

CORRIGENDUM (Dated 30/10/2020)

Tender No. - T002246643 dated October,12, 2021

Subject: Appointment of project management consultant (PMC) for facilitating implementation of SIDBI Cluster Development Fund (SCDF) scheme

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.

A. The changes proposed in critical information are as hereunder

S.No. क्र.सं.	कार्यक्रम / Events	विवरण/ Particular / दिनांक और समय/ Date & Time
6	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	15 नवम्बर 2021 को प्रातः 11:00 बजे / 15 November 2021 at 11:00 am Only E- bids (over E-mail) to be furnished. No physical bids shall be entertained.
8	न्यूनतम बोली खोलने की तिथि व समय / Date & Time of Opening of Minimum Eligibility bid	15 नवम्बर 2021 को अपराह्न 03:00 PM / 15, November 2021 at 03:00 PM

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B. The revised Technical Evaluation parameters are as hereunder				
Sl. No.	Details required/Parameters on which Bidder will be scored	Scores assigned	Proofs to be submitted	Maximum Score
A	Bidder Credentials			
1	<p>Length of experience: Experience of working as PMU / PMC in assisting centre/State Governments/ centre or state related agencies or institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central / state government cluster schemes Only those projects will be considered wherein 'Final Approval' has been accorded by state government or Government of India or governing authority Start-ups registered under start-up India, GoI shall be exempted for criteria of existence as per extant guidelines.</p>		workorder/assignment letter/Sanction letter/work completion letter	5
	Experience of at least 3 years and upto 4 years	2		
	Experience of more than 4 years and upto 6 years	3		
	Experience of more than 6 years and upto 8 years	4		
	Experience of more than 8 years	5		
2	<p>Proven track record in handling assignments of similar nature / domain: assisting centre/State Governments/ centre or state related agencies, institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any government schemes/multilateral agency/FI projects. Only those projects will be considered wherein 'Final Approval' has been accorded by co state government or Government of India or governing authority, during the period from April 01, 2013 till date of RfP.</p>		Sanction letter/work completion letter	10
	1- 3 projects	3* (one mark for each project)		
	4-5 projects	7		
	More than 5 projects	10		

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3	Experience of providing consultancy services to centre/State Departments/ agencies/institutions in leveraging benefits under various Government of India Schemes viz MSECDP, Sfrurti, Leather Cluster etc for Cluster Infrastructure Development / common facilities for MSMEs etc		workorder/assignment letter/Sanction letter/work completion letter	5
	Less than 3 projects	0		
	More than 3 projects and upto 7 projects	3		
	More than 7 projects	5		
4	Experience of higher value contracts: Service contracts undertaken of value not less than Rs.500 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2013 till date of RfP.		under satisfactory implementation certificate /completion letter	7
	1-3 projects	2		
	4-6 projects	5		
	More than 6	7		
5	Capability: Relevant experience of Team Leader cum theme professionals to be assigned by the Service Provider for carrying-out and managing the project.		Supported by CVs	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		

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6	Readiness with resources for the PMC [CV of project resource persons to be shared with technical bid. However, indicative CV of person to be outsourced / proposed to be outsourced for PMC members (person of similar caliber to be placed)] in terms of no. of employees on board for deputation on the proposed assignment.		7
	At least 3 employees (aligned to scope) on board	2	
	More than 3 and upto 5 employees (aligned to scope) on board	3	
	More than 5 and upto 8 employees (aligned to scope) on board	5	
	More than 8	7	
7	Approach and methodology adopted in response to the RfP in terms of completeness of response, exhaustiveness, depth of analysis exhibited and timelines and deliverables.		26
	Understanding of the scope of the engagement	4	
	Knowledge and consulting inputs brought in by the service provider relevant to the programme	4	
	Overview of the process and approach and methodology proposed	4	
	Resource deliverables identified, timelines and action outlined	4	
	Proposed frequency of reviews, framework for performance evaluation and escalation mechanism	4	
	Specific suggestions to make the project more effective and impactful	6	
	Sub Total (A)		65
B	Presentation on Proposed Plan, Proof of Concept and Roll out strategy		35

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	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.	Date and time for the presentation shall be advised on later date		
Grand Total				100

C. Revised Table No 1 as on page 73-75 of RfP

***Table 1** The Location for various areas of engagements as defined at A.1 and A.2 below*

Particulars	SIDBI PMU States (present and Proposed)	Priority Sector Lending Shortfall districts as % of total districts in state and Difficult terrain /emerging /potential states/UTs	Other States and UTs
A1. Helping Hand to State Governments			

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	<ol style="list-style-type: none"> 1. Assam 2. Andhra Pradesh 3. Rajasthan 4. Gujarat 5. Karnataka 6. Haryana 7. Maharashtra 8. Delhi 9. Uttar Pradesh 10. Uttarakhand 11. Tamil Nadu <p>Proposed</p> <ol style="list-style-type: none"> 12. Telangana 13. Jammu & Kashmir and Ladakh 14. Madhya Pradesh 15. Jharkhand 16. Punjab 	<ol style="list-style-type: none"> 1. Jharkhand 2. Tripura 3. Chhattisgarh 4. Nagaland 5. Bihar 6. Arunachal P, 7. Meghalaya 8. Manipur 9. Mizoram 10. Assam 11. Sikkim 12. Himachal Pradesh 13. Jammu & Kashmir and Ladakh 14. Assam 15. Odisha 	<ol style="list-style-type: none"> 1. Dadar and Nagar Haveli 2. Daman and Diu 3. West Bengal 4. Puducherry 5. Kerala 6. Andaman and Nicobar 7. Lakshadweep 8. Goa
Scouting for potentials in various States/UTs and convincing them to take assistance under SCDF	NA	Yes (excluding Assam, Jharkhand and J&K and Ladakh)	Yes
Liasoning between Different State Departments	NA	Yes (excluding Assam, Jharkhand and J&K and Ladakh)	Yes
Stake Holders support for availment under SCDF	NA	Yes (excluding Assam, Jharkhand and J&K and Ladakh)	Yes
A2. Helping Hand to SIDBI			

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Create awareness and dissemination about SCDF	NA	Yes (excluding Assam, Jharkhand and J&K and Ladakh)	Yes
Preliminary assessment of application for In principle Commitment	NA	Yes (excluding Assam, Jharkhand and J&K and Ladakh)	Yes
Assist SIDBI in preparation of Draft Appraisal Note for Financial approval	Yes	Yes	Yes
Assist SIDBI in Convergence, implementation support and monitoring	Yes	Yes	Yes

C. Clarification / modifications w.r.t other Pre-Bid queries

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	Earnest money deposit / bid security, Sl no 2.2 [2.2.2 ; 2.2.4 ; 2.2.5, Page 10 Sl. No. 3.1.3, Pg. No. 6 Format 3N (Pg. No. 63)	EMD to be submitted via electronic transfer, while Format 3N has been provided for the EMD Submission. The format shall be signed by Bank as Guarantors. We will be submitting via online transfer, we understand the format 3N (Bank Guarantee) shall not be required for the purpose. Please confirm.	EMD / BID Security to be submitted 1. Via direct account transfer, details as per Sl. no. 3.1.3, pg. no 6 2. Via Bank guarantee, details as per Sl. no 2.2.6 pg. no 10 3. Format 3 N to be submitted, details as per sl. No. b, pg. 13 4. No Change in EMD amount
2	Technical Evaluation Clause number A2 and A3, Pg. 29 and 30	Clause under point 3 'Experience of providing consultancy services to Centre/State Departments/ agencies/ institutions in leveraging benefits under various Government of India Schemes viz MSECDP,	Refer Section B above

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		<p>SFRURTI, Leather Cluster etc. for Cluster Infrastructure Development / Common Facilities for MSMEs etc.”.</p> <p>This clause is essentially a subset of Clause No. 2 stating that, “Proven track record in handling assignments of similar nature / domain: assisting centre/ State Governments/ centre or state related agencies, institutions in implementation of their Industrial Infrastructure / Common Facility Centre or cluster development projects (hard infrastructure) funded under any central government schemes. Only those projects will be considered wherein ‘Final Approval’ has been accorded by Government of India, during the period from April 01, 2017 till date of RfP.”</p> <p>Accordingly, the clause No. 3 is effectively covered under Clause No. 2. Therefore, Clause No. 3 may be removed from the RFP</p>	
3	<p>Technical Evaluation Clause number A1, A2 and A4, Pg 29 and 30</p>	<p>In point 1, Bidder with experience of more than 8 years has been accorded highest preference. However, later in the points 2 & 4 Projects have been requested from April 01, 2017 onwards.</p> <p>To provide level playing field and equitable criteria for selection, we request to consider the projects from last 8 to 10 Years, required to be furnished under points 2, 4.</p> <p>Further, an agency in existence for 7 years (As per eligibility criteria) would not have executed more than 7 projects, worth more than `500 Lakhs since April 01, 2017 (as per technical evaluation criteria). Since, such infrastructure implementation projects have a long duration of 2 to 3 years.</p>	Refer Section B above.

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		Accordingly, we request to consider 3 to 4 projects, more than ` 500 Lakhs, if the period starts from April 01, 2017 and also allow for ongoing projects. However, we also request for consideration of projects executed prior to April 01, 2017.	
4	Technical Evaluation , Clause No. A 4, Pg. No. 30	Proof to be Submitted: Under satisfactory implementation certificate/ completion Letter. The indicated proof required for the purpose, is difficult to furnish in case of Govt. funded projects We request that, certificate indicating payment against invoices/ self-certification indicating completion should be allowed for the purpose.	Refer Section B above
5	Summary of Costs, Form 4B (Pg. No. 68)/ Team Placement by Consultant, 6 (Pg. No. 72)/ Resource Professionals, 1, a, (Pg. No. 74, 75)	The resources to be placed by the consultant has been mentioned at various places across the RFP as follows: Summary of Costs, Form 4B, Pg. No. 68: As per the form there are 4 types of resources to be deployed: a. Team leader cum Theme Professional - MSME cluster Infra b. Theme Professional – Participative ventures c. M&E manager d. Business Analyst Team Placement by Consultant, Pg. No. 72: a. Theme Professionals - 2 Nos. b. MIS and M&E Expert – 1 No. c. Team to be placed at 7 locations i.e. Ahmedabad, New Delhi, Chennai, Hyderabad, Lucknow, Mumbai, Guwahati Resource Professionals to be deployed by the Bidder on full time basis, Pg. No. 74, 75: a. Team Leader cum Theme Professional -MSME cluster Infra	Understanding of bidder is correct, except following 1. Team Lead – 0- No separate team leader to be placed, two number of theme professionals at sl. No. 2 shall function as team leader cum theme professionals. 2. Theme Professional – 2 3. M&E – 1 4. Business Analysts – 7, Total deployment- 10

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		<p>b. Theme Professional – Participative ventures c. M&E manager (to be stationed at Delhi) d. Business Analystist to be placed at Regional locations</p> <p>Our understanding for resourcing from these clauses in the document is as follows:</p> <ol style="list-style-type: none"> 1. Team Lead - 1 2. Theme Professional – 2 3. M&E – 1 4. Business Analysts - 7 <p>Please confirm, if our understanding of the resourcing required for the project is correct. If not, then please confirm the number of resources required for each category and their deployment city.</p>	
6	Resource Professionals, 1, a, (Pg. No. 74, 75)	<p>The profile for Team Leader Cum Theme Professional – MSME Cluster Infra specifies that, “Out of the total 10 years’ experience, implemented/supervised at least 10 projects (each of more than ` 50.0 cr. outlay) in last 5 years.”</p> <p>A resource with minimum 10 years of work experience and having implemented/supervised at least 10 projects (each of more than ` 50.0 cr outlay) in last 5 years is extremely rare considering the project duration for large scale infrastructure projects.</p> <p>In light of the practical scenario we request for modification of this clause to a resource having experience of at least 3 projects (each of more than ` 50.0 Cr outlay) in last 10 years.</p>	<p>For both Theme Professionals i.e clause number a & b, page number 75, the clause stands partially modified as</p> <p>Profile : Team Leader cum Theme Professional -MSME cluster Infra</p> <ul style="list-style-type: none"> • B. Tech / B.E. in civil/mechanical/production/architecture/ electrical or aligned streams. • Should have minimum 10 years’ experience of working in Industrial Hard Infrastructure (setting up/ upgradation) projects preferably in MSME clusters • Out of the total 10 years’ experience, implemented / supervised atleast 03 projects (each of more than ` 50.0 cr outlay) in last

			<p>10 years.</p> <ul style="list-style-type: none"> • Should have excellent project leadership and team building capabilities, solution design and milestone-based project management skills preferable. <p>Profile : Theme Professional – Participative ventures</p> <ul style="list-style-type: none"> • B. Tech / B.E/ MBA (finance)/ or equivalent / additional qualification in project management domains • Should have minimum 10 years' experience of working in MSME domain, PPP, Social Infrastructure projects preferably in MSME clusters • Out of the total 10 years' experience, implemented/supervised atleast 03 projects (each of more than ` 50.0 cr outlay) in last 10 years • Experience in the areas of MSME development initiatives, State level assessing/implementing Bank/Fin-products, cluster mapping /implementation and other specific areas relevant in terms of TOR will be preferred.
7	Format 3M - CV for Proposed Staff (Pg. No. 60)	Format 3M - CV for Proposed Staff The format requires providing the information about a resource's professional experience as per the requirements listed under Annexure 2-1 .	Typographical error - the information about a resource's professional experience as per the requirements listed under Table at Sl. No. 1 a, b,c,e (to be read as d) as at page number 75 and 76 of RfP may be submitted.

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		Since, Annexure 2-1 is not available in the document, we request for sharing the relevant missing information.	
8	Terms and Conditions for Payment, 4.7.3 5 th Bullet Point (Pg. No. 94)	<p>It has been mentioned that, “in case of time extension, SIDBI shall not be liable for any extra financial commitment due to such extension of time.”</p> <p>Please clarify, the context of the provision of this clause.</p>	<p>In case of time extension, SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Consultant would be required to extend the validity period of the performance guarantee accordingly.</p> <p><i>In case successful bidder is not able to complete the assignment within committed timelines, SIDBI shall not be liable to pay any extra amount for extra time put in by the successful bidder. Further, bidder shall be required to extend validity of performance guarantee to cover the extension period.</i></p>
9	Financial Proposal- NA	In case of extension of the contract after completion of 24 months, we request for including a clause for escalation of the fee on mutually agreed terms.	<p>Following clause shall be added in section 6 :-</p> <p>The agency is being engaged initially for a period of 2 years (24 months) from the date of placement of PMC with provision for extension by upto further one year (12 months) on same terms and conditions, subject to, inter alia, success/progress in the project including PMCs, periodic reviews and performance of Agency & PMC being found satisfactory. Such placement shall be based on extant procurement guidelines of SIDBI at time of extension.</p> <p>Please note, however, it is indicative format of agreement and any specific clause requiring modification on mutually</p>

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			agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI.
10	Resource Qualifications - Theme Professional - Participative ventures, B, Pg. No. 74,	Qualifications and Experience required for the 'Theme Professional - Participative ventures' have not been provided	Defined at sl. no 6 above
11	Sector Experts- NA	<p>We foresee a need for technical experts (on need basis) for the purpose of appraising sector specific DPRs. Since, sector specific technical knowhow would be required for effectively appraising the DPRs received.</p> <p>We suggest for inclusion of provision for engaging such Sector Experts on need basis. We also request for providing the information on process for remuneration if such experts are engaged for their services for effective delivery of assignment</p>	NO CHANGE
12	Preparation of Proposal, 2.20.3, i/ Format 3M Curriculum Vitae (CV) for Proposed Staff (Pg. No. 61)	<p>Preparation of Proposal, Clause No. 2.20.3, i states that, "The Resource Personnel must be full time employee(s) of the firm."</p> <p>However, Format 3M Curriculum Vitae (CV) for Proposed Staff (Pg. No. 61) requires 'Resource Professionals who are not employees of the firm at the time of submission of the proposal' to sign on a declaration for their respective availability to start work on the project, once bidder is selected.</p> <p>We request for confirmation that, if a personnel (not currently employed with bidder) may be nominated as a team member, if he/she is willing to leave the current employer and join the bidder within a stipulated time</p>	<p>The clause stands partially modified as:</p> <p>For Resource Professionals who are not employees of the firm at the time of submission of the proposal, following declaration may be taken:</p> <p>I, <name>, certify that I am willing to leave my present employment and shall be available to start work on this project when notice to start work is issued by SIDBI.</p> <p>Signature of the proposed staff:</p> <p>Undertaking by bidder</p>

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			<p>In case <name>, is not able to join the SIDBI assignment within stipulated time, owing to not getting relived from previous organization/unwillingness/another reason, we shall be liable to provide resource with matching qualification and experience within one week to the satisfaction of SIDBI.</p>
13	<p>Preparation of Proposal - Clause No.2.20.3,iX (Pg. No. 20)</p>	<p>Preparation of Proposal - Clause No. 2.20.3, iX states that, "The projects shown under past experience should be supported with copy of the contract/ work orders along with completion certificate indicating the details of previous assignment completed, bank, value of assignment/ proportionate value in use of projects/ assignment in process date and year of award. Consultant shall self-certify if the firm has done assignments on Non-Disclosure Agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance."</p> <p>We request for a clarification on the statement "past experience should be supported with copy of the contract/ work orders along with completion certificate indicating the details of previous assignment completed, bank, value of assignment/ proportionate value in use of projects/ assignment in process date and year of award"</p> <p>The client is requested to consider either of Work Order or Contract Agreement or Letter of Award or Letter of Intent or Completion Certificate to be eligible for submission.</p> <p>The client is requested to consider Certified Invoice/ Payment receipt statement certified by Chartered Accountant in place of completion certificate,</p>	<p>Partially modified/clarified,</p> <p>To support previous assignment completed , in cases where completion certificate is not available the bidder can give Certified Invoice/ Payment receipt statement certified by Chartered Accountant in place of completion certificate, indicating the details of previous Completed assignments only. Indicating project description, outlay, timelines and agency cost along with details of payment received</p>

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		indicating the details of previous assignment completed, bank, value of assignment/ proportionate value in use of projects/ assignment in process date and year of award	
14	Evaluation of Commercial Bids, Clause No. 2.24, d (Pg. No. 32)	<p>Evaluation of Commercial Bids, Clause No. 2.24 d, States that, "The agency with the lowest commercial bid will be selected for further discussion for finalizing contract for the specific pocket subject to satisfying all the terms and conditions defined in this RfP document."</p> <p>However, since the evaluation is based on QCBS, the clause indicating selection of consultant based on the lowest commercial bid may be removed from the document.</p>	Clause number 2.24 (d) Stands deleted
15	Format for Relevant Past Experience, Format 3E (Pg. No. 46)	<p>Format for Relevant Past Experience, Format 3E: Third bullet in the form beginning states that, "Projects without the proof of experience from respective bank will not be considered." However, bidder's prior client may not be a bank necessarily.</p> <p>Accordingly, this third bullet "Projects without the proof of experience from respective bank will not be considered." may be removed.</p>	<p>Bullet 2 and 3 of format 3E stands modified as :</p> <ul style="list-style-type: none"> ▪ Exhibit only those projects undertaken in the last Eight (8) years, as per minimum eligibility and technical criterion. ▪ Projects without the proof of experience from respective previous clients will not be considered.
16	Form 4B, Summary of Costs, Point 5 and note (Pg. No. 68)	<p>Form 4B, Summary of Costs, Point 5 in the Table requires for the bidder to provide 'Project management fee for the agency as per scope of work for 24 months" and Note on the same page indicates that "It may also mention about its project management fee % vis a vis the resources additionally deployed."</p> <p>Project Management Fee shall be included in the man/month rates for the resources to be deployed</p>	<p>No change, clarified as under:</p> <p><i>"It may also mention about its project management fee % vis a vis the resources additionally deployed. These would not be used for commercial quote evaluation."</i></p> <p>The agency shall be required to quote the rates of professionals and agency management fee in case SIDBI requires to</p>

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		<p>on the project. Since, we cannot estimate precise costing right away as we currently don't have clarity on the exact number of resources required for each type of category for the complete tenure of the project. Accordingly, we request to delete the clause and the line as mentioned above in the note and all costs (inclusive of management fee) to be included in the man month rates.</p>	<p>add the number of professionals. Such addition of professionals on need basis would be on pre-fixed rates as mentioned in financial proposal, however, at time of tender evaluation these rates would not be considered for comparison between bidders.</p>
17	<p>Team Placement by Consultant, Regional Office Team, 3rd Column (Pg. No. 72)</p>	<p>As per the Clause Team Placement by Consultant, Regional Office Team, 3rd Column, "Resource at New Delhi, Chennai, Lucknow to be placed immediately and balance to be positioned within a month of notice."</p> <p>However, it must be noted that in certain cases the resources are sourced from outside the firm and are confirmed only after confirmation of being selected and hired. Therefore, it will be difficult for consulting firm to deploy the resources within a month's time since resources working outside the firm shall have to resign from their existing employment to seek fresh engagement and this process may take upto 3 months. Accordingly, we request for a time of 3 months to be allowed for deployment of such resources.</p>	<p>No change is proposed being a time sensitive assignment.</p>
18	<p>Resource Professionals to be deployed, M&E Manager, C (Pg. No. 75)</p>	<p>As per the document M&E Manager should have</p> <ul style="list-style-type: none"> • At least five years of professional experience in the data analytics which include gathering of data, analysis etc. • 3 years experience of developing M&E framework and overseeing its execution for similar/aligned developmental engagement project. 	<p>No change</p>

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		<p>We feel the M&E Manager should have more experience to be able to handle the project of this scale wherein several stakeholders are involved.</p> <p>Accordingly, we request to increase the minimum relevant experience requirement of M&E Manager.</p>	
19	Terms and conditions for resources/ executives, 2 d, Police verification report (Pg. No. 76, 77	<p>The Clause 2 d states that, "The personnel deployed in by the agency should not have any adverse police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons provided for executing outsourced services. The agency should obtain a Police Verification Report and keep it on record. The Police Verification Report should not be older than 1 year from the date of deployment in the PMU."</p> <p>Agency's internal hiring process is robust and a lot of care is taken in exhaustively checking the hired resource's past records and therefore we request for removal of this clause.</p>	<p>The clause is modified as under:</p> <p>D1. The personnel deployed in by the agency should not have any adverse police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons provided for executing outsourced services. The agency should obtain a Police Verification Report and keep it on record. The Police Verification Report should not be older than 1 year from the date of deployment in the PMC."</p> <p>D2. In case of deployment of existing employees (on full term rolls) agency shall be required to submit an undertaking that due diligence of employee including police verification was undertaken at the time of offer of employment with agency and further, since day to joining services with agency, the employee has no adverse police records/criminal cases against them.</p>
20	Project Location & Travel, Table 2 (Pg. No. 81)	As per the Table 2 on Pg. No. 81, the costs of the travelling and lodging have been fixed for resources.	No Change

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		<p>The project shall require extensive travelling for the resources engaged. Keeping an upper limit on the travelling and lodging costs shall restrict the team leader and other resources to travel to relevant locations as and when required and thus hampering the effective delivery of the project.</p> <p>We request that the Travelling and Lodging costs allowed for the personnel should be kept as per actuals.</p>	
21	Other Conditions, Clause IX (Pg. No. 78) / Termination by SIDBI, Clause No. 2.6.1 (a) (Pg. No. 89)	<p>As per Clause IX, Other Conditions, "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 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."</p> <p>However, As per Clause 2.6.1 (a), "The SIDBI may, by not less than thirty (30) days' written notice of termination to the Consulting Agency , such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.6.1, terminate this Contract."</p> <p>We request for a clarification on the number of days to be made available at the time of Termination.</p>	No change, it is clarified that termination as described at clause number 2.6.1 are under circumstances as defined from sl. no 2.6.1 (a) to (h)
22	Consortium Partners- NA	Please clarify whether the consortium partners' experience would also be considered during Technical Evaluation (as per criteria 2.21.23, Pg. No. 29 to 31) besides the Lead Partner's experience	The overall experience as submitted in case of consortium shall be considered for evaluation.

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23	Tender Value (₹)- NA	<p>The estimated budget of ₹ 3 crore for an estimated effort of approx. 264 man-months leads to approx. ₹ 1.25 lakh per man-month rate as highlighted in the table above.</p> <p>Considering this, the study budget seems to be less. Just to give an example, the pre-negotiated consultancy effort cost / man-month rates between National Informatics Centre Services Inc. ("NICSIS", A Government of India Enterprise under NIC, Ministry of Electronics & Information Technology) and its empaneled consultants is around ₹ 3 lakhs: almost three times the budgeted man-month rate for this study.</p> <p>We request the client to re-consider the tender value of ₹ 3,00,00,000 /-. Please clarify</p>	Tender value shall be determined on QCBS method and cannot be pre-defined at this stage.
24	Critical information (Last date for submission of bids), page no 4, clause no 2	<p>09 November 2021 at 05.00 pm Only E- bids (over E-mail) to be furnished. No physical bids shall be entertained.</p>	Refer Section A above
25	Earnest money deposit / bid security, page no 10, clause no 2.2	<p>All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 3,60,000/- (Rupees Three lakh Sixty thousand only).</p> <p>The client is requested to reduce the EMD amount to ₹ 1,00,000/- (Rupees One lakh only).</p>	No Change
26	Preparation of proposal, Clause number 2.20.3 (i), page 20	<p>The Resource Personnel must be full time employee(s) of the firm We would like to highlight that the modes of recruitment are evolving and nowadays not all the employees are on Full time basis with consultancy firms. Many of the experts prefer to be individual expert consultants and have contractual arrangements with large consultancy firms or other potential clients.</p>	Consultants on contractual agreement with bidder shall be permitted in case supported with valid contract agreement between bidder and professional is attached.

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		<p>In this regard, we request the client to also allow the consultancy firms to position and deploy resources with relevant experience, who are associated with them on contractual arrangement.</p> <p>Please confirm</p>	
27	Preparation of proposal, Clause number 2.20.3 (ix), page 20	<p>The projects shown under past experience should be supported with copy of the contract/ work orders along with completion certificate indicating the details of previous assignment completed, bank, value of assignment/ proportionate value in use of projects/ assignment in process date and year of award. Consultant shall self-certify if the firm has done assignments on Non-Disclosure Agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance.</p> <p>The client is requested to consider either of Work Order or Contract Agreement or Letter of Award or Letter of Intent or Completion Certificate to be eligible for submission.</p> <p>Please confirm.</p>	Ref SI no 13 above
28	Preparation of proposal 2.20.5	<p>Proposals shall be typed and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink.</p> <p>The client is requested to consider electronic / scanned signature of the authorized representative as initials in the technical proposal to be submitted</p>	<p>Modified clause:</p> <p>Proposals shall be typed and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink or affix valid digital signatures.</p>
29	Preparation of proposal 2.20.9 (v)	<p>Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the Resource team member at the proposal stage. However, at the time of contract signing, original signatures of both</p>	<p>Modified as here under:</p> <p>Each page of the CV must be signed in original by the Authorised representative together with original or electronic</p>

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		<p>authorised representative and the Resource Personnel shall be required</p> <p>The client is requested to consider electronic / scanned signature of the authorized representative on each page of the CV.</p>	<p>signature of the Resource team member at the proposal stage. However, at the time of contract signing, original signatures / digital signatures of both authorised representative and the Resource Personnel shall be required.</p>
30	Evaluation Methodology & Award of Contract 2.21.2	<p>We understand that this is a prestigious assignment and the bidder's experience in similar domain shall be crucial.</p> <p>Hence, the client is requested to kindly consider Relative Technical Bid Score with a weightage of 80% and Relative Commercial Bid Score with a weightage of 20%.</p>	No change
31	Minimum Eligibility 2.21.22 (5)	<p>Experience of 5 years working as PMU / PMC in assisting centre/State Governments/ centre or state related agencies/institutions in implementation of their Industrial infrastructure / common Facility centre or cluster development projects funded under any central government schemes. Only those projects will be considered wherein 'Final Approval' has been accorded by state govt or Government of India</p> <p>The client is requested to also consider experience of the bidder working as all forms of PMU / PMC for centre/State Governments/ centre or state related agencies/institutions or multi-lateral banks in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects funded under any central government schemes</p> <p>We would like to highlight that there are instances wherein 'Final Approval' is delayed due to</p>	<p>Partially modified as under:</p> <p>Cases where final approval is delayed, self-declaration supported with Certified Invoice/ Payment receipt statement certified by Chartered Accountant for such projects shall be accepted.</p>

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		<p>dependencies on various other state / central government agencies.</p> <p>In such case, the client is requested to consider completion certification or Certified Invoice/ Payment receipt statement certified by Chartered Accountant for such projects.</p>	
32	<p>Minimum Eligibility</p> <p>2.21.22 (5)</p>	<p>The Consultant should have average annual revenue of at least ` 25 crore in each of the three financial years (i.e., 2018-19, 2019-20 & 2020-21) from consulting services.</p> <p>It is understood that this is a prestigious assignment to be undertaken for an initial period of two years and hence, it is recommended to have bidders that are financially sound to provide Justice to the mandate.</p> <p>Hence, the client is requested to increase the average annual revenue in each of the three financial years (i.e., 2018-19, 2019-20 & 2020-21) from consulting services from ` 25 crore to ` 100 crore.</p>	No change
33	<p>Minimum Eligibility</p> <p>2.21.22 (5)</p>	<p>The Consultant has not been censured/ blacklisted/ banned/ barred/ disqualified/ prohibited by Govt. of India or State Government or any Bank / RBI/ IBA / SEBI/ any regulatory authority or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.</p> <p>The Client is requested to revise the pre-qualification regarding blacklisitng/ debarment. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Further, entities</p>	No change

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		whose blacklisting was subsequently revoked / set aside should also be allowed to participate in the tender process.	
34	Technical Evaluation Clause 2.21.23 Page 29	<p>Length of experience: Experience of working as PMU / PMC in assisting centre/State Governments/ centre or state related agencies or institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central / state government cluster schemes</p> <p>We would like to highlight that there might be several engagements wherein the bidder has assisted centre/State Governments/ centre or state related agencies or institutions or multi-lateral agencies in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects not under any cluster specific central / state government schemes.</p> <p>Hence, the client is requested to kindly allow other schemes / programs / initiatives (such as One District One Product, compete with china, etc.) taken by central / state governments / multi-lateral agencies for cluster development, implementation of industrial infrastructure, common facility centres, etc.</p>	No change

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35	<p>Technical Evaluation Clause 2.21.23 Page 29 and 30</p>	<p>Proven track record in handling assignments of similar nature / domain:</p> <p>Only those projects will be considered wherein 'Final Approval' has been accorded by Government of India, during the period from April 01, 2017 till date of RfP.</p> <p>We would like to highlight that there are instances wherein 'Final Approval' is delayed due to dependencies on various other state / central government agencies.</p> <p>In such case, the client is requested to consider completion certification or Certified Invoice/ Payment receipt statement certified by Chartered Accountant for such projects.</p>	Refer Section B above
36		<p>Proven track record in handling assignments of similar nature / domain:</p> <p>Only those projects will be considered wherein 'Final Approval' has been accorded by Government of India, during the period from April 01, 2017 till date of RfP.</p> <p>We would like to highlight that such projects are multi-year projects (more than 1 year at least) and hence it would be difficult to showcase more than 7 projects in the past 5 years.</p> <p>Hence, the client is requested to kindly extend the duration from April 01, 2017 till date of RfP to April 01, 2011.</p>	

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37		<p>Experience of providing consultancy services to centre/State Departments/ agencies/institutions in leveraging benefits under various Government of India Schemes viz MSECDP, Sfrurti, Leather Cluster etc for Cluster Infrastructure Development / common facilities for MSMEs etc</p> <p>The client is requested to also consider advising private sector clients in leveraging benefits under various Government of India Schemes viz MSECDP, Sfrurti, Leather Cluster etc. for Cluster Infrastructure Development / common facilities for MSMEs etc.</p>	Refer Section B above
38		<p>Experience of providing consultancy services to centre/State Departments/ agencies/institutions in leveraging benefits under various Government of India Schemes viz MSECDP, Sfrurti, Leather Cluster etc for Cluster Infrastructure Development / common facilities for MSMEs etc</p> <p>We would like to highlight that such projects are multi-year projects (more than 1 year at least) and hence it would be difficult to showcase more than 7 projects in the past 5 years.</p> <p>Hence, the client is requested to kindly reduce the requirement from more than 7 projects to more than 5 projects</p>	Refer Section B above
39	<p>Technical Evaluation Clause 2.21.23 Page 29 and 30</p>	<p>Experience of higher value contracts: Service contracts undertaken of value not less than Rs.500 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2017 till date of RfP</p> <p>It is understood that a single project having service extensions with a cumulative value of not less than</p>	Yes, single project value of not less than Rs.500 lakh

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		Rs.500 lakh is eligible for submission and evaluation.	
40	Technical Evaluation Clause 2.21.23 Page 29 and 30	<p>Experience of higher value contracts: Service contracts undertaken of value not less than Rs.500 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2017 till date of RfP</p> <p>It is understood that service contracts undertaken of value not less than Rs.500 lakh each assignment for providing similar services to state / central government or their related agencies/ institutions or multi-lateral agencies / banks are eligible for submission and evaluation.</p>	Same as sl no 39 above and Refer Section B above
41	Technical Evaluation Clause 2.21.23 Page 29 and 30	<p>Experience of higher value contracts: Service contracts undertaken of value not less than Rs.500 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2017 till date of RfP.</p> <p>We would like to highlight that such projects are multi-year projects (more than 1 year at least) and hence it would be difficult to showcase more than 7 projects in the past 5 years, each with a service contract value of not less than ` 500 lakh.</p> <p>Hence, the client is requested to kindly extend the duration from April 01, 2017 till date of RfP to April 01, 2011.</p>	Refer Section B above

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42	Eligibility and Technical Proposal - Standard forms Section 3, page 35	Format 3H: Format of Power of Attorney for Authorised Representative The client is requested to also consider Board Resolution to be eligible for submission, authorizing the authorized representative	No change
43	Form 3C Page 39	Declaration: Not penalized or Found Guilty in any Court of Law The Client is requested to allow us to submit the blacklisting declaration based on the present status of our blacklisitng / debarment as on date of submission of the bid.	No change
44	Format 3d Pre contract integrity pact Clause no 2.12, page 42	<p>If the CONSULTANT or any employee of the CONSULTANT or any person acting on behalf of the CONSULTANT, either directly or indirectly, is a relative of any of the officers of the ISSUING AUTHORITY, or alternatively, if any relative of an officer of the ISSUING AUTHORITY has financial interest/stake in the CONSULTANT's Consultant, the same shall be is closed by the CONSULTANT at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956</p> <p>We understand that this declaration pertains to confirmation wrt related party transaction u/s 188 of the Companies Act, 2013. We understand that the related party provisions however do not apply when a transaction is carried out in the ordinary course of business at an arm's length price and this holds true even when parties are related to each other. Given that this is a tender situation, we submit that this is not a non-arm's length price / transaction. Hence, we request you to kindly consider making the requirement of giving such related party confirmation/ declaration non-mandatory or removing it from the declarations.</p>	The clause is pertaining to definition of "relative" as defined in Section 6 of the Companies Act 1956.

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45	Form 4B Summary of Costs, page 68	We request the client to pre-define Number (Qty) of resources in Form 4B.	Quantity as defined as SI no 5 above
46	Helping Hand to State Governments Clause 3.1 (1), page 70	<p>This includes pitching for SCDF to State Governments, Disseminating information about guidelines, modalities. Identification of potential State, projects/areas/schemes aligning to SCDF</p> <p><i>It is understood that carrying out these interactions may require significant support from the client.</i></p> <p><i>Hence, the client is requested to nominate a nodal officer from different functional areas who will be responsible for providing the inputs required by the consultants</i></p>	The agency has to devise its own implementation strategy. However, SIDBI shall extend helping hand wherever possible.
47	Helping Hand to State Governments Clause 3.1 (1), page 70	<p>The consultant would assist State Government to undertake a rapid study to validate and develop preliminary project reports containing profile of the projects with supporting data and details for each project.</p> <p><i>We request the client to specify indicative number of preliminary project reports to be prepared by the consultant in a particular state, considering deployment of only one business analyst at each regional location.</i></p> <p><i>We understand that a given point of time the business analyst might not be able to work upon multiple such reports.</i></p>	Such requirement would be need specific as and when required by state governments [ref table 1 on page 73 and 74 revised at Section C above] , such projects reports shall be capped to 3 reports per annum per state/UT.
48	Helping Hand to State Governments Clause 3.1 (1), page 70	The consultant would assist State Government to undertake a rapid study to validate and develop preliminary project reports containing profile of the projects with supporting data and details for each project.	Already in built. Pls. refer Form 4B, Summary of Costs, Point 5 and note (Pg. No. 68) and SI No 16 above

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		<i>Basis to the workload in a particular state, we request the client to have a provision in the RFP using which it might be able to increase the number of resources on the project or in a particular state location.</i>	
49	Helping Hand to State Governments Clause 3.1 (1), page 70	The consultant would assist State Government to undertake a rapid study to validate and develop preliminary project reports containing profile of the projects with supporting data and details for each project <i>These reports may not be as detailed as Detailed Project Reports (DPRs), since there might be certain technical engineering studies which the management consultancy firm doesn't possess</i>	The agency has to devise its own implementation strategy.
50	Helping Hand to State Governments Clause 3.1 (1), page 70	The consultant would assist State Government to undertake a rapid study to validate and develop preliminary project reports containing profile of the projects with supporting data and details for each project. <i>It is understood that this scope of work requires inputs from the client and various functional department. Hence, the client is requested to support the consultant in providing / facilitating such inputs apart from consultant's efforts of getting such inputs from publicly available data and studies.</i>	The agency has to devise its own implementation strategy. However, SIDBI shall extend helping hand wherever possible.
51	Helping Hand to State Governments Clause 3.1 (1), page 70	Liasoning between Different State Departments <i>It is understood that the consultant will not represent the client or make any decisions on behalf of the client nor ratify/ advocating those made by the client.</i>	True in literal meaning

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52	Helping Hand to State Governments Clause 3.1 (1), page 70	Liasoning with technical or other consultants outsourced or empaneled by SIDBI <i>It is understood that the consultant will not represent the client or make any decisions on behalf of the client nor ratify/ advocating those made by the client.</i>	True in literal meaning
53	Helping Hand to SIDBI Clause 3.1 (2), page 71	Preliminary assessment of applications for In Principle Commitment: The Consultant shall carry out preliminary assessment of application / project and shall prepare the priority matrix for each project. The consultant shall facilitate the consent of concerned State government on the priority matrix and SIDBI shall give it go ahead for in-principle coverage. <i>It is understood that the consultant shall be providing broad based advisory inputs on preliminary assessment of applications and shall not provide any certificate on verification/ analysis undertaken.</i> <i>For verification of statutory certificates, we understand that the client shall separately hire a statutory auditor.</i> <i>Also, for any kind of technical verification (for e.g., whether the proposed cost or other project parameters like land, manpower, etc., are in line with market standards or not.), we understand that the client shall separately hire industry experts / technical verification agencies.</i>	The preliminary assessment of applications for In Principle Commitment primarily means validating the applications with extant scheme guidelines.
54	Helping Hand to SIDBI Clause 3.1 (2), page 71	Preliminary assessment of applications for In Principle Commitment: The Consultant shall carry	True in literal meaning

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		<p>out preliminary assessment of application / project and shall prepare the priority matrix for each project. The consultant shall facilitate the consent of concerned State government on the priority matrix and SIDBI shall give it go ahead for in-principle coverage.</p> <p><i>It is understood that the role of the consultant shall be to provide only advisory support and its inputs shall be advisory in nature. The consultant will neither make any decisions on behalf of the client nor ratify/ advocating those made by the client.</i></p>	
55	Helping Hand to SIDBI Clause 3.1 (3), page 71	<p>Assist SIDBI in preparation of Draft Appraisal Note for Financial approval: Place professionals with its loan processing cells and or identified teams. It shall facilitate preparation of draft for appraisal, mapping information furnished in application forms, DPRs etc. both for SCDF and MSECDP or any other hard infra-aligned cluster scheme. It shall assist in pre and post sanction visits including assisting respective Regional/branch office in disbursement or any aligned activity. Also, it shall assist in follow up for additional information if required with State Governments.</p> <p><i>It is understood that the role of the consultant shall be to provide only advisory support and its inputs shall be advisory in nature. The consultant will neither make any decisions on behalf of the client nor ratify/ advocating those made by the client for disbursement or any aligned activity</i></p>	True in literal meaning
56	Helping Hand to SIDBI Clause 3.1 (4), page 71	Assist for release of disbursements under SCDF: The Consultant shall facilitate and assist SIDBI for	True in literal meaning

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		<p>completion of all necessary documentation to facilitate timely release of funds sanctioned under SCDF</p> <p><i>It is understood that the consultant shall be providing broad based advisory inputs to facilitate and assist SIDBI for completion of all necessary documentation.</i></p> <p><i>The consultant shall not be managing/regulating client's funds or be accountable/held responsible for any fund management activities.</i></p>	
57	Helping Hand to SIDBI Clause 3.1 (4), page 71	<p>Assist for release of disbursements under SCDF: The Consultant shall facilitate and assist SIDBI for completion of all necessary documentation to facilitate timely release of funds sanctioned under SCDF</p> <p><i>It is understood that the consultant shall be providing broad based advisory inputs to facilitate and assist SIDBI for completion of all necessary documentation.</i></p> <p><i>The consultant shall not be managing/regulating client's funds or be accountable/held responsible for any fund management activities.</i></p>	True in literal meaning
58	Helping Hand to SIDBI Clause 3.1 (4), page 71	<p>Assist for release of disbursements under SCDF: The Consultant shall facilitate and assist SIDBI for completion of all necessary documentation to facilitate timely release of funds sanctioned under SCDF</p>	True in literal meaning

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		<p><i>To ensure timely release of funds sanctioned requires involvement of multiple government stakeholders.</i></p> <p><i>Hence, it is understood that the consultant's role shall be limited to coordination with the stakeholders and not ensuring release of funds sanctioned under SCDF.</i></p>	
59	Helping Hand to SIDBI Clause 3.1 (4), page 71	<p>Assist for release of disbursements under SCDF: The Consultant shall facilitate and assist SIDBI for completion of all necessary documentation to facilitate timely release of funds sanctioned under SCDF</p> <p><i>It is understood that the consultant shall not correspond or interact with third parties on behalf of/representing the client. Any such correspondence should ideally be routed through the client and should be as per the directions and with the involvement of the client.</i></p>	True in literal meaning
60	Helping Hand to SIDBI Clause 3.1 (5 .i), page 71	<p>Convergence: the consultant shall help align SIDBI SCDF to other Central and State Government schemes. The consultant shall also assist the beneficiaries / State Government through SIDBI for dovetailing of support schemes of the Government /Ministries/Agencies</p> <p><i>It is understood that the consultant shall not correspond or interact with third parties on behalf of/representing the client. Any such correspondence should ideally be routed through the client and should be as per the directions and with the involvement of the client.</i></p>	<p>True in literal meaning</p> <p>The agency has to devise its own implementation strategy</p>

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61	Helping Hand to SIDBI Clause 3.1 (5 .ii), page 71	<p>Development of Dashboard (MIS to be integrated over SIDBI systems) – the consultant shall develop the MIS tool (preferably over excel in formats compatible for upload over web dashboard) to monitor the real time progress of projects considered for support by the states. The nodal points shall be responsible for feeding the data on periodic basis. The SIDBI and nominated partners shall have complete rights to view the progress. Web Integration shall be responsibility of SIDBI</p> <p><i>It is understood that the consultant will provide broad inputs for development of the dashboard and not be responsible for complete integration and implementation of the MIS software.</i></p> <p><i>Please confirm.</i></p>	<p>True in literal meaning</p> <p>The agency has to devise its own implementation strategy</p>
62	Helping Hand to SIDBI Clause 3.1 (5 .iii), page 71	<p>Project Monitoring Support: The consultant may be required to carry out field visits on need basis to monitor the on-ground performance / progress (payments shall be on actuals as approved by SIDBI for such visits).</p> <p><i>We request the client to kindly remove this requirement from the consultant's scope of work as the requested team doesn't have a technical expert who can vet physical progress of such projects.</i></p> <p><i>The client may consider separately appointing an independent technical engineer for such physical verification of such projects.</i></p>	<p>No Change, the visits shall be on need basis and shall be supported by SIDBI officials/consultants etc</p>

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63	Team Placement by Consultant Clause 6, page 72	<table border="1"> <thead> <tr> <th data-bbox="766 306 958 336">Location</th> <th data-bbox="958 306 1326 336">Catering to states</th> </tr> </thead> <tbody> <tr> <td data-bbox="766 336 958 403">Ahmedabad</td> <td data-bbox="958 336 1326 403">Rajasthan, Gujarat, Daman &Diu</td> </tr> <tr> <td data-bbox="766 403 958 539">New Delhi</td> <td data-bbox="958 403 1326 539">J&K and Ladakh, Delhi, Haryana, Punjab, Uttarakhand, Himachal Pradesh</td> </tr> <tr> <td data-bbox="766 539 958 639">Chennai</td> <td data-bbox="958 539 1326 639">Karnataka, Tamil Nadu, Kerala, Puducherry, Lakshadweep</td> </tr> <tr> <td data-bbox="766 639 958 770">Hyderabad</td> <td data-bbox="958 639 1326 770">Odisha, Jharkhand, Chhattisgarh, Andhra Pradesh, Telangana, Andaman Nicobar,</td> </tr> <tr> <td data-bbox="766 770 958 970">Lucknow</td> <td data-bbox="958 770 1326 970">Uttar Pradesh, Bihar, Madhya Pradesh, West Bengal, Assam, Sikkim, Arunachal Pradesh, Nagaland, Manipur, Meghalaya, Tripura</td> </tr> <tr> <td data-bbox="766 970 958 1037">Mumbai</td> <td data-bbox="958 970 1326 1037">Maharashtra, Dadar and Nagar Haveli, Goa</td> </tr> <tr> <td data-bbox="766 1037 958 1131">Guwahati</td> <td data-bbox="958 1037 1326 1131">Supporting NER states and reporting to Lucknow</td> </tr> </tbody> </table>	Location	Catering to states	Ahmedabad	Rajasthan, Gujarat, Daman &Diu	New Delhi	J&K and Ladakh, Delhi, Haryana, Punjab, Uttarakhand, Himachal Pradesh	Chennai	Karnataka, Tamil Nadu, Kerala, Puducherry, Lakshadweep	Hyderabad	Odisha, Jharkhand, Chhattisgarh, Andhra Pradesh, Telangana, Andaman Nicobar,	Lucknow	Uttar Pradesh, Bihar, Madhya Pradesh, West Bengal, Assam, Sikkim, Arunachal Pradesh, Nagaland, Manipur, Meghalaya, Tripura	Mumbai	Maharashtra, Dadar and Nagar Haveli, Goa	Guwahati	Supporting NER states and reporting to Lucknow	No Change, travel expenses shall be as per table 2, page 81
Location	Catering to states																		
Ahmedabad	Rajasthan, Gujarat, Daman &Diu																		
New Delhi	J&K and Ladakh, Delhi, Haryana, Punjab, Uttarakhand, Himachal Pradesh																		
Chennai	Karnataka, Tamil Nadu, Kerala, Puducherry, Lakshadweep																		
Hyderabad	Odisha, Jharkhand, Chhattisgarh, Andhra Pradesh, Telangana, Andaman Nicobar,																		
Lucknow	Uttar Pradesh, Bihar, Madhya Pradesh, West Bengal, Assam, Sikkim, Arunachal Pradesh, Nagaland, Manipur, Meghalaya, Tripura																		
Mumbai	Maharashtra, Dadar and Nagar Haveli, Goa																		
Guwahati	Supporting NER states and reporting to Lucknow																		
		<p><i>We understand that the Business Analysts and other resources might be required to travel at multiple locations since each base location is having a coverage area of a minimum 3 states to a maximum of 11 states.</i></p>																	

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		<p><i>Estimating the number of trips required and according the resultant Out of Pocket Expenses for the same is very difficult at this stage.</i></p> <p><i>Hence, we request the client to:</i></p> <p align="center"><i>a) Exclude Out of Pocket expenses from the financial quote of this proposal</i></p> <p><i>Have an internal travel desk which manages travel related bookings for the consultant's team</i></p>	
64	Team Placement by Consultant Clause 6, page 72	<i>We request the client to clarify whether deployment of Business Analysts at the regional locations would be at client's regional offices or the consultant's office.</i>	Wherever possible, placement shall be at SIDBI office, in other cases shall be at consultant's locations
65	Resource Professionals to be deployed by the Bidder on full time basis page 75	<p>Team Leader cum Theme Professional -MSME cluster Infra:</p> <p>Out of the total 10 years' experience, implemented/supervised at least 10 projects (each of more than Rs 50.0 Cr outlay) in last 5 years.</p> <p><i>We would like to highlight that it would be difficult to showcase at least 10 projects (each of more than Rs 50.0 Cr outlay) in last 5 years.</i></p> <p><i>Hence, the client is requested to allow to showcase at least 10 projects whose cumulative outlay shall be ` 500 Cr.</i></p>	As per SI no 6 above
66	Resource Professionals to be deployed by the Bidder on full time basis page 75	<p>M&E manager (to be stationed at Delhi):</p> <p>He/ She should have worked in the development sector and should have a relevant work experience in MSME domain.</p>	<p>The Clause stands modified as hereunder:</p> <p>Graduate degree in Management/Engineering streams/ /Economics / Statistics or any relevant stream.</p> <p><input type="checkbox"/> At least five years of professional</p>

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		<p><i>The client is requested to also consider experience of working in the industrial development, infrastructure development, industrial corridor (with focus on MSME cluster development).</i></p>	<p>experience in the data analytics which include gathering of data, analysis etc <input type="checkbox"/> 3 years' experience of developing M&E framework and overseeing its execution for similar/aligned developmental engagement project <input type="checkbox"/> Strong analytical thinking, attention to detail, timeliness, and work ethic. Preference <input type="checkbox"/> He/ She should have worked in the development sector <i>industrial development, infrastructure development, industrial corridor</i> and should have a relevant work experience in MSME domain. <input type="checkbox"/> Familiarity with working State Governments will be an added advantage.</p>
67	<p>Terms and conditions for resources/ executives, 2 d, Police verification report (Pg. No. 76, 77</p>	<p>The personnel deployed in by the agency should not have any adverse police records/criminal cases against them. The agency should make adequate enquiries about the character and services. The agency should obtain a Police Verification Report and keep it on record. The Police Verification Report should not be older than 1 year from the date of deployment in the PMU</p> <p><i>We would like to highlight that as a part of standard hiring procedure we undertake a comprehensive Background Verification Check in which we conduct a criminal court check for each of the hired resources.</i></p> <p><i>Hence, we request the client to kindly consider submission of a Background Verification Certificate</i></p>	<p>Refer sl. number 19 above</p>

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		<i>for each of personnel deployed to substantiate criminal court check.</i>	
68	Other conditions Clause 7 (IX) page 78	<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 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.</p> <p><i>To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.</i></p>	No change. Further, refer sl. no 21 above
69	Other conditions Clause 7 XVII page 78	<p>The tenderer shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be deployed or engaged by him in connection with the aforementioned services to be rendered to SIDBI and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof. The insurance policy shall be kept alive till the officer-in-charge permits and agrees to it. The tenderer shall comply with all relevant labour laws as applicable or as may be mentioned during the contract period and shall indemnify SIDBI against all acts / omissions, fault, breaches and /or any claim or demand, loss, injury and expenses to which SIDBI may be party or involved as a result of tenderer's failure to comply</p>	True in literal meaning

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		<p>with the obligations under the relevant act / law which the tenderer is bound to follow</p> <p><i>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice.</i></p>	
70	Payment terms and condition ,clause 9 a, page 82	<p>The bi-monthly payment to the Service Provider shall also be subject to satisfactory performance and achievement of deliverables / milestones as also submission of requisite reports as may be specified by SIDBI.</p> <p><i>The client is requested to kindly specify the timeline of acceptance and approval of the deliverables / milestones post submission to ensure timely release of bi-monthly payment to the service provider</i></p>	Refer sl no 9 (f), Page No. 82 of RfP
71	Conflict of Interest Clause no 3.2 page 90 and 91	<p>The Remuneration of the Consulting Agency pursuant to Clause GC 4.7 hereof shall constitute the Consulting Agency's sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consulting Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consulting Agency shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.</p>	No change, however its indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI.

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		<p><i>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</i></p>	
72	Liability of the Consulting Agency, clause 3.4, page 91	<p>The Consulting Agency's liability under this Contract shall be as provided by the Applicable Law.</p> <p><i>Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language: Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</i></p>	No change, however it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI.
73	Confidentiality , clause 3.3, page 91	The Consultant, their Sub-consultants and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the SIDBI's business or operations without the prior written	No change , however it is indicative format of agreement , however it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI

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		<p>consent of the SIDBI. There would be an appropriate non-disclosure agreement entered into between the Bank and the Consultant for the purpose of security/confidentiality of the data/information of the Bank.</p> <p><i>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</i></p> <p><i>Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.</i></p>	
74	Confidentiality , clause 3.3, page 91	The Consultant, their Sub-consultants and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the SIDBI's business or operations without the prior written consent of the SIDBI. There would be an appropriate non-disclosure agreement entered into between the Bank and the Consultant for the purpose of	No change, however it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI

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		<p>security/confidentiality of the data/information of the Bank.</p> <p><i>"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:</i></p> <p><i>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</i></p>	
75	Conflict of Interest Clause no 3.4 page 91	<p>The Consulting Agency's liability under this Contract shall be as provided by the Applicable Law.</p> <p><i>"Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:</i></p> <p><i>Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</i></p>	No change , however it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI

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76	Accounting, Inspection and Auditing Clause no 3.7, page no 91	<p>The Consulting Agency (i) shall keep accurate and systematic accounts and records in respect of the Services, in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; (ii) shall permit the Consulting Agency or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the SIDBI; and (iii) shall permit the SIDBI to inspect the Consulting Agency's accounts and records relating to the performance of the Consulting Agency and to have them audited by auditors appointed by the SIDBI.</p> <p><i>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement</i></p>	No change, however it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI
77	Documents Prepared by the Consulting Agency to Be the Property of the SIDBI Clause no 3.10 , page 92	a. All drawings, photographs, reports, recommendations, estimates, documents and all other data compiled or received by the Consulting Agency under this Contract shall be the property of the SIDBI, shall be treated by him/her as confidential, shall be delivered only to the duly authorized officials on completion of work under this Contract or as may otherwise be specified by the	No Change, however it is clarified that ownership of any pre-existing IPRs and intellectual property rights of the agency shall be retained by them.

		<p>SIDBI under this Contract. In no event shall be the contents of such document or data are made known by the Consulting Agency to any person or organization without written approval of the SIDBI. Subject to the provisions of this Article, the Consulting Agency may retain a copy of the document produced by him.</p> <p>b. All copyright, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract, shall become the property of the SIDBI as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as the SIDBI may determine appropriate.</p> <p><i>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.</i></p> <p><i>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights</i></p>	
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		<p><i>(including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations</i></p>	
78	Indemnification clause 5(b) page 95	<p>The Consulting agency shall, at all times, further indemnify SIDBI against any damages, cost, expenses and/or claims occasioned by any infringement(s) of Copyrights or Intellectual property (IPRs) of any third party occasioned by the services acts or commissions or omission or on behalf of the consulting agency.</p> <p><i>"We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</i></p> <p><i>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.</i></p> <p><i>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's</i></p>	No change , however it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI

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		<p><i>misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a noninfringing equivalent; iii. Modify it to make it noninfringing.</i></p> <p><i>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</i></p>	
79	Indemnification Clause 5(e) page 95	<p>The consulting agency shall at all times indemnify the SIDBI against any claims which may be made under the Workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen, staff and agent of the consulting agency or to the person whether in the employment of the consulting agency or not</p> <p><i>Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.</i></p>	No change, however it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI
80		<p><i>No process for indemnity</i></p> <p><i>"The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable</i></p>	No change, however it is indicative format of agreement and any specific clause requiring modification on mutually agreed

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	<p><i>informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;</i></p> <p><i>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any</i></p>	<p>terms with successful bidder shall subject to approval and legal vetting at SIDBI</p>
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		<p><i>such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages)."</i></p>	
81	Arbitration , clause 8.3.1 , Page 96	<p>Any disputes arising out of or in connection with this Contract shall be submitted to arbitration to a sole arbitrator, if attempts at settlement by negotiations and/or conciliation have failed. SIDBI will appoint the sole arbitrator. The arbitrator shall give its award on the costs, which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute. The venue of arbitration shall be at New Delhi in India. The arbitration shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> i. The English language shall be the official language for all purposes; and ii. The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction in Lucknow and the parties hereby waive any objections to or claims of immunity in respect of such 	<p>No change, however it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI</p>

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		<p>enforcement.</p> <p><i>In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm</i></p>	
82	Invitation to bid ,SI no 1, page 3	<p>The Bank invites applications from accredited agencies for Appointment of project management consultant for facilitating implementation of SIDBI Cluster Development Fund (SCDF) scheme as per section 5 Terms of Reference.</p> <p><i>Please clarify whether the proposal is requested from accredited agencies. If yes, please list the accredited agencies.</i></p>	Accredited agency stands for qualified/attributed (मान्यताप्राप्त) agency
83	Minimum Eligibility, SI 2.21.22 (6)	<p>The Consultant should not be owned or controlled by any Director or Employee of SIDBI (or their Relatives)</p> <p><i>Please clarify whether a company in which SIDBI is a shareholder, can participate in the tender</i></p>	Agencies/companies where SIDBI has shareholding are not eligible to apply under Tender.
84	Technical Evaluation Clause 2.21.23 Page 29	<p>Length of experience: Experience of working as PMU / PMC in assisting centre/State Governments/ centre or state related agencies or institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central / state government cluster schemes.</p> <p>Only those projects will be considered wherein 'Final Approval' has been accorded by State government</p>	No change

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		<p>or Government of India. Start-ups registered under start-up India, Gol shall be exempted for criteria of existence as per extant guidelines.</p> <p><i>We request the authority to relax the condition to Experience of working as PMU / PMC in assisting centre/State Governments/ centre or state related agencies or institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure).</i></p> <p><i>Only those projects will be considered wherein 'Final Approval' has been accorded by state government or Government of India</i></p>	
85	<p>Technical Evaluation Clause 2.21.23 Page 29 and 30</p>	<p>Proven track record in handling assignments of similar nature / domain: Assisting centre/State Governments/centre or state related agencies, institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central government schemes. Only those projects will be considered wherein 'Final Approval' has been accorded by Government of India, during the period from April 01, 2017 till date of RfP</p> <p><i>We request the authority to relax the condition to Assisting centre/State Governments/centre or state related agencies, institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure).</i> <i>Only those projects will be considered wherein 'Final Approval' has been accorded by Government of</i></p>	Refer Section B above

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		<i>India, during the period from April 01, 2011 till date of RfP.</i>	
86	Technical Evaluation Clause number A2 and A3, Pg 29 and 30	<p>Experience of providing consultancy services to centre/State Departments/ agencies/institutions in leveraging benefits under various Government of India Schemes viz MSECDP, Sfrurti, Leather Cluster etc. for Cluster Infrastructure, Development / common facilities for MSMEs etc.</p> <p><i>We request the authority to remove the condition since these eligibilities are already covered in the previous eligibility</i></p>	No Change Refer Section B above
87	Technical Evaluation Clause 2.21.23 Page 29 and 30	<p>Experience of higher value contracts: Service contracts undertaken of value not less than Rs.500 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2017 till date of RfP</p> <p><i>We request the authority to relax the condition to Experience of higher value contracts: Service contracts undertaken of value not less than Rs.500 lakh each assignment for central/state governments</i></p>	No Change, Refer Section B above
88	Instructions to consultants, 2.20.3.i - Page 20	<p>The Resource Personnel must be full time employee(s) of the firm.</p> <ul style="list-style-type: none"> ➤ <i>We understand that such condition is normally applicable post award of tender as the engaging consulting firms aim to gather the best suitable talent specific to the project.</i> ➤ <i>This clause may kindly be linked to post-award, wherein the proposed professionals would be hired on the firm's/ consortium's pay roll. Additionally, we can also submit a confirmation from respective resources that they will be available for the project, if awarded.</i> 	Refer SI no 12, 27 and 28 above

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		<ul style="list-style-type: none"> ➤ Proposed clause- The Resource Personnel must be employee(s) of the firm at the time of deployment. 	
89	Instructions to consultants, 2.20.10.vii - Page 23	<p>vii. Indexation of remuneration will be done annually from Effective Date of Contract</p> <ul style="list-style-type: none"> ➤ Since the financial quote includes monthly remuneration of resource personnel, and the same has been quoted considering 24 months of contract, it is implied that the Indexation remains in line with period of contract. ➤ Annual Indexation may result in mid-term revision in the project cost. Request you to please clarify the same so that it may be considered while calculating financial quotes. ➤ Proposed clause- Indexation of remuneration will be done in 24 months from Effective Date of Contract; and in line with the duration of extension of project thereof. 	<i>The clause stands deleted</i>
90	Instructions to consultants, 2.21.2 - Page 24	The Bank shall evaluate first the 'Eligibility Criteria' bid and based on its evaluation, 'Technical Bids' shall be evaluated at the second stage only for bidders who qualify minimum eligibility criterion. 'Commercial bids' shall be opened for only the shortlisted bidders out of technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score will get a weightage of 30%. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFP. The first ranked Consultant shall be invited for Negotiations while the second ranked Applicant will be kept in reserve.	<p>Typo error. Said clause to be read as: "The Bank shall evaluate first the 'Eligibility Criteria' bid and based on its evaluation, 'Technical Bids' shall be evaluated at the second stage only for bidders who qualify minimum eligibility criterion. 'Commercial bids' shall be opened for only the bidders who qualify technical evaluation"</p> <p>Rest clause remains same.</p>

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		<ul style="list-style-type: none"> ➤ Considering the complexity of the assignment, including expertise <i>required</i>, the firms should be evaluated on technical grounds to ensure the quality of execution and output during implementation of the project. ➤ In view of same, we request to revise weightage of Relative Technical Bid Score and Relative Commercial Bid score from current 70%-30% to 80%-20%. ➤ Proposed clause The Bank shall evaluate first the 'Eligibility Criteria' bid and based on its evaluation, 'Technical Bids' shall be evaluated at the second stage only for bidders who qualify minimum eligibility criterion. 'Commercial bids' shall be opened for only the shortlisted bidders out of technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 80% and Relative Commercial Bid Score will get a weightage of 20%. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFP. The first ranked Consultant shall be invited for Negotiations while the second ranked Applicant will be kept in reserve. 	
91	Instructions to consultants, 2.21.23 - Page 29	<p>Proven track record in handling assignments of similar nature / domain: assisting centre/State Governments/ centre or state related agencies, institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central government schemes. Only those projects will be considered wherein 'Final Approval' has been accorded by Government of</p>	Refer section B above

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		<p>India, during the period from April 01, 2017 till date of RfP.</p> <ul style="list-style-type: none"> ➤ <i>As per point no 1 (Length of Experience), INSTRUCTIONS TO CONSULTANTS, 2.21.23 - Page 29, highest mark is assigned for more than 8 years of experience. Since the experience benchmark of 8 years and above has already been established here, request it to be uniformly applied across all other length of experience/track record related criteria.</i> ➤ <i>Additionally, the infrastructure related projects are long gestation projects (generally 36-60 Months). In order to evaluate an agency's track record, 4 years project is too short a period to demonstrate suitable track record. Request to extend it from April 01 2013, similar to point no 1 (more than 8 years).</i> ➤ <i>Proposed clause</i> <i>Proven track record in handling assignments of similar nature / domain: assisting centre/State Governments/ centre or state related agencies, institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central government schemes. Only those projects will be considered wherein 'Final Approval' has been accorded by Government of India, during the period from April 01, 2013 till date of RfP.</i> 	
92	Instructions to consultants, 2.21.23 - Page 29, 30	2. Proven track record in handling assignments of similar nature / domain: assisting centre/State Governments/ centre or state related agencies, institutions in implementation of their	True in literal meaning Refer section B above

		<p>Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central government schemes. Only those projects will be considered wherein 'Final Approval' has been accorded by Government of India, during the period from April 01, 2017 till date of RfP.</p> <p>3. Experience of providing consultancy services to centre/State Departments/ agencies/institutions in leveraging benefits under various Government of India Schemes viz MSECDP, Sfrurti, Leather Cluster etc for Cluster Infrastructure Development / common facilities for MSMEs etc</p> <p>➤ <i>We understand that point no 2 refers to each unique cluster infrastructure project for which the bidder claiming experience has developed the detailed project report under a scheme of Government of India and where 'Final Approval' from Central Government has been obtained. It may also include multiple assignments/projects under a master agreement with Centre/State Governments/Centre or State related agencies/institutions. The supporting documents will include mandate / work order / agreement from state Govt department/ agency and sanctions / approval letter of the same project from Government of India Ministry. E.g. If Government of Tamil Nadu has signed master agreement with an agency to converge 15 clusters within the state with MSE CDP, then each cluster where 'Final Approval' has been accorded from Gol shall be considered.</i></p> <p>➤ <i>Additionally, it is our understanding that point No. 3 refers to each unique engagements/ master agreement/consulting agreement with</i></p>	
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		<p><i>centre/State Departments/ agencies/institutions for leveraging benefits under various Government of India Schemes. E.g. If Government of Tamil Nadu has signed an agreement with an agency to converge 15 clusters within the state with MSE CDP, then such assignment/agreement/project shall be counted as 1 assignment/agreement/project in terms of experience. To claim full marks the bidder should provide 7 or more such engagement letters / contracts as supporting documents.</i></p>	
93	<p>Instructions to consultants, 2.21.23 - Page 30</p>	<p>Experience of higher value contracts: Service contracts undertaken of value not less than Rs.500 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2017 till date of RfP</p> <ul style="list-style-type: none"> ➤ <i>As mentioned earlier in this pre-bid query Sr. No. 2, since the experience benchmark of 8 years and above has already been established as per point no 1 for consideration of highest point, request it to be uniformly applied across all other length of experience/track record related criteria. Therefore, April 01, 2013 has been suggested instead of April 01, 2017 which is originally mentioned in the RfP.</i> ➤ <i>In order to have fair competition and encourage more and more agencies to participate and derive value for money, we request to consider service contract value of not less than ` 200 lakh instead of ` 500 lakh.</i> 	<p>Refer section B above</p>

		<p>➤ Proposed Clause : <i>Experience of higher value contracts: Service contracts undertaken of value not less than Rs.200 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2013 till date of RfP.</i></p>															
94	Instructions to consultants, 2.21.23 - Page 30	<p>Capability - Relevant experience of Team Leader cum theme professionals to be assigned by the Service Provider for carrying-out and managing the project.</p> <table border="1" data-bbox="770 596 1196 804"> <tr> <td>Less than 3 years</td> <td>0</td> </tr> <tr> <td>3 years or more but less than 5 years</td> <td>2</td> </tr> <tr> <td>5 years and upto 7 years</td> <td>3</td> </tr> <tr> <td>7 years and upto 10 years</td> <td>4</td> </tr> <tr> <td>More than 10 years</td> <td>5</td> </tr> </table> <p>➤ <i>The placement of competent team is a crucial element in implementation of such programmes. Prior experience and understanding of the team may be given more weightage in evaluation criteria</i></p> <p>➤ Proposed clause <i>Capability - Relevant experience of Team Leader cum theme professionals to be assigned by the Service Provider for carrying-out and managing the project.</i></p> <p>A. <i>Team Leader</i></p> <table border="1" data-bbox="770 1294 1249 1390"> <tr> <td>Less than 3 years</td> <td>0</td> </tr> <tr> <td>3 years or more but less than 5 years</td> <td>2</td> </tr> </table>	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	Less than 3 years	0	3 years or more but less than 5 years	2	No change
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		<table border="1"> <tr> <td><i>5 years and upto 7 years</i></td> <td align="center">3</td> </tr> <tr> <td><i>7 years and upto 10 years</i></td> <td align="center">4</td> </tr> <tr> <td><i>More than 10 years</i></td> <td align="center">5</td> </tr> </table> <p><i>B. Theme professional</i></p> <table border="1"> <tr> <td><i>Less than 3 years</i></td> <td align="center">0</td> </tr> <tr> <td><i>3 years or more but less than 5 years</i></td> <td align="center">2</td> </tr> <tr> <td><i>5 years and upto 7 years</i></td> <td align="center">3</td> </tr> <tr> <td><i>7 years and upto 10 years</i></td> <td align="center">4</td> </tr> <tr> <td><i>More than 10 years</i></td> <td align="center">5</td> </tr> </table>	<i>5 years and upto 7 years</i>	3	<i>7 years and upto 10 years</i>	4	<i>More than 10 years</i>	5	<i>Less than 3 years</i>	0	<i>3 years or more but less than 5 years</i>	2	<i>5 years and upto 7 years</i>	3	<i>7 years and upto 10 years</i>	4	<i>More than 10 years</i>	5	
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95	Instructions to consultants, 3.5 – Page 34	<p>3.5 CONFIDENTIALITY: Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract</p> <p>➤ <i>Compelled disclosure has been added to account for disclosure on account of court order or legal warrant from any of the central government/state government / statutory agencies.</i></p> <p>➤ <i>Proposed clause:</i> 3.5 CONFIDENTIALITY: Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract. Exception shall be made in case of compelled disclosure</p>	No change																
96	Eligibility and technical proposal – standard forms, Form 3E, Page – 46	Exhibit only those projects undertaken in the last Five (5) years., as per minimum eligibility and technical criterion	No Change																

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		<ul style="list-style-type: none"> ➤ <i>As per point no 1 (Length of Experience), INSTRUCTIONS TO CONSULTANTS, 2.21.23 - Page 29, highest mark is assigned for more than 8 years of experience. Since the experience benchmark of 8 years and above has already been established here, request it to be uniformly applied across all other length of experience/track record related criteria.</i> ➤ <i>Proposed Clause</i> : Exhibit only those projects undertaken in the last Eight (8) years., as per minimum eligibility and technical criterion. 	
97	Terms of reference, 6 - Page 73	<p>The consultant shall place suitable team (in consultation and to the satisfaction of SIDBI) at desired locations and ensure its continuation during the period of two years. The team shall work in close liasoning with SIDBI and other relevant stakeholders</p> <ul style="list-style-type: none"> ➤ <i>Kindly specify the number of team members to be placed under each Location for uniform Financial Assumptions.</i> 	Refer sl no 5 above
98	Terms of reference, 7.XX – Page – 79	<p>XX. 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</p>	No change

		<p>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> <ul style="list-style-type: none"> ➤ <i>The additional paragraph "The Bidder must also be indemnified by SIDBI..." has been added to the original clause in order to safeguard the interest of the bidder also. Request it to be added.</i> ➤ Proposed Clause: XX. 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 Performance Security Deposit of the contractor / Service Provider. The Bidder must also be indemnified by SIDBI for losses incurred or damages suffered due to: <ol style="list-style-type: none"> 1. third party claims 2. any fraud, misrepresentation or omission of facts by SIDBI or its personnel 	
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99	Standard form of contract, 3.4, Page - 91	<p>3.4 Liability of the Consulting Agency The Consulting Agency's liability under this Contract shall be as provided by the Applicable Law.</p> <ul style="list-style-type: none"> ➤ <i>The paragraph "Liability must be limited to the amount of fees as agreed for the assignment" has been added to define the limit of liability, and hence avoid any future conflict.</i> ➤ Proposed Clause 3.4 Liability of the Consulting Agency The Consulting Agency's liability under this Contract shall be as provided by the Applicable Law. Liability shall be limited to the amount of fees as agreed for the assignment 	No change , however it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI
100	Standard form of contract, 4.7.3.ii, Page - 94	<p>ii. Payments will be made by the SIDBI within sixty days of receiving invoices with certificates from reporting officers for satisfactory performance of the Executives provided by Consultant</p> <ul style="list-style-type: none"> ➤ <i>The change in payment cycle has been made to optimise working capital cycle and as per the standard Industry practice.</i> ➤ Proposed clause : ii. Payments will be made by the SIDBI within thirty days of receiving invoices with certificates from reporting officers for satisfactory performance of the Executives provided by Consultant. 	No change , however it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI
101	Na	Non-Solicitation and Non-Exclusivity clauses are missing. Request it to be added wherein the services will be rendered on a non-exclusive basis at the time of award of contract	No change, however it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI
102	S. No. 5 Page 27/97	Average Annual Revenue - The Consultant should have average annual revenue of at least ` 25 crore	No Change

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		<p>in each of the three financial years (i.e. 2018-19, 2019-20 & 2020-21) from consulting services</p> <p><i>We request you to reduce the turnover criteria to enhance participation.</i></p> <p><i>The revised clause can be read as:</i></p> <p><i>The Consultant should have average annual revenue of at least ` 20 crore in each of the three financial years (i.e. 2018-19, 2019-20 & 2020-21) from consulting services.</i></p>	
103	Minimum Eligibility 2.21.22, row 1 and 2.18.2	<p>The consultant should have been in existence in India for at least 7 years as on the date of RfP with ability to service the bank across India and should have an office at New Delhi.</p> <p>The Consultant should be a limited company (Public/Private) or LLP registered in India under the Companies Act, 1956/ 2013 or Partnership firm registered in India under Partnership Act 1932/ 2008 as amended for the last 3 years as on RFP issuance date. incorporated in India (It should not be an Individual / Proprietary Concern / HUF etc.).</p> <p>Start-ups registered under start-up India, GoI shall be exempted for criteria of existence as per extant guidelines</p> <p><i>We are registered as a TRUST in India. Can we apply as a registered TRUST?</i></p>	Clause modified to include Trusts registered in India
104	Minimum Eligibility , sl no 2.21.22, (5)	<p>The Consultant should have average 20 & 2020-21). annual revenue of at least ` 25 crore in each of the three financial years (i.e. 2018-19, 2019-20 & 2020-21) from consulting service</p>	<p>No change, ref sl no 2.21.21 of tender document</p> <p><i>Minimum Qualification Criteria (To be satisfied by the lead partner or to be jointly satisfied by both the lead and JV partner).</i></p>

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		<p><i>While SIDBI has waived off application fees and EMD for micro enterprises, micro enterprises cannot apply as they have turnover of less than Rs 5 crores and the Tender requirement is Rs 25 crores for each of the year</i></p> <p>2018-19, 2091-20 and 2020-21. However, if the limit is reduced to Rs 5 crores or if the consortium turnover is made Rs 15 crores (3 micro enterprises), a good number of entities can apply. Can the condition be modified as total consortium turnover of Rs 15 crores or turnover of an individual applicant of Rs 5 crores per annum</p>	
105	Minimum eligibility -NA	<p>Similarly, will the joint experience of a consortium count or that of the lead partner only? Our request is that qualification of all the consortium members may kindly be considered while giving the score</p>	<p>No change, ref sl no 2.21.21 of tender document</p> <p><i>Minimum Qualification Criteria (To be satisfied by the lead partner or to be jointly satisfied by both the lead and JV partner).</i></p>
106	Minimum eligibility sl no 2.21.22, (2)	<p>Experience of 5 years working as PMU / PMC in assisting centre/State Governments/ centre or state related agencies/institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects funded under any central government schemes. Only those projects will be considered wherein 'Final Approval' has been accorded by state govt or Government of India</p> <p><i>PMC activities are being done from 2008 onwards by SIDBI. It is suggested that PMC activities be counted from 2008 onwards</i></p>	No change
107	Resource Professionals to be deployed by the Bidder on full time basis, page 75	<p>Query Very few micro and small enterprises in the services sector will have a permanent employee who has managed projects worth Rs 500 cores in the last 5 years? Can it be 5 projects of Rs 5 crores worth each or a total of Rs 25 cores.</p>	Refer Sl no 6 above

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108	Resource Professionals to be deployed by the Bidder on full time basis, page 75	Query Team leader needs to be B.Tech./BE or aligned streams. Can you please detail the aligned streams? We feel that the role of an engineer BE/BTech is partial in promoting CFCs as it has various other important issues like market promotion (crucial), cluster dynamics (very crucial), sustainability, etc. which are of prime importance too. So, can the allied streams include Management, Economics, Environment, Social Science postgraduates too?	No Change, streams aligned to civil/mechanical/production/architecture
109	Resource Professionals to be deployed by the Bidder on full time basis, page 75	Also, can the involvement of the team leader be 50 percent of his/her time?	Not permitted
110	2.21.22 Sub-Clause 3 Page 26	<p>The agency should have in-house capability to take up assignment on its own, or Having back to back arrangements with other agencies/associates (not more than two), However Bid has to be submitted by leading agency only. No joint BID shall be accepted. Only lead bidder shall be evaluated.</p> <p><i>Referring to the Clause 2.21.21 wherein it has been specifically stated that "Minimum Qualification Criteria (To be satisfied by the lead partner or to be jointly satisfied by both the lead and JV partner), the Clause 2.21.22 (Subclause 3) seems to be in conflicting the former. In this regard, Authorities are requested to kindly allow Joint Evaluation for all sub-criterions under Clause 2.21.22 to enable eligible organisations respond to the RFP amicably. Hence, it is requested to allow joint evaluation of all members of consortium in fulfilling the necessary conditions laid down in the Minimum Eligibility Criteria</i></p>	<p>No change, ref sl no 2.21.21 of tender document</p> <p><i>Minimum Qualification Criteria (To be satisfied by the lead partner or to be jointly satisfied by both the lead and JV partner).</i></p>

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11 1	Critical Information S.No. 2	EMD / Bid Security: All the responses must be accompanied by a refundable interest free security deposit of Rs.3,60,000 (Rupees Three lakh Sixty Thousand only). <i>The authorities are requested to kindly allow for "Bid Security Declaration" of equivalent amount to be submitted by Bidder inline to the notification released by Ministry of Finance in November 2020 in this regard.</i>	Please refer to sl No 2.1 and 2.2 page 9,10,11 relaxations for MSME are already inbuilt
11 2	FORMAT 3M, Page 60	Sl no 10- Among the assignments in which the Staff has been involved, indicate following information for those assignments that best illustrates staff's professional experience as per the requirements listed under Annexure 2-1 <i>CV should mention those assignments that best illustrate staff's professional experience as per the requirements mentioned under Annexure 2. We are unable to locate the said annexure, hence request you to kindly share all the relevant annexures/ documents.</i>	Typographical error - the information about a resource's professional experience as per the requirements listed under Table at Sl. No. 1 as at page number 74,75 and 76 [revised as per section C above] may be submitted.
11 3	Sl no 2.20.3 (viii)	Resource Personnel shall meet the educational qualification and the work experience as defined in RFP. <i>The RFP document on page no. 20 mentions that the Resource Personnel shall meet the educational qualification and the work experience as defined in RFP however we are unable to locate the required educational qualifications and work experience for eligibility. Hence kindly guide us to the relevant extract</i>	Ref Sl no 6 above
11 4	Na	Please advise if we can submit the dedicated resources details after bid qualification	Complete proposals have to be submitted as per conditions defined in RFP

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11 5	NA	IFCI's income from consulting services is not bifurcated in the Audited financials by the Statutory auditors. Moreover, IFCI being is a government entity , and its Statutory Auditor is appointed by CAG, hence it would be difficult to get a statutory auditor certificate for confirmation on Rs.25 crore of income from consultancy services. May please advise if the criteria for average annual turnover of atleast Rs.25 crore from consultancy services can be cross verified and stamped by a practising Chartered Accountant instead of the Statutory Auditor.	Organizations under CAG audit can furnish certificate from practising Chartered Accountant as regards income from consulting services.
11 6	Na	Please advise if accommodation of the stationed consultant team will be provided by SIDBI	No
11 7	Na	Please advise if the payment of application fee and EMD has to be made on the same day as the date of final submission of the form or EMD can be paid later	EMD to be submitted on or before last date of bid submission
11 8	Clause 2.21.22 (Minimum Eligibility) Sl. No. 5 Page No.-27	The Consultant should have average annual revenue of at least ` 25 crore in each of the three financial years (i.e. 2018-19, 2019-20 & 2020-21) from consulting services ➤ <i>The requirement of Rs. 25 Crores from consulting is enormous for the project of current scale and would not provide level playing field for consultants, therefore we request that same may be revised to Rs. 25 Crores from Business operations with minimum of Rs. 5 Crores from Consulting services</i> ➤ <i>This would help in broadbasing participation of leading consulting agencies involved in MSME cluster development projects in India and in various states of country.</i>	No Change
11 9	Clause 2.21.23 (Technical Evaluation)	Experience of providing consultancy services to centre / State Departments/ agencies / institutions	Yes, such experience shall be considered.

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	<p>Sl. No. 3 Page No.-30</p>	<p>in leveraging benefits under various Government of India Schemes viz MSEC DP, SFURTI, Leather Cluster, etc. for Cluster Infrastructure Development / common facilities for MSMEs etc</p> <ul style="list-style-type: none"> ➤ <i>It is understood that experience of providing consultancy services to centre / State Departments / agencies / institutions projects under MIIUS, IIUS and similar schemes will also be considered under this criterion</i> ➤ <i>MIIUS, IIUS and other similar schemes of Central Government helps to implement industrial cluster development and common facilities for MSMEs.</i> 	
<p>12 0</p>	<p>Clause 2.21.23 (Technical Evaluation) Sl. No. 4 Page No.-30</p>	<p>Experience of higher value contracts: Service contracts undertaken of value not less than Rs. 500 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2017 till date of RfP</p> <ul style="list-style-type: none"> ➤ <i>Request to decrease the contract value while increasing the time period, since contracts of higher value have larger delivery period. Request to kindly consider the revised suggestions.</i> <i>“Experience of higher value contracts: Service contracts undertaken of value not less than Rs. 300 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2014 till date of RfP.”</i> ➤ From 2017 to till date (4 years) limits the experience of consultants who have much experience of working for cluster development of 	<p>Refer section B above</p>

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		MSMEs, development of large MSME Industrial parks in the past from 2010 onwards. Request to allow experience of Minimum 7 years i.e. from April 01, 2014 to till date. The value of contracts may be reduced to Rs. 300 lakhs to allow maximum participation.	
12 1	Page 21, Point 2.20.9, sub-point v	Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the Resource team member at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the Resource Personnel shall be required; ➤ <i>It is requested to allow electronic signature of authorized personnel during proposal stage</i>	Refer clause 28 and 29 above
12 2	Page 21, Point 2.20.9, sub-point vii	On-going consulting assignments can be submitted with detail of progress supported by suitable documents (E.g. copy of invoice or payment received till date or through certificate from the respective bank) ➤ <i>It is requested for ongoing consulting assignments, detail of contract copy should suffice as also already mentioned in criteria 2.21.23(iii)A1 on page 29 of RFP which says workorder/assignment letter/Sanction letter/work completion letter"</i>	No change. Corelate with Section B above
12 3	Scope of work- NA	Query ➤ How the proposed PMU under this RFP shall differ in scope and coverage from the existing SIDBI PMUs operating in various states. There is expected to be some overlap in the scope as well, how will it be differentiated or synergised? ➤ Considering conflict of interest scenario, should a consultant operating PMUs on behalf of SIDBI	Table 1 at section C above, clearly defines the work state wise. No conflict of interest scenario is expected.

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		in same or different states be allowed to set up PMUs under the current SCDF scheme	
12 4	RFP Validity Period Page 11, Point 2.4	<p>The Bids must remain valid and open for evaluation according to their terms for a period of 90 days from the date of the submission of bids.</p> <p><i>Contradiction</i> - As per point 2.4 bid validity is 90 days whereas per page 5, point 10 and Page 17 point 2.16.15, Bid Validity Period is mentioned 180 days. Kindly clarify.</p>	<p>The bid validity is 180 days from the submission.</p> <p>Sl. no 2.4.1 pg. no. 11 stands deleted</p>
12 5	Preparation of Proposal Page 20, Point ix	<p>The projects shown under past experience should be supported with copy of the contract/ work orders along with completion certificate indicating the details of previous assignment completed bank, value of assignment/ proportionate value in use of projects/ assignment in process date and year of award. Consultant shall self-certify if the firm has done assignments on Non-Disclosure Agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance</p> <p><i>It is requested if the copy of Contract / work order should suffice for the completed projects.</i></p>	Refer Sl. No. 13 above
12 6	Evaluation Methodology & Award of Contract Page 24, Point 2.21.4	<p>Normalization - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised 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.</p> <p><i>Kindly clarify the clause as the clause is not clear. We understand SIDBI might ask for some additional supporting documents, however asking for a</i></p>	No Change

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		<i>completely revised technical and financial bid may render the existing bid invalid. Please clarify.</i>	
12 7	Bidder Credentials; Length of Experience Page 29, Point 1	<p>Length of experience: Experience of working as PMU / PMC in assisting centre/State Governments/ centre or state related agencies or institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central / state government cluster schemes Only those projects will be considered wherein 'Final Approval' has been accorded by stet government or Government of India Start-ups registered under start-up India, Gol shall be exempted for criteria of existence as per extant guidelines</p> <p><i>a. It is requested if it can be modified to "Experience of working as PMU / PMC in assisting centre/State Governments/ centre or state related agencies/institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects funded under any central / state government schemes or Multilateral Agencies/Banks/ FIs.</i></p> <p><i>b. Since, here experience is sought at firm level as a PMC/PMU, therefore the clause "only those projects will be considered wherein 'Final Approval' has been accorded by state government or Government of India " will not be applicable. It is requested to kindly remove this sentence.</i></p>	Refer section B above
12 8	Bidder Credentials; Proven track record in handling	Proven track record in handling assignments of similar nature / domain: assisting centre/State Governments/ centre or state related agencies,	Refer section B above

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	<p>assignments of similar nature / domain Page 29, Point 2</p>	<p>institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central government schemes. Only those projects will be considered wherein 'Final Approval' has been accorded by Government of India, during the period from April 01, 2017 till date of RfP.</p> <p>a. <i>Proven track record in handling assignments of similar nature / domain: assisting centre/State Governments/ centre or state related agencies, institutions in implementation of their Industrial Infrastructure / common Facility centre or cluster development projects (hard infrastructure) funded under any central government / state Government schemes / Multilateral Agencies</i></p> <p>b. <i>When you say "Final Approval" has been accorded by State or Central Government Does it mean individual DPRs approved under a scheme?</i></p> <p>c. <i>Contradiction</i> - <i>Since PMC/PMU experience in criteria 1 above is sought for upto 8 years, the period for criteria 2 shall also be changed for upto 8 years i.e. 2013 till date of RFP</i></p>	
<p>12 9</p>	<p>Bidder Credentials: Experience of higher value contracts Page 30, Point 4</p>	<p>Experience of higher value contracts: Service contracts undertaken of value not less than Rs.500 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2017 till date of RfP.</p> <p><i>Contradiction</i> - <i>Since PMC/PMU experience in criteria 1 above is sought for upto 8 years, the period for</i></p>	<p>Refer section B above</p>

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		<i>criteria 4 shall also be changed for upto 8 years i.e. 2013 till date of RFP</i>	
130	Minimum Eligibility Page 27, Point 5	<p>The Consultant should have average 2018-19, 2019-20 & 2020-21). annual revenue of at least ` 25 crore in each of the three financial years (i.e. 2018-19, 2019-20 & 2020-21) from consulting services.</p> <p><i>This is a sizeable project as it requires deployment of 10 resources over 2 years and hence requires reputed firms that have a large pool of consultants and can ensure smooth operations despite procedural delays in payments. It is requested if it can be modified to "the annual revenue of the agency of atleast ` 100 crore in each of the three financial years ending 31 March 2020 (FY 2018-19, 2019-20, 2020-21)" in order to get the proposals from the well-established agencies that have previously worked on similar size assignments and have the capability to deliver the project smoothly over a 2-year period.</i></p>	No Change
131	Minimum eligibility criteria Page 27, Point 10	<p>Should have fulfilled its tax obligation to the Govt</p> <p><i>Kindly advise if IT return of last 3 years shall also be admissible</i></p>	No change, document to be submitted as per SI no 2.21.22 (10) page 28
132	Evaluation of Commercial Bids Page 32, Point 2.24	<p>In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation for each pocket separately.</p> <p>Contradiction - Financial form asks for single financial quote. However, point 2.24 is in contradiction with the financial form. Kindly clarify on the same</p>	Refer SI no 14, above
133	Performance Security Page 34, Point 3.2	For the successful bidder the Performance Security will be retained by Bank until the completion of the assignment by the Consultant and be released 180	No Change

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		(One Hundred Eighty) Days after the completion of the assignment <i>It is requested to reduce the PBG release period from 180 to 60 days.</i>	
13 4	Power of Attorney, Page 52, format 3h	It is requested to also given an option for Board resolution instead of power of attorney.	No Change
13 5	Resource Professionals to be deployed by the Bidder on full time basis Team Leader Professional Infra Page 75, Point A	Out of the total 10 years' experience implemented/supervised atleast 10 projects (each of more than Rs 50.0 cr. outlay) in last 5 years. <i>It is requested to change the criteria to "Out of the total 10 years' experience, implemented/supervised atleast 10 Projects in similar / different assignments (each of more than Rs 5.0 cr. outlay) in last 10 years.</i> <i>Contradiction- While the experience of firm is sought for large projects which have been defined as ` 5 Cr. Or above (in criteria 4, pg 30 of document, experience of high value contracts), the experience of individual is sought for each project for ` 50 Cr.!</i> <i>Further, typically MSME cluster projects average 1 to 10 crores and go maximum upto 20 crores. Since, in criteria Service contracts undertaken of value not less than Rs.500 lakh each assignment for providing services similar to scope of work / TOR, it should be changed to Rs 500 Lakh or Rs 5 cr. Over here as well.</i>	Refer per SI no 6 above
13 6	M&E manager (to be stationed at Delhi) Page 75, Point C	Graduate degree in Management/ Public Administration/ Rural Development / Economics / Statistics or any relevant stream. <i>It is requested to change the criteria to "Graduate / Post-Graduate degree in Management/ Public</i>	No change, except as mentioned at SI no 66 above

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		<i>Administration/ Rural Development / Economics / Statistics or any relevant stream.</i>	
13 7	Terms and conditions for resources/executives Page 76, Point A	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. <i>It is requested if it can be changed to Monday to Friday.</i>	The clause is modified as under: The work shall be done on all working days i.e Monday to Friday or Saturday as per working of the office where resource is deployed Eg [if deployed with SIDBI office, the working days are from Monday to Friday with exception of few Saturdays when the office opens officially, the resource shall be required to be present in office on such Saturdays. Further, in case of State Government office, if professional is deployed for assignment and State government office is officially open on Saturday the resource shall be required to be present in office on 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.
13 8	Terms and conditions for resources/executives Page 76, point 2, subpoint d	The personnel deployed in by the agency should not have any adverse police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons provided for executing outsourced services. The agency should obtain a Police Verification Report and keep it on record. The Police	Refer sl. number 19 above

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		<p>Verification Report should not be older than 1 year from the date of deployment in the PMU</p> <p><i>It is requested to remove police verification report clause.</i></p>	
13 9	Other Conditions Page 79, point XX	<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.</p> <p>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> <p><i>As per our legal department, Indemnification is not acceptable. We would therefore request to remove the clause or limit the liability upto the value of the contract.</i></p>	No Change
14 0	Accounting, Inspection and Auditing Page 91, point 3.7	<p>The Consulting Agency (i) shall keep accurate and systematic accounts and records in respect of the Services, in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; (ii) shall permit the Consulting Agency or its designated representative periodically, and up to one year from the expiration</p>	No change, however, it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI.

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		<p>or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the SIDBI; and (iii) shall permit the SIDBI to inspect the Consulting Agency's accounts and records relating to the performance of the Consulting Agency and to have them audited by auditors appointed by the SIDBI. sanctions procedures.)</p> <p><i>The Firm can provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the Firm's premises</i></p>	
14 1	Insurance to be taken out by the consultant Page 71, point 3.4	<p>The Consultant (a) shall take out and maintain, and shall cause any Sub- consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore, have been paid.</p> <p><i>This clause would not be applicable to us as we as an agency have professional indemnity and life insurance for our people. Such professional indemnity insurance covers our professional liability up to an appropriate level sufficient for the purposes of this engagement.</i></p>	No change, however, it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI.
14 2	Lumpsum Remuneration Page 94, Point 4.7.1	The remuneration of Resource Personnel deployed shall not as per the agreed price and shall be a fixed lump sum including all out-of-pocket charges for discharging duties at the respective locations as in	No change, however, it is indicative format of agreement and any specific clause requiring modification on mutually agreed

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		Appendix A <i>Kindly clarify the clause as the clause is not clear.</i>	terms with successful bidder shall subject to approval and legal vetting at SIDBI
14 3	Documents Prepared by the Consulting Agency to Be the Property of the SIDBI Page 92, Point 3.10	All copyright, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract, shall become the property of the SIDBI as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as the SIDBI may determine appropriate. <i>Since the project is India focused, therefore it is requested to remove the mentioned clause.</i>	No change, however, it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDBI.
14 4	Limitation of Liability New Clause	<i>It is requested if you can accept the clause mentioned in the next column for Indemnification and can be added in the RFP</i> <i>The Client shall not recover from the 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 Client shall not recover from the Consultant, in contract or tort, 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.</i>	No Change is proposed, the final agreement terms shall be mutually decided between SIDBI and successful bidder subject to approval of competent authority at SIDBI and legal vetting of same.

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		<i>These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."</i>	
14 5	Liability New Clause	<i>It is requested if you can accept the clause mentioned in the next column in the RFP Liability of the consultant should not be more than value of the contract</i>	No Change is proposed, the final agreement terms shall be mutually decided between SIDBI and successful bidder subject to approval of competent authority at SIDBI and legal vetting of same.
14 6	Termination New Clause	<i>It is requested if you can accept the clause mentioned in the next column for Termination and can be added in the RFP "Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determine that the Consultant can no longer provide the Services in accordance with applicable law or professional obligations."</i>	No Change is proposed, the final agreement terms shall be mutually decided between SIDBI and successful bidder subject to approval of competent authority at SIDBI and legal vetting of same.
14 7	Confidentiality Page 91, Point 3.3	It is requested if you can add and accept the clause mentioned in the next column for Confidentiality and can be added in the RFP <i>"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter</i>	No change, however, it is indicative format of agreement and any specific clause requiring modification on mutually agreed terms with successful bidder shall subject to approval and legal vetting at SIDB

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		<p><i>created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 years from the date of termination of this Agreement.</i></p>	
<p>14 8</p>	<p>Force Majeure Page 87, Point 2.4.1</p>	<p>It is requested if you can add and accept the clause mentioned in the next column for Force Majeure and can be added in the RFP</p> <p><i>i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services</i></p> <p><i>(ii) Where Agency Personnel are required to be present at Client's premises, Agency will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent</i></p> <p><i>(i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an agency resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk</i></p>	<p>No Change</p>

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14 9	IPR New Clause	<p>It is requested if you can accept the clause mentioned in the next column for IPR and can be added in the RFP</p> <p><i>The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the agency own in performing the Services. Notwithstanding the delivery of any Reports, the agency retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the agency compile and retain in connection with the Services (but not Client Information reflected in them).Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement</i></p>	No Change is proposed, the final agreement terms shall be mutually decided between SIDBI and successful bidder subject to approval of competent authority at SIDBI and legal vetting of same.
15 0	Dispute Resolution New Clause	<p><i>It is requested if you can accept the clause mentioned in the next column for dispute resolution and can be added in the RFP</i></p> <p><i>1.1 Any dispute arising out of or in connection with this Agreement shall be referred by written notice:</i></p> <p><i>1.1.1 first to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; and</i></p> <p><i>1.1.2 failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of Agency (together the "Senior Service Managers") who shall meet and endeavour</i></p>	No Change is proposed, the final agreement terms shall be mutually decided between SIDBI and successful bidder subject to approval of competent authority at SIDBI and legal vetting of same.

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		<p><i>to resolve the dispute between them within ten (10) Business Days of such notice (the "Senior Service Managers' Meeting"). The joint written decision of those Senior Service Managers shall be binding on the Parties.</i></p> <p><i>1.2 If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 (as amended). The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in New Delhi. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties.</i></p>	
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