

**PRE-BID CLARIFICATIONS**

**Response to the queries- Request for Proposal [RfP] for engagement of an Agency for Preparation of Comprehensive Report on “Statistics and Analysis of the MSME sector in India”**

<b>Sl. No.</b>	<b>Page/ Section of RFP</b>	<b>Description</b>	<b>Query</b>	<b>SIDBI's Response</b>
1	Page no. 21/ Section of RFP- 4.2 (B)	Formalization of MSME sector - MSMEs in formal channel- An analysis of MSMEs as per 73rd survey and MSMEs under formal channels. Recommendations for improving formalization based on international best practices.	The ToR of the RFP mentions usage of data from the 73rd Round of NSS for MSMEs. However, since the data is dated, 2015-2016, would this study consider extrapolation of this data?	Extrapolation would also be one of the tools besides other data points/sources, etc. However, the extrapolated data should be in sync with outcome of analysis of other data points / standard analytical tools.
2		General Query	We have identified certain parameters where secondary data is unavailable, such as MSME Credit - TAT and Approvals Rates, fintech adoption, etc. Is primary research an acceptable channel of sourcing the said data, since the RFP mentions research based on secondary data? Also what would be the minimum prescribed sample size for such sample surveys.	The desired report is envisaged to be prepared from available secondary data. As per 4.4 (b), the Agency is encouraged to obtain relevant data sets from various ministries of Gol, Credit Bureaus etc. In the event primary research is required to be carried out, the appropriate sampling design shall be finalised in consultation with the selected agency.
3		General Query	In case SIDBI has access to any proprietary data, then as a consultant for this project do we also get access to that data for preparation of the Statistics handbook?	SIDBI's publications are available in public domain and hosted on our website. In case base data is required, SIDBI may provide restricted datasets for analysis and its inclusion in this particular report only. Reproduction of the same dataset and analysis thereof outside this report shall not be allowed.
4		General Query	Under primary research is there any preferable methodology that the consultant is required to follow?	The desired report is envisaged to be prepared from available secondary data. In the event primary research is required to be carried out, the appropriate sampling design shall be finalised in consultation with the selected agency.

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5		General Query	Through primary research, we could capture- a)the impact of external shocks such as Pandemic and Geopolitics on MSMEs? b)sustainability indicators such as fossil fuel usage and usage of renewable energy to calculate their carbon footprint of MSMEs c)level of Digitalization of MSMEs d)Overall Outlook of MSMEs for the upcoming coming quarter/ 6 months/year Could this be included in the report?	The additional data points to be included in the report shall be finalised in consultation with selected agency during finalization of the framework of the report.
6		General Query	Is there an indicative budget for this project or does it depend on the scope of work?	There is no indicative budget for the project and it depends on the scope of work as defined in the RFP.
7	Page 4, Last date for submission of bids.		Request to extend the final bid submission date by at least 2 weeks to be able to propose a comprehensive solution as the queries raised will also have a techno – commercial influence on the final solution proposed by agencies, hence sufficient time after the response to pre-bid queries would be needed to put together a value added proposition.	Agency may be guided by Corrigendum II of the RfP.
8	Pg. 22, 4.4b	Scope of work- Sourcing of relevant updated data for ensuring quality of deliverables includes but is not limited to liaison with various Ministries of Government of India, Credit Bureaus and any other organization publishing relevant datasets / working in field of MSME development. Liaison with ministries and other such institutions mentioned above will primarily be the responsibility of the Agency /Bidder.	Without SIDBI's facilitation, it will be very difficult to source data from Government agencies (except for published data) within stipulated period of time. This non availability will impact the quality of the report. It is requested that SIDBI supports the agency in getting access to the relevant data, the sources could be specified by the agency after onboarding	As per clause 4.4 (b), "Liaison with ministries and other such institutions mentioned in the RFP will primarily be the responsibility of the Agency /Bidder". However, if required, SIDBI would provide need based support wherever feasible.
9	Pg. 22, 4.5	Project management & Governance structure: Ideally, a team of minimum 2-3 members is required for the assignment. Composition of team would include senior consultants, director or partner.	It is requested that a uniform team structure along with desired & minimum qualifications and the evaluation criteria for each of the team members may be specified as part of the RFP so that the comparison across bidders is objective	The agency may be guided by the extant provisions of the RFP.

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10	Pg. 22, 4.5	At least one of the team members should have work experience of minimum 15 years. & Experience of Team Leader in MSME domain proposed to be deployed for the assignment ( if more than 5 yrs, 10 marks would be allotted)	There seems to be misalignment between these two statements. While one of the team members (we presume it to be the team lead) should have experience of more than 15 yrs, the same is not being evaluated accordingly. The evaluation criteria accords full marks if the team lead has experience of more than 5 yrs. This criteria should be made coherent.	Both the statements are separate and independent.
11	Pg. 32, 11.7	Subcontracts: The agency shall not sub-contract the services agreed to be rendered by the agency under this contract, except (i) if the existence of their office is not in the identified location; agreed by SIDBI and (ii) for services that are generally procured from outside agency in performing the activities envisage under this contract.	We assume that the agency is not required to open an office in a specific location. Please specify if consortiums are allowed so as to strengthen the skill set and competency of the bidder.	Any consortium arrangements are not permitted under the project. The agency is advised to be guided by clause given in Para 11.7 of RfP.
12	Pg. 49, 13	Payment Schedule- SIDBI shall release the payment of the agreed fee to the selected Bidder after deduction of applicable taxes at source on acceptance of the final report. The request for Ad-hoc payment by the bidder, maximum up to 25% of the agreed fee, shall be at the discretion of the SIDBI, which may be decided at the time of finalization of the framework.	It is requested that the payments should be aligned to the deliverables specified under section 12.b. It will be very challenging for any agency to deploy resources and not get compensated till the acceptance of the final report. Suggested payment schedule is: <ul style="list-style-type: none"> <li>• Acceptance of framework- 30% of the payment</li> <li>• Acceptance of draft report –40% of the payment</li> <li>• Acceptance of the final report- 30% of the payment</li> </ul>	Payment schedule shall be decided mutually at the time of signing of the contract.
13	Page 58	Annexure III- Minimum Eligibility Criteria Note: Completion letter/ Reference Letter (Format given) from relevant Senior Executive of the client to be attached for each engagement reference mentioned	Reference letter or completion letter may not be available especially in cases where the client is a public sector entity. Work order along with a self declaration of project completion should be acceptable as documentary evidence	Completion letter/ Reference Letter is required to be submitted. However, mail/any other official communication received from client institutions clearly stating acceptance of the report may also be acceptable.
14	Page 58	Annexure III- Minimum Eligibility Criteria Note: Summary of at least 3 projects similar to the nature of work proposed in Scope of Work, giving the following details in a separate sheet.	Please specify if the requirement of number of similar projects is 2 (as specified under technical evaluation) or 3-9 as specified under the Annexure III)	The agency has to first qualify under minimum eligibility thereafter the selected bidders will be eligible for technical bid evaluation.

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15	Page 78	Annexure XII- Commercial Bid Note- All statutory payments, fee, etc. in respect of preparation of report shall be mentioned by the agency in the commercial bid. SIDBI shall not bear any other charges/expenses/costs for the assignment till completion	To have a more equitable comparison, it is requested that SIDBI specifies the number of inter state trips envisaged during the study or the out of pocket expenses including travel, boarding and lodging could be reimbursed on actuals with prior permission. There might be a need to purchase expensive data bases or publications. It is requested that SIDBI reimburses the cost as per actual, the data base could become SIDBI's property at the close of the assignment.	The agency may be guided by the extant provisions of the RFP.
16	Page 49 of RfP, Payment Schedule	SIDBI shall release the payment of the agreed fee to the selected Bidder after deduction of applicable taxes at source on acceptance of the final report. The request for Ad-hoc payment by the bidder, maximum up to 25% of the agreed fee, shall be at the discretion of the SIDBI, which may be decided at the time of finalization of the framework	As per the payment schedule mentioned in RfP, the agreed fee to the selected Bidder will be paid after deduction of applicable taxes at source on acceptance of the final report. We request you to kindly provide flexibility in payment schedule and consider the following milestone based payment approach: i) Submission of framework- Within 15 days from the date of assignment. (25% of total fee) ii) Submission of draft report – Within 3 months from the date of assignment. (50% of total fee) iii) Submission of the final report- Within 4 months from the date of assignment (25% of total fee)	Payment schedule shall be decided mutually at the time of signing of the contract.
17	point 7 from page 54 of Annexure II	Point 7 states "No. and the list of relevant development work being undertaken on similar lines during the last 3 years prior to the date of RfP. The relevant order copies to be enclosed."	Request you to clarify whether there is any minimum number of order copies to be provided?	No minimum number of order copies is required to be furnished. However, applicant may submit copies of relevant work order .
18	Point 7 from page 54 of Annexure II	Point 7 states "No. and the list of relevant development work being undertaken on similar lines during the last 3 years prior to the date of RfP. The relevant order copies to be enclosed."	1. Kindly confirm the minimum number of order copies to be provided. 2. We also request you to change the criteria as follows: No. and the list of relevant development work being undertaken on similar lines during the last 5 years prior to the date of RfP. The relevant order copies to be enclosed."	No minimum number of order copies is required to be furnished. However, applicant may submit copies of relevant work order .

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19	Point 7 from page 54 of Annexure II, and Point B from Annexure III of MINIMUM ELIGIBILITY CRITERIA	Point B states “ The agency should have a proven track record of executing projects/ providing services for similar assignments/ undertaken research projects.”	Request to clarify the minimum number of track records that are required under point B ?	There is no minimum number. The Agency may submit supporting documents of as many reports as is being claimed for marks as per point 2A) of Technical Bids Evaluation Criteria.
20	Page 22 of RFP, 4.5 Project Management & Governance Structure	Ideally, a team of minimum 2-3 members is required for the assignment. Composition of the team would include senior consultants, director or partner. At least one of the team members should have work experience of minimum 15 years.	Request to clarify whether any specific qualification requirement for the proposed resources.	The team should comprise of members who have domain knowledge. The agency may be guided by the extant provisions of the RFP.
21	Page 27 of RFP, Point 3 from Technical Bids Evaluation Criteria	Experience of Team Leader in MSME domain proposed to be deployed for the assignment	We understand that only the resume of the team leader is evaluated as part of technical bid evaluation. Request to clarify whether this understanding is correct ?	Yes. However, CV of the all personnels involved with the project would be cleared by SIDBI before deployment.
22	Page 89 of RfP, Format IV	FINANCIAL INFORMATION (TURNOVER / PROFIT & LOSS, ETC.) DURING LAST THREE YEARS)	We understand that financial information for the FY 2018-19, FY 2019-20, FY 2020-21 will suffice the requirement. Kindly confirm if this is correct.	Yes.
23	Annexure II; point 16 – pg 55	Two references from reputed / organizations / institutions	Request SIDBI to clarify the following: 1. Applicable time period for the reference 2. Can reference be provided for projects/ assignments not submitted as part of relevant credentials in the captioned RFP 3. References to be provided for on-going/ completed projects? 4. Any format available for seeking references?	Two references from recent past may be submitted. The references can be for projects which are ongoing or completed. No format has been prescribed.
24	Annexure III; point b - pg 58	Completion Letter/ Reference Letter (Format given) from relevant Senior Executive of the client to be attached for each engagement reference mentioned	Request SIDBI to confirm if client’s email citing acceptance of the project/ assignment can be submitted as proof.	Yes.

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25	Format III - pg 88	DETAILS OF RESOURCES / INFRASTRUCTURE FACILITIES	Request SIDBI to clarify the following: 1. Details of manpower – request clarity on the type of information needed here. 2. Details of infrastructure facilities available – request clarity on type of information needed here.	1. Details of manpower - number to be given. 2. Details of infrastructure facilities available - brief details may be given.
26	2.20.1 I (Page 18)	Minimum Eligibility Bid	What is Eligibility Bid Index?	Eligibility Bid Contents
27	2.20.1 II (Page 19)	Technical Bid	What is Technical Bid Index?	Technical Bid Contents
28	5.2.4 (Page 24)	Evaluation Process	What is Normalization? When will Normalization be carried out and how will it be done?	To be decided by Technical Bid Evaluation Committee.
29	13 (Page 49)	Payment Schedule	Is the Ad-hoc Payment 'Advance Payment'? Can the bank consider payment schedule as 25% : Advance Payment, 25%: After draft report submission and 50%: After Final Report submission	Payment schedule shall be decided mutually at the time of signing of the contract.
30	Pg No. 26: 2B	Marks for more than 10 self-publications in relevant areas namely MSME sector, Finance, Indian economy, Industry, in last calendar year by the agency.	Is there any scope of reducing the number of publications or divide the maximum marks in different levels	The agency may be guided by the extant provisions of the RFP.
31	Pg. No. 51:	Eligibility Bid - Covering Letter	As a MSME we are not required to pay Tender Fee and EMD, so can we change the language of this letter?	An MSE is not required to deposit Tender Fee and EMD. However, Bidder exempted from the Tender Fee & EMD (as per the provisions) shall be required to submit the MSE Registration Certificate to support the exemption. The MSE may indicate 'Not Applicable' in respect of points 1 and 2 of the Eligibility Bid - Covering Letter as per Annexure I.
32	Pg 54: Sl. No. 10	Turn over Details for last 3 FY	Can you specify the FY?	FY 2018-19, FY 2019-20, FY 2020-21
33	Pg 54: Sl. No. 11	List of organization with whom currently empaneled (satisfactory Performance Certificate as per Format – (not more than 1 month old) in support thereof to be enclosed)	Can you consider Empanelment document as an alternative	The agency is required to submit satisfactory performance certificate and empanelment list/empanelment document.

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34		Extension of Deadline	Request you to kindly allow for 1 week extension	Agency may be guided by Corrigendum 2 of the RfP.
35		Extension of Deadline	We also formally request for an extension of the submission deadline, since the current deadline is close to the financial year close.	Agency may be guided by Corrigendum 2 of the RfP.
36	Page 42, 11.28 Limitation of Liabilities	There are following exceptions to the limitation of liability - IPR infringement; Indemnity provisions	Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	No change.
37	Page 42, Cl. 11.28 & Cl 11.27	Indirect and consequential losses are not excluded from liability	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: 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.	No change.
38	Page 37, 11.16 Confidentiality	Information provide under this RfP and Subsequent service agreement is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs	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: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, asrequired 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.	No change.

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39	Page 37, 11.16 Confidentiality	Information provide under this RfP and Subsequent service agreement is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs.	We request client to kindly confirm that we will be obliged to protect Confidential information using the same degree of care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care.	No change.
40	Page 37, 11.16 Confidentiality	Information provide under this RfP and Subsequent service agreement is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs.	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	No change.



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41	Page 37, 11.16 Confidentiality	Information provide under this RfP and Subsequent service agreement is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, anyconfidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	No change.

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42	Cl.11.27 at pg. 41, Indemnity	Indemnities for IPR infringement claims without exceptions	<p>We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines. 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. 2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a noninfringing equivalent; iii. Modify it to make it noninfringing. 3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p>	No change.

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43	11.27.3, Indemnity	Indemnity for breach of contract obligations	There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section. If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	No change.
44	Cl .11.27 at pg. 41; 11.32.5 at pg. 46, Indemnity	Indemnities for direct & indirect claims; negligence and gross misconduct	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.	No change.
45	Cl .11.27 at pg. 41, Indemnity	Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	No change.

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46	Indemnity	No process for indemnity	<p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting</p>	No change.
47	Cl 11.9 at pg.33, Termination	rectification period is only of 15 days.	To uphold the principles of natural justice, we request client to give us a rectification period of at least 30 days, prior to invoking this clause.	No change.
48	Cl 11.9 at pg. 33, Termination		To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	No change.

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49	Cl 11.28.2 at pg 42, Conflict of interest	Several conflict of interest related obligations	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	No change.
50	Cl 11.4 at pg.31, Liquidated damages	LDs capped at higher percentage i.e. 8%	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	No change.
51	Cl 11.4 at pg.31, Liquidated damages	Not sole and exclusive remedy	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	No change.
52	Cl 11.4 at pg.31, Liquidated damages		We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	The Agency may be guided by the clause 11.4 of the RFP.
53		Risk Purchase	Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	No change.
54	11.20.8 at pg. 38, Time is of essence	Time is of essence	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Thus, request you to kindly delete this clause.	No change.

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55	Cl .11.15 at pg 36, IPR	IPR	<p>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 preexisting 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.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	No change.
56	Cl .11.24 &11.25 at pg. 40; Right to visit and Audit	Audit rights and also right to investigate	<p>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.</p>	No change.
57	Cl 11.16 at pg .37, Survival obligations	Obligations to survive for more than a year post expiry or termination of contract	<p>We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/ expiry of the Contract</p>	No change.

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58	No clause in RFP. Please include in pre-bid.	No third party disclaimer. There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	No change.
59	No clause in RFP. Please include in pre-bid.	No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	No change.
60	Point D at page no. 58 (Eligibility Criteria)		The Client is requested to revise the prequalification regarding blacklisting/ 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 whose blacklisting was subsequently revoked / set aside should also be allowed to participate in the tender process.	No change.

**PRE-BID CLARIFICATIONS**

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Sl. No.	Page/ Section of RFP	Description	Query	SIDBI's Response
61	Annexure V and Page 63 (Declaration on blacklisting / debarment)	Declaration with respect to prior debarment /blacklisting is sought	The Client is requested to allow us to submit the blacklisting declaration based on the present status of our blacklisting / debarment as on date of submission of the bid.	No change.
62	Staffing	Deployment of Resources	If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.	No change.
63	Annexure IV at pg 62; Cl 3.12 at pg. 69	Related Party. The Consultant should not be owned or controlled by any Director or Employee of SIDBI (or their Relatives).	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.	No change.
64	Indemnity – pg 41		Suggest that the Indemnity be confined only to claims or damages arising out of the Bidders; i) gross negligence; ii) wilful misconduct; iii) breach of applicable laws; iv) Breach of confidentiality obligations. Request indemnity obligations to be capped at contract value	No change.



**PRE-BID CLARIFICATIONS****Response to the queries- Request for Proposal [RfP] for engagement of an Agency for Preparation of Comprehensive Report on “Statistics and Analysis of the MSME sector in India”**

<b>Sl. No.</b>	<b>Page/ Section of RFP</b>	<b>Description</b>	<b>Query</b>	<b>SIDBI's Response</b>
65	Right to Visit and Right to Audit – pg 40		Request SIDBI to consider the following: Audit is acceptable under following conditions: 1. Statutory requirement 2. Upon being given reasonable prior notice 3. Once a year 4. Financial audit to be kept out of the scope of audit	No change.
66	Page 55 of RfP, Point 11 of Annexure II	List of organization with whom currently empanelled (satisfactory Performance Certificate as per Format – (not more than 1 month old) in support thereof to be enclosed)	What is the minimum number of certificates that are required to be provided? Requesting to waive off the one-month criteria mentioned in point 11.	No change.
67	Page 55 of RfP, Point 11 of Annexure II	List of organization with whom currently empanelled (satisfactory Performance Certificate as per Format – (not more than 1 month old) in support thereof to be enclosed)	Satisfactory certificates/performance certificates are generally not provided in government projects. In view of the same, we request you to consider Work Order/completion certificate/completion email as alternative to satisfactory certificate.	No change.