemes for enhancing MSMEs access to finance</li> <li>• Provide inputs to SIDBI to develop cluster/estate specific finance products tailored to the requirements of the local industry</li> <li>• Design training curriculums on accounting, book keeping, GST issues and GST return filing for MSEs</li> <li>• Support the state government to safeguard the Stressed MSMEs from falling sick and being declared as a Non- Performing Asset as per the Revised Framework for Revival and Rehabilitation of Micro, Small and Medium Enterprises (MSMEs).</li> <li>• Please provide list of initiatives where consulting support is expected as effort planning will depend on the type of intervention already identified.</li> </ul> <p>We presume necessary evaluation studies shall be available with SIDBI. Request to clarify on the type of evaluation studies to be undertaken by the consultancy firm.</p> | <p>No such evaluation studies are available with SIDBI and same shall be taken up in consultation with State stakeholders, if required.</p>  |
| 2 | <p>Annexure III (Sl. No. 2) – Minimum Eligibility Criteria, page 57 –</p> <p>The agency should have experience of at least three years in handling assignments of consulting / government consulting / research / field work and survey, data</p> | <p>Specify list of acceptable supporting documents.</p>  | <p>List of acceptable supporting documents are:</p> <p>Contracts/Agreements/Work orders/Completion certificates / Final or last invoices or other relevant documents for each reference / engagement mentioned</p> |

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|   | <p>collection &amp; 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.</p> <p>Annexure III (Sl. No. 3) – Minimum Eligibility Criteria, page 57 –</p> <p>Similar Works / assignments in development field executed.</p> <p>Annexure III (Sl. No. 4) – Minimum Eligibility Criteria, page 57 –</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>along with self certified letter in this regard. SIDBI has right to call for additional supporting document during the course of evaluation, if required.</p> |
| 3 | <p>Annexure III (Sl. No. 1) – Minimum Eligibility Criteria, page 57</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</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<br/> “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 /</p> | <p>No change</p>   |

|          | should not be an Individual / Proprietary Concern / HUF etc.) Start-ups registered under start-up India, Gol shall be exempted for criteria of existence as per extant guidelines.  | HUF etc.) Start-ups registered under start-up India, Gol shall be exempted for criteria of existence as per extant guidelines.<br>The firm must have presence in 10 or more cities" |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
|----------|---|---|--|----------|-----------------------------|----------|----------------------------|----------|-----------------------|----------|----------------------------------|----------|-----------------------------|--|---|---------|--------------|----------|----------------|----------|--------|----------|----------------------------|----------|-----------------------------|----------|----------------------------------|----------|-----------------------------|
| 4        | CRITICAL INFORMATION - Clause 6, page 4 –<br>Last date for submission of bids - April 02, 2020 by 1700 Hrs  | We request you to please extend submission date by 2 weeks i.e. till 17 <sup>th</sup> April 2020 due to the coronavirus crisis which is impacting work.                             | Clause stands modified as:<br><br>Last date for submission of bids - April 20, 2020 by 1700 Hrs  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| 5        | CRITICAL INFORMATION - Clause 2(1), page 4 –<br><br>Appointment of an 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/UTs <b>as distributed in various pockets below:</b>  | 1) We strongly suggest SIDBI to put UP & Uttarakhand in one pocket.<br>2) J&K and Ladakh should be one pocket.<br>3) Assam should be one pocket                                     | Clause stands modified as:<br><br>Appointment of an 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/UTs <b>as distributed in various pockets below:</b> |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
|          | <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>States / UTs</th> </tr> </thead> <tbody> <tr> <td>Pocket 1</td> <td>J&amp;K#, Ladakh# &amp; Uttarakhand</td> </tr> <tr> <td>Pocket 2</td> <td>Delhi, Haryana &amp; Rajasthan</td> </tr> <tr> <td>Pocket 3</td> <td>Uttar Pradesh &amp; Assam</td> </tr> <tr> <td>Pocket 4</td> <td>Gujarat, Maharashtra &amp; Karnataka</td> </tr> <tr> <td>Pocket 5</td> <td>Andhra Pradesh &amp; Tamil Nadu</td> </tr> </tbody> </table> | Sl. No.   | States / UTs   | Pocket 1 | J&K#, Ladakh# & Uttarakhand | Pocket 2 | Delhi, Haryana & Rajasthan | Pocket 3 | Uttar Pradesh & Assam | Pocket 4 | Gujarat, Maharashtra & Karnataka | Pocket 5 | Andhra Pradesh & Tamil Nadu |  | <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>States / UTs</th> </tr> </thead> <tbody> <tr> <td>Pocket 1</td> <td>J&amp;K# &amp; Ladakh#</td> </tr> <tr> <td>Pocket 2</td> <td>Assam#</td> </tr> <tr> <td>Pocket 3</td> <td>Delhi, Haryana &amp; Rajasthan</td> </tr> <tr> <td>Pocket 4</td> <td>Uttar Pradesh &amp; Uttarakhand</td> </tr> <tr> <td>Pocket 5</td> <td>Gujarat, Maharashtra &amp; Karnataka</td> </tr> <tr> <td>Pocket 6</td> <td>Andhra Pradesh &amp; Tamil Nadu</td> </tr> </tbody> </table> | Sl. No. | States / UTs | Pocket 1 | J&K# & Ladakh# | Pocket 2 | Assam# | Pocket 3 | Delhi, Haryana & Rajasthan | Pocket 4 | Uttar Pradesh & Uttarakhand | Pocket 5 | Gujarat, Maharashtra & Karnataka | Pocket 6 | Andhra Pradesh & Tamil Nadu |
| Sl. No.  | States / UTs  |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Pocket 1 | J&K#, Ladakh# & Uttarakhand   |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Pocket 2 | Delhi, Haryana & Rajasthan  |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Pocket 3 | Uttar Pradesh & Assam   |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Pocket 4 | Gujarat, Maharashtra & Karnataka  |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Pocket 5 | Andhra Pradesh & Tamil Nadu   |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Sl. No.  | States / UTs  |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Pocket 1 | J&K# & Ladakh#  |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Pocket 2 | Assam#  |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Pocket 3 | Delhi, Haryana & Rajasthan  |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Pocket 4 | Uttar Pradesh & Uttarakhand   |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Pocket 5 | Gujarat, Maharashtra & Karnataka  |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
| Pocket 6 | Andhra Pradesh & Tamil Nadu   |   |  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |
|          | # in J&K and Ladakh, only one PMU manager at each center is proposed to be  |   | # in J&K & Ladakh (pocket 1) & Assam (pocket 2) only one PMU manager at each pocket is proposed to be placed.  |          |                             |          |                            |          |                       |          |                                  |          |                             |  |   |         |              |          |                |          |        |          |                            |          |                             |          |                                  |          |                             |

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| 6 | <p>Clause 4.6.3, page 11 –</p> <p>Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.</p>  | 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  |
| 7 | <p>Clause 9 (v), page 18-</p> <p>SIDBI reserves the right to reject any particular personnel employed by the agency without assigning any reason thereof. Such staff shall be replaced by the agency by a suitable substitute. The agency shall furnish a detailed list of employees finalized by SIDBI along with their addresses, photo identity proof to SIDBI within a period of thirty days after signing the contract with SIDBI.</p> | SIDBI reserves the right to reject any particular personnel employed by the agency without assigning any valid reason thereof. Such staff shall be replaced by the agency by a suitable substitute. The agency shall furnish a detailed list of employees finalized by SIDBI along with their addresses, photo identity proof to SIDBI within a period of thirty days after signing the contract with SIDBI | No change  |
| 8 | <p>Clause 9 (xii), page 19-</p> <p>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 according</p>   | The deduction shall be capped and not be deducted more than 5% of the monthly pay   | No change.   |
| 9 | <p>Clause 9(xvi), page 20-</p> <p>Notwithstanding anything contained herein, SIDBI reserves the right to terminate the services of the Contracting</p>  | Notwithstanding anything contained herein, SIDBI reserves the right to terminate the services of the Contracting Agency/Service Provider at any time after giving a notice of three months. The letter communicating such termination of the contract   | <p>Clause stands modified as:</p> <p>Notwithstanding anything contained herein, SIDBI reserves the right to terminate the services of the Contracting Agency/Service</p> |

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|    | Agency/Service Provider at any time after giving a notice of three months. The letter communicating such termination of the contract shall be served on the contractor/bidder in person or by e-mail or by registered post at the address mentioned in the contract or at the last known address.  | shall be served on the contractor/bidder in person or by e-mail or by registered post at the address mentioned in the contract or at the last known address and SIDBI shall pay to the Contracting Agency/Service Provider for the work completed till date.   | Provider at any time after giving a notice of three months. The letter communicating such termination of the contract shall be served on the contractor/bidder in person or by e-mail or by registered post at the address mentioned in the contract or at the last known address and SIDBI shall pay to the Contracting Agency/Service Provider for the work completed till date of termination subject to submission of report to the satisfaction of SIDBI.  |
| 10 | <p>Clause 9(xxvii), page 21-</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 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</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 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 up to the total contract value. 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> | <p>Clause stands modified as:</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 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 up to the total contract value. If the amount is more than the pending bill(s), it will be recovered from the Performance Security</p> |

|    | Performance Security Deposit of the contractor / Service Provider.  |  | Deposit of the contractor / Service Provider   |
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| 11 | <p>Clause 15 (e), page 25-</p> <p>The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by SIDBI. Any deviation from the proposed payment terms would not be accepted. SIDBI shall have the right to withhold any disputed payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of disputed payment shall not amount to a default on the part of SIDBI. The bill of material is divided in different areas and the payment would be linked to delivery and acceptance of each area.</p> | <p>The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by SIDBI. Any deviation from the proposed payment terms would not be accepted. SIDBI shall have the right to withhold any disputed payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of disputed payment shall not amount to a default on the part of SIDBI. The bill of material is divided in different areas and the payment would be linked to delivery and acceptance of each area. The acceptance of deliverables will be given in 5 days of submission of reports or it will be deemed to be accepted</p> | <p>Clause stands modified as:</p> <p>The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by SIDBI. Any deviation from the proposed payment terms would not be accepted. SIDBI shall have the right to withhold any disputed payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of disputed payment shall not amount to a default on the part of SIDBI. The bill for each pocket shall be raised separately and the payment would be linked to delivery and acceptance of milestones for each pocket.</p> |
| 12 | <p>Clause 19.4, page 33-</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.</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 and the final decision shall be mutual.</p>  | <p>No change.</p>  |
| 13 | <p>Clause 9(3), page 18-</p> <p>The personnel deployed in PMUs by the agency should not have any adverse police records/criminal cases against them. The agency should make adequate</p>  | <p>To be deleted.</p>  | <p>No change.</p>  |

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|    | 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.   |   |   |
| 14 | <p>Clause 14, page 24 –</p> <p>The agency is to be engaged for a period of 2 years with provision for extension by further 1 year subject to, inter alia, progress in the project including PMUs, periodic reviews and performance of Service Provider and PMUs being found satisfactory. Maximum total period of engagement shall be 3 years on the same terms and conditions except for escalation upto 5% in cost for the third year (This may be mentioned in the commercial proposal).</p> | The 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. Further, SIDBI reserves the right to terminate continuation of PMU in any of the specified locations based on review and progress achieved and / or performance of the PMU / Service Provider. | <p>No change in the clause.</p> <p>However, revised Annexure VIII – Commercial Bid is placed below.</p> |
| 15 | <p>Clause 19.5.2, page 34 –</p> <p>In case the need arises, SIDBI may, at its sole discretion, extend the contract for a further period of a maximum of one year on the proportionate cost basis and same terms and conditions.</p>   | In case the need arises, both parties shall mutually extend the contract for a further period of a maximum of one year on the proportionate cost basis on mutually agreed terms and conditions.   | No change   |
| 16 | <p>Clause 19.35, page 49 –Representations &amp; Warranties,</p> <p>That the Vendor/ Bidder is not involved in any major litigation, potential, threatened and existing, that may have</p>   | To be deleted.  | No change   |



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|    | an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract/Agreement/RfP.   |                                 |            |
| 17 | Annexure IV, page 60 –<br><br>The agency should not have been penalized or found guilty in any court of law and shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impact or compromise the delivery of services required.   | This declaration to be deleted. | No change  |
| 18 | Clause 7, Page 82 of Pre-contract integrity pact – Annexure XV<br><b>Fall Clause</b><br><br>The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded | To be deleted.                  | No change. |

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|    | by the BIDDER to the BUYER, if the contract has already been concluded.   |  |   |
| 19 | Annexure III (Sl. No. 6), page 58<br>Minimum Average annual turnover<br><br>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.   | Given it is a multi-state and multi-location project (especially where each State PMU for 2 years will cost around 1.3 Cr i.e. more than 10 Cr for 13 states), this requires a firm with a minimum scale and experience in undertaking such projects. Therefore, it is suggested<br>1. Minimum Average Annual turnover should be increased to minimum 100 Crores to ensure participation from reputed firms with right team strength and experience. Or<br>2. Additional marks may be given for Turnover   | The clause stands modified as:<br><br>The 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 2016-17, 2017-18 & 2018-19] as per its audited financial statements. The agency shall also furnish provisional turn over figures of FY 2019-20 duly certified by CA/CS/Statutory auditor. |
| 20 | Page 28-30, Evaluation of Technical Bids - Technical Bid evaluation criteria<br><br><ul style="list-style-type: none"> <li>Proven track record in handling assignments of similar nature / domain:</li> </ul> <p>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 respect of similar projects undertaken in India.</p> <ul style="list-style-type: none"> <li>Experience of higher value contracts</li> </ul> | <ul style="list-style-type: none"> <li>Currently there is very high marking on the subjective portion i.e. A&amp;M and presentation (Total 65 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/ Post graduate in management or engineering graduate).</li> <li>The definition of projects should be made more specific to the scope of work 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, Gol projects/ State schemes (Multiple approvals</li> </ul> | Revised Technical scoring placed below.   |

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|  | <p>Service contracts undertaken of value not less than Rs.20 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.</p> <ul style="list-style-type: none"> <li>• Length of experience</li> <li>• 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 calibre to be placed)] in terms of no. of employees on board for deputation on the proposed assignment.</li> </ul> | <p>within same engagement will be considered as a separate project)</p> <p>Less than 10 projects – 2 marks<br/> 10-15 projects – 5 marks<br/> 15-20 projects – 8 marks<br/> More than 20 projects – 10 marks</p> <p>Experience of working as Project Management Consultants (PMC) for State Governments in developing MSME agenda/MSME facilitation through programs and schemes Completed/on-going maximum 2 credentials may be submitted (Minimum Project value (Consultancy fees) of INR 2 Crores). Each credential to be awarded maximum 2.5 Marks; where consultant’s core team size is:<br/> Upto 2 fulltime resources – 0.5 Mark<br/> More than 2 &amp; up to 5 fulltime resources - 1 Mark<br/> More than 5 fulltime resources – 2.5 marks</p> <ul style="list-style-type: none"> <li>• It is proposed that criteria for evaluation be modified to include turnover from Government consulting instead of length of experience.</li> </ul> <p>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> <p>10-15 Cr – 2 marks<br/> 15-50 Cr – 3 marks<br/> Above 50 Cr – 5 marks</p> |  |
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|    |  | <ul style="list-style-type: none"> <li>To deliver the project on a pan India scale, it is required that the firm is capable of mobilizing at least 30 resources so that deployment can happen without any delays. (Total 13 states).</li> </ul> <p>Accordingly, marking criteria can be modified as below;</p> <p>At least 10 employees (aligned to scope) on board<br/> More than 10 and upto 20 employees (aligned to scope) on board<br/> More than 20 and upto 30 employees (aligned to scope) on board<br/> More than 30 employees (aligned to scope)</p> |           |
| 21 | <p>Page 13 – Clause 4.13.7 - Information to Bidders</p> <p>The 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. The allotment of pockets shall be carried out on the basis of techno-commercial score for each individual pocket. Accordingly, one or more agency may be appointed in different pockets.</p> | <p>For better synergies between various state PMUs (aligned to realizing envisioned project outcomes) and lesser transaction cost for SIDBI, it is recommended that bidders be allowed to submit bids only for all the pockets together. This proposition also helps firms to offer competitive rates given scale of the project. Therefore we would suggest combining all states together or making only 2 pockets covering North and South India each. Therefore restricting it to maximum 1-2 firms for better coordination and project management.</p>     | No change |
| 22 | <p>Page 42, Clause 19 - Indemnity</p> <p>The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees)</p>  | <p>We would request to remove this clause as EY has a professional indemnity insurance. This is not required.</p>  | No change |

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|    | relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:  |   |           |
| 23 | <p>Page 47, Clause 19.30.8.6 - Confidentiality</p> <p>The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.</p>   | <p>Typically there is a period of confidentiality which has to be maintained. We would therefore suggest to revise the clause as follows –</p> <p>“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.”</p>  | No change |
| 24 | <p>Page 44, Clause 19.29 – 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 such damages. The aggregate liability of bidder / service provider, arising at any time shall not exceed the total contract value.</p> | <p>We request the addition of the following clause –</p> <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 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.”</p> | No change |

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| 25 | <p>Page 18, Clause 9(i) – Terms and conditions for resources/executives<br/>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 and 4th Saturday of each month<br/>2. Request clarification regarding whether onsite team would be following the holiday list of SIDBI or EY holidays.</p> | <p>The clause stands modified as:<br/><br/>The work shall be done on all working days (Monday to Saturday). Onsite team would be following the holiday list as per guidelines of extant NI Act. 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> |
| 26 | <p>Page 23, Clause 12, S.No.2 – Quarterly Work Plan and Page 24, Clause 15 (a) – Payment Terms and Conditions</p> <p>Clause 12 - Quarterly work plan must be approved and submitted with the approved Monthly Status Report for release of payment by SIDBI.</p> <p>Clause 15 - 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>We request the modification of the clause to -<br/>"Consultant would raise monthly invoices based on actual deployment of resources during the period of engagement."</p>   | <p>Clause 12 – No change</p> <p>Clause 15 stands modified as:<br/><br/>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.</p>  |
| 27 | <p>Page 8, Earnest money deposit / bid security, 4.2.1<br/>All the responses must be accompanied by a refundable interestfree security</p>   | <p>Request clarification regarding whether if the firm bids only for few pockets and not all the pockets, will the EMD amount remain the same? If different EMD amount, then what is the EMD amount for</p>  | <p>No change.<br/><br/>Please refer 4.3, page 9 - Public Procurement Policy for MSEs.</p>  |

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|    | deposit / EMD of amount of Rs.11,18,000/- (Rupees Eleven lakh eighteen thousand only).   | <p>each pocket.<br/>Exemption from payment of Bid/Tender Processing Fee, Earnest Money Deposit may please be allowed. As per the Special Provisions for <u>Micro and Small Enterprises (MSEs)</u>: MSEs registered with the agencies are exempted from the payment of RFP/bidding document fee. MSEs registered with the agencies are exempted from deposit of Proposal/Bid Security.</p> <p>MSE registered with any of the following agencies are also exempted from the payment of EMD- District Industries Centers; Khadi and Village Industries Commission; Khadi and Village Industries Board; Coir Board; National Small Industries Corporation; Directorate of Handicraft and Handloom; 'Udyog Aadhar' – The Online Portal of MSME or Any other body specified by Ministry of MSME.</p> |            |
| 28 | <p>Page 18,<br/>Resources (executives) to be deployed by the bidder on full time basis, 9.(iii)</p> <p>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.</p> | We would request to remove this clause, EY as a professional services firm, it has its own recruitment procedures and protocols to follow which will ensure proper background check of the deployed candidates.  | No change  |
| 29 | Page 26, Evaluation methodology & award of contract, Evaluation Process, 18.1.4 Normalization - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised  | As discussed it was clarified in pre bid meeting, that there will be no change in the bids, once the financials are opened   | No change. |

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|    | bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.  |  |   |
| 30 | Page 42, Audit, 19.26.1<br>The bidder shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. | We request the modification of the clause to - "The bidder shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities and grant unrestricted right to inspect and audit only the deliverables/ work products related to project."<br><br>As a LLP firm, we will not be able to provide books and accounts for inspection or audit purposes as the data is highly confidential. | The clause stands modified as:<br><br>The bidder shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to this particular assignment. |
| 31 | Clause 14, page 24- The cost is fixed for 2 years and only 5% escalation in 3rd years  | We request you to kindly consider 10 % increment in the price post the completion of two years owing to market trend and inflation.  | No change   |
| 32 | Clause 16, page 25 – Penalty   | Kindly specify the penalty clause as it is not specified in the RFP.   | Shall be decided mutually at the time of contract signing.  |
| 33 | Revised Annexure VIII – Commercial bid format placed below.  |  |   |
| 34 | Pages -28/30 –Revised Technical Bids Evaluation Criteria – Placed below  |  |   |



**Particulars for Selection of Agency for deployment of Project Management Units 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**

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

Date:

Deputy General Manager  
Small Industries Development Bank of India  
Promotion & Development Vertical  
3<sup>rd</sup> Floor, Atma Ram House, 1 Tolstoy Marg,  
Connaught Place, New Delhi - 110001

We hereby offer to submit our request for Selection of agency for deployment of Project Management Units 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.T002194550 dated March 12, 2020. We have read and understood the content of RfP. We unconditionally accept & abide by the terms & conditions specified therein.

**Commercial Bid for Pocket\* No.\_\_\_\_(States / UTs covered in the pocket)**

**(to be submitted on letter head, in a separate envelope for each pocket and envelope duly labelled with Pocket Number)**

| Sl. No. | Particulars                                   | Number (Qty) | Amount (Rs.) for 2 years |
|---------|---|--------------|--------------------------|
| 1       | PMU Managers to be placed / deployed          |              |                          |
| 2       | Business Analysts / Associates to be placed / |              |                          |

|   |   |  |  |
|---|---|--|--|
|   | deployed  |  |  |
| 3 | Project management unit fee for the agency as per scope of work for 24 months |  |  |
| 4 | <b>\$Total cost (exclusive of all taxes)</b>                                  |  |  |
| 5 | <b>Taxes (specify details)</b>  |  |  |
| 6 | <b>Total cost (inclusive of all taxes)</b>                                    |  |  |

*\*for pocket details, please refer above.*

**\$ Commercial evaluation shall be carried out on total cost for 2 years (exclusive of all taxes)**

**PI. Note - In case if for any pocket less than 3 commercial bids are received then process shall not be taken forward for that particular pocket.**

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 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 black list and debar), without any prior intimation to me/us.

Date:

Designation/Seal of Agency

Signature of authorized person for and on behalf

**REVISED TECHNICAL BIDS EVALUATION CRITERIA –AGENCY FOR SETTING UP PMUs**

Each agency having credentials as stated in the scope of work will get marks as given below in the table:

| Sl. No.  | Details required/Parameters on which Bidder will be scored  | Scores assigned | Maximum Score |
|----------|---|-----------------|---------------|
| <b>A</b> | <b>Bidder Credentials</b>   |                 |               |
| <b>1</b> | <b>Length of experience:</b> 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.  |                 | <b>10</b>     |
|          | Experience of at least 3 years and upto 4 years (with minimum 1 year of government consulting)  | 4               |               |
|          | Experience of more than 4 years and upto 6 years (with minimum 2 year of government consulting)   | 6               |               |
|          | Experience of more than 6 years and upto 8 years (with minimum 3 year of government consulting)   | 8               |               |
|          | Experience of more than 8 years (with minimum 4 year of government consulting)  | 10              |               |
| <b>2</b> | <b>Proven track record in handling assignments of similar nature / domain:</b> Both completed and ongoing projects taken up from April 01, 2015 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 respect of similar projects undertaken in India. |                 | <b>10</b>     |
|          | Less than 3 projects  | 0               |               |
|          | 3 projects  | 3               |               |
|          | More than 3 projects and upto 5 projects  | 5               |               |
|          | More than 5 projects and upto 7 projects  | 7               |               |
|          | More than 7 projects  | 10              |               |
| <b>3</b> | <b>Experience of higher value contracts:</b> Service contracts undertaken of value not less than Rs. 1 crore each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2015 till date of RfP.   |                 | <b>5</b>      |
|          | Less than 3 projects  | 0               |               |
|          | 3 projects  | 2               |               |
|          | More than 3 projects and upto 5 projects  | 3               |               |
|          | More than 5 projects and upto 7 projects  | 4               |               |
|          | More than 7 projects  | 5               |               |

|   |   |   |    |
|---|---|---|----|
| 4 | <b>Average annual turnover of the bidder during last three FYs</b> [i.e. financial years 2016-17, 2017-18 & 2018-19 as per its audited financial statements]. The bidder shall also furnish provisional annual turnover figures of FY 2019-20 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 2018-19. |   | 5  |
|   | Rs.10 crores to Rs.15 crores  | 1 |    |
|   | Above Rs.15 crores to Rs.25 crores  | 2 |    |
|   | Above Rs.25 crores to Rs.50 crores  | 3 |    |
|   | Above Rs.50 crores  | 5 |    |
| 5 | <b>Capability:</b> Relevant experience of Team Leader to be assigned by the Service Provider for carrying-out and managing the project.   |   | 5  |
|   | Less than 3 years   | 0 |    |
|   | 3 years or more but less than 5 years   | 2 |    |
|   | 5 years and upto 7 years  | 3 |    |
|   | 7 years and upto 10 years   | 4 |    |
|   | More than 10 years  | 5 |    |
| 6 | <b>Readiness with resources for the PMUs</b> [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 calibre to be placed)] in terms of no. of employees on board for deputation on the proposed assignment.   |   | 5  |
|   | At least 5 employees (aligned to scope)on board   | 1 |    |
|   | More than 5 and upto 10 employees (aligned to scope)on board  | 2 |    |
|   | More than 10 and upto 12 employees (aligned to scope)on board   | 3 |    |
|   | More than 12 and upto 15 employees (aligned to scope)on board   | 4 |    |
|   | More than 15 employees (aligned to scope) on board  | 5 |    |
| 7 | <b>Approach and methodology adopted</b> in response to the RfP in terms of completeness of response, exhaustiveness, depth of analysis exhibited and timelines and deliverables.  |   | 30 |
|   | Understanding of the scope of the engagement  | 5 |    |
|   | Knowledge and consulting inputs brought in by the service provider relevant to the programme  | 5 |    |
|   | Overview of the process and approach and methodology proposed   | 5 |    |
|   | Key deliverables identified, timelines and action outlined  | 5 |    |
|   | Proposed team structure, frequency of reviews, framework for performance evaluation of deputed personnel and escalation mechanism   | 5 |    |

|                    |   |   |            |
|--------------------|---|---|------------|
|                    | Specific suggestions to make the project more effective and impactful   | 5   |            |
|                    | <b>Sub Total (A)</b>  |   | <b>70</b>  |
| <b>B</b>           | <b>Presentation on Proposed Plan, Proof of Concept and Roll out strategy</b>  | Date and time for the presentation shall be advised on later date | <b>30</b>  |
|                    | 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) |   |            |
| <b>Grand Total</b> |   |   | <b>100</b> |

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