



भारतीय लघु उद्योग विकास बैंक  
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
(SIDBI)

Pre-bid Queries and clarifications  
RFP No. 400/2023/1751/BYO/CAV dated November 18, 2022  
for Designing Performance Metrics and Preparation of Impact Balance Sheet of SIDBI for FY 2022-23

**Pre-Bid Clarifications**

Virtual Pre-Bid meeting for the aforesaid RfP was held on November 25, 2022 at 1500 hrs. Based on the queries received from the prospective bidders and discussions with the bidders during the meeting, following clarifications / Corrigendum may please be noted.

Sr. No	Page No.	Clause no.	Description	Bidders query	SIDBI Comments
<b>SECTION 2: TERMS OF REFERENCE / SCOPE OF WORK</b>					
1	7	3	3. Scope of Work	Whether scope of work covers Sustainable Development Goals (SDGs) and Environmental, Social, and Governance (ESG) goals as part of the proposed assignment.	Yes. The scope also covers SDG (Sustainable Development Goals) and ESG (environmental, social, and governance) goals, among other parameters, applicable in line with the activities of SIDBI in Designing Performance Metrics and preparing the Impact Balance Sheet.
2			-	Impact areas in balance sheet to be considered (sustainability, geographical, corporate social) and Target client segments (gender, community)	Please refer page no. 6, <b>SECTION 2: TERMS OF REFERENCE / SCOPE OF WORK</b> for detailed scope of work.

Sr. No	Page No.	Clause no.	Description	Bidders query	SIDBI Comments
<b>SECTION 3: Eligibility and Technical Evaluation Criteria</b>					
3	12	1 – ii [Eligibility Criteria]	The Agency should have minimum 3 years' experience of handling similar projects related to designing of performance metrics/ impact evaluation/ development of impact balance sheet/conceptualise monetization of impact/ preparation of sustainability report preferably for Development Financial Institutions (DFIs). - Work order / Contract copy / Completion Certificate of relevant past experience to be furnished by the Agency.	Request SIDBI to consider CA certificate for completion and fees received in lieu of assignments where contract copies/ work order/ completion certificate cannot be shared due to confidentiality reasons.	Revised clause is given in Annexure I.
4	12	1 – iii [Eligibility Criteria]	The Agency should have average annual revenue of at least ₹10 crore and profit making during last three financial years i.e. 2019-20, 2020-21, 2021-22	Request to relax the turnover criterion to enable MSME registered organisations.	The relaxations as per clause no. 16.1 Page no. 23 <b>Public procurement policy for Micro and Small enterprises (MSEs) is already</b> available for MSEs. No other relaxation is proposed.
5	12	1 – vi [Eligibility Criteria]	Agency should have an office/branch office in Mumbai / New Delhi / Lucknow.	Request SIDBI to confirm whether the assignment needs to be carried out in Mumbai/ New Delhi or Lucknow.	The criterion pertains to presence of office or branch office in Mumbai or New Delhi or Lucknow. The execution of assignment shall depend on logistics, availability of information etc but shall be limited to any of the three locations. However, this does not exclude need based movements for data collection, interaction etc in the context of the above assignments.

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<b>SECTION 4: INSTRUCTIONS</b>					
6	16	5.2	<b>5.OWNERSHIP OF DOCUMENT AND COPYRIGHT</b> 5.2 In the case of any deliverables by Agency consisting of any Intellectual Property Rights ("IPR") of the Agency, the Agency shall provide SIDBI with necessary irrevocable royalty-free license to use such IPR.	CRISIL submits that Base IP and pre-existing IP will belong solely to CRISIL and such license to use (to SIDBI) shall be non-transferable, non-sublicensable	No change proposed.
7	16	6.1	<b>6.BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)</b> 6.1 All the responses must be accompanied by a refundable interest free security deposit i.e. Earnest Money Deposit (EMD) of amount of ₹1,70,000/- (Rupees One lakh Seventy Thousand only).	Are the EMD waiver and PBG waivers applicable for Udyam Registered Organisations.	The exemptions as per clause no. 16.1 Page no. 23 - <b>Public procurement policy for Micro and Small enterprises (MSEs)</b> is already available for MSEs. No exemption is proposed for PBG which is not covered under the above policy.
8	22	12	<b>12.NEGOTIATIONS</b> 12.1 The Agency may be invited for technical negotiations to bring clarity on about obligations of the Agency under this RFP. The negotiations will involve discussions on deployment of Key Personnel, understanding of the Scope of Work, methodology and work plan etc. 12.2 The negotiations may include clarifications on agency's tax liability and unless there are valid reasons, remuneration rates or other proposed unit rates will not be discussed.	Request SIDBI to clarify if this forms part of the technical bid evaluation	Not part of technical bid evaluation.

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<b>SECTION 7: STANDARD FORM OF CONTRACT</b>					
9	60	3.4	<b>3.4 Liability of the Agency</b> The Agency's liability under this Contract shall be as provided by the Applicable Law.	Request SIDBI to include limitation of liability clause as under:  "In no event will Agency be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages. The total aggregate liability of Agency, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the SIDBI under this agreement, as the case may be."	No change proposed.
10	60	3.5	<b>3.5 Insurance to be taken out by the Agency</b> All costs involved in taking the insurance will be borne by the Agency.	Request SIDBI to clarify the insurance needed for the assignment	The consultant needs to take professional indemnity insurance policy and submit the documentary evidence of the same.
11	61	7	<b>7.Payment Terms</b> 7.1 Payments will be processed as per the payment terms described in Appendix C.	Request SIDBI to consider making the payment within 30 (thirty) days of receiving the Invoice	It is proposed to consider the payment within 45 (forty five) days.

Sr. No	Page No.	Clause no.	Description	Bidders query	SIDBI Comments
			7.2 Payments will be made by SIDBI within 60 (sixty) days of receiving invoices after completion and acceptance of deliverable as per contract.		Revised clause is given in <b><u>Annexure I.</u></b>
12	62	9	<p><b>9. Indemnification</b></p> <p>9.1 The Agency shall indemnify, hold and save harmless and defend at his/her own expenses SIDBI and its personnel from and against all suits, claims, demands and Liability of any nature whatsoever, including without limitations, costs and expenses arising out of acts or omissions of the Agency its employees and/or agents caused by or resulting from any operations(s) conducted by or on behalf of the Agency.</p> <p>9.2 The 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 Agency.</p> <p>9.3 Any failure or delay on the part of any party to exercise right or power hereunder shall not operate as a waiver thereof.</p> <p>9.4 Neither this contract nor any rights under it may be assigned by either party without the express prior written consent of the other party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the</p>	<p>Request SIDBI to limit the indemnity for negligence, willful misconduct, fraud, breach of applicable law.</p> <p>Open indemnity is too subjective</p>	No change proposed.

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			<p>extent that such obligations are assumed by the assignee.</p> <p>9.5 The Agency shall at all times indemnify 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 Agency or to the person whether in the employment of the Agency or not.</p>		
13	63	11.2.1	<p><b>11.2.1 Arbitration</b></p> <p>Any dispute arising out of or in connection with this Contract which cannot be settled amicably within a suitable timeline by negotiations and/or conciliation by both parties shall be referred to arbitration. The sole arbitrator for settlement of dispute shall be appointed by SIDBI in consultation with other party.</p>	Request SIDBI to consider Sole arbitrator to be mutually appointed	No change proposed.

In addition to the above queries, there were also some general enquiries during the meeting which were responded to the satisfaction of participants.

Annexure I – Amendments to RfP No. 400/2023/1751/BYO/CAV dated November 18, 2022			
Sr. No.	Clause no.	Clause	Revised Clause
<b>SECTION 3: Eligibility and Technical Evaluation Criteria</b>			
1	1-ii [Page no.12]	<p><b>Eligibility Criteria:</b> The Agency should have minimum <b>3 years experience</b> of handling similar projects related to designing of performance metrics/ impact evaluation/ development of impact balance sheet/conceptualise monetization of impact/ preparation of sustainability report preferably for Development Financial Institutions (DFIs).</p> <p><b>Documents to be submitted:</b> Work order / Contract copy / Completion Certificate of relevant past experience to be furnished by the Agency</p>	<p><b>Eligibility Criteria:</b> The Agency should have minimum <b>3 years experience</b> of handling similar projects related to designing of performance metrics or impact evaluation or development of impact balance sheet or conceptualise monetization of impact or preparation of sustainability report preferably for Development Financial Institutions (DFIs).</p> <p><b>Documents to be submitted:</b> Work order or Contract copy or Completion Certificate or CA certificate for completion and fees received in respect of relevant past experience to be furnished by the Agency.</p> <p>The Bank reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of evaluation.</p>
<b>SECTION 4: INSTRUCTIONS</b>			
2	10.1 [Page no.20]	<p><b>10 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS</b></p> <p>10.1 Agency shall submit proposals in original, with copy, if required / as specified in Data Sheet. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.</p>	<p>10.1 Agency shall submit proposals in original with soft copy of “TECHNICAL PROPOSAL” in pen drive. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.</p>

<b>SECTION 7: STANDARD FORM OF CONTRACT</b>			
3	7 [Page no.61]	<p><b>7.Payment Terms</b> 7.1 Payments will be processed as per the payment terms described in Appendix C. 7.2 Payments will be made by SIDBI within 60 (sixty) days of receiving invoices after completion and acceptance of deliverable as per contract.</p>	<p><b>7.Payment Terms</b> 7.1 Payments will be processed as per the payment terms described in Appendix C. 7.2 Payments will be made by SIDBI within 45 (forty five) days of receiving invoices after completion and acceptance of deliverable as per contract.</p>

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