

**भारतीय लघु उद्योग विकास बैंक**

**Small Industries Development Bank of India**

आधारभूत संरचना के

थीमेटिक इंटरवेंशन एक्सपर्ट के चयन

के अनुरोध के लिए प्रस्ताव

Request for Proposal

For

Engaging Thematic Intervention Expert (TIE) for Infrastructure Development

|  |  |
| --- | --- |
| टेंडर सं. /Tender No. | 06/2016-17/SIDBI/PMD |
| टेंडर जारी करने की तिथि /Tender Issue Date | 31 अगस्त, 2016/ August 31, 2016 |
| बोली जमा करनी की अंतिम तिथि /Last date  for bid submission | 23 सितंबर, 2016/ September 23, 2016, 3:00pm |
| टेंडर बंद होने का समय/Tender Closing Time | 23 सितंबर, 2016/ September 23, 2016, 3:00pm |
| तकनीकी बोलियां खोलने की तिथि /Date of  opening of Technical Bids | 23 सितंबर, 2016/ September 23, 2016, 4:00pm |

भारतीय लघु उद्योग विकास बैंक

12वा तल, विडियोकोन टावर, ई-1, रानी झांसी मार्ग, झंडेवालान एक्स्तंशन,

नई दिल्ली –110 055

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Twelth Floor, Videocon Tower,E1 Rani Jhansi Road, Jhandewalan Extension,

**New Delhi – 110 055**

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**Critical Information/ महत्वपूर्ण सूचना**

**(RfP No: 03/ 2016-17/SIDBI/PMD)**

| **SNo.**  **क्र.सं.** | **Events / कार्यक्रम** | | **Date/ तिथि** | **Time/ समय** |
| --- | --- | --- | --- | --- |
| 1 | Last date for seeking clarifications स्पष्टीकरणकी मांगकी अंतिम तिथि | | 9 सितंबर, 2016/  September 9, 2016 | 5:00pm |
| 2 | Last date for submission of bids/ बोली जमा करने की अंतिम तिथि | | 23 सितंबर, 2016/  September 23, 2016 | 3:00pm |
| 3 | Tender closing date & time/ टेंडर बंद होने की तिथि व समय | | 23 सितंबर, 2016/  September 23, 2016 | 3.00pm |
| 4 | Address for Bid Submission/ बोली जमा करने का पता | | **Dy. General Manager**  Small Industries Development Bank of India  12thFloor, Videocon Tower,  E1 Rani Jhansi Road,  Jhandewalan Extension,  New Delhi – 110 055  Phone:011-23593470  **उप महाप्रबन्धक**  भारतीय लघु उद्योग विकास बैंक,  12वा तल, विडियोकोन टावर, ई-1, रानी झांसी मार्ग, झंडेवालान एक्सटेंशन,  नई दिल्ली –110 055  दूरभाष:011-23593470 | |
| 6 | Date & Time of Opening of Technical bid/ तकनीकी बोली खोलने की तिथि व समय | | 23 सितंबर, 2016/  September 23, 2016 | 4:00pm |
| 7 | Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय | | 30 सितंबर, 2016/  September 30, 2016 | 4:00pm |
| 8 | Bid Validity/ बोली के वैधता | | **90 days** from the last date of bid submission.  बोली जमा करने की अंतिम तिथि से 90 दिन तक| | |
| 9 | Contact details of SIDBI officials  सिडबी अधिकारियों के संपर्क विवरण | Pradyumna Kumar Choudhury, AGM  प्रद्युम्न कुमार चौधरी,स.म.प्र. | pradyumna@sidbi.in | |
| Richa Sharma, Manager  ऋचा शर्मा , प्रबन्धक | richa@sidbi.in | |

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**Notice**

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**Important Terms**

Some terms have been used in the document interchangeably for the meaning as mentioned below:

#### ‘Bank’ means ‘Small Industries Development Bank of India’.

#### ‘Bidder’ means the respondent to the RFP document.

#### ‘Successful Bidder’ refers to the bidder who gets selected by the bank after completion of evaluation process.

#### ‘Service Provider’ refers to the successful bidder who provides the services to the bank after the contract is awarded by the bank, also abbreviated as ‘SP’.

#### ‘RFP’ or ‘Tender’ means the Request for Proposal document

#### ‘Bid’ may be referred to as ‘Offer’.

**Annexure/ Appendix Details**

|  |  |
| --- | --- |
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| Annexure-II | General Information about Bidder |
| Annexure-III | Technical Bid |
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# Introduction and Disclaimers

## Purpose of RfP

1. This Request for Proposal document (“**RfP document**” or “**RfP**”) has been prepared solely for the purpose of enabling the **Small Industries Development Bank of India**, referred as the “**Bank**” hereafter, to engage Thematic Intervention Expert (TIE) to draw up common strategies for the infrastructure gap areas for all 5 clusters and customize them in consultation with DMEA & CITs to suit local needs and conditions for the cluster intervention programme.
2. It is to be noted that agency applying for the TIE for Infrastructure development role can also apply for the TIE for Skill development and knowledge, however, it cannot apply for CIT rolein any cluster.
3. This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.
4. The tender methodology being followed isunder Two Bid System viz. 1) **Technical bid** and 2) **Commercial bid**.

## Information Provided

1. The RfP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. Neither SIDBI nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents, contractors, or advisers have carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

## Disclaimer

1. Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

## Costs to be borne by Respondents

1. All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations/ presentations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

## No Legal Relationship

1. No binding legal relationship will exist between any of the Respondents and SIDBI until the issues of purchase order / execution of a contractual agreement.

## Recipient Obligation to informitself

1. The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

## Evaluation of Offers

1. Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RfP document.
2. The issuance of RfP document is merely an invitation of offers and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RfP document that it has not relied on any idea, information, statement, representation, or warranty given in this RfP document.

## Acceptance of Selection Process

1. Each Recipient having responded to this RfP acknowledges have reading, understanding and accepts the selection & evaluation process mentioned in this RfP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

## Errors and Omissions

1. Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document but not later than 10 (ten) working days prior to the due date for submission of bids.

## Acceptance of Terms

1. Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms as stated in this RfP.

## Requests for Proposal

1. Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

Contact : Pradyumna K Choudhury

Position : Asst. General Manager  
Email : pradyumna@sidbi.in   
Telephone : +91 - 11 – 23593470

Contact : Richa Sharma

Position : Manager  
Email : richa@sidbi.in   
Telephone : +91 - 11 – 23593470

1. SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent’s response.
2. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly. These details should also be written/ printed without fail on each of the bids envelopes as well.
3. SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

## Notification

1. SIDBI will notify all selected Respondents in writing or by mail as soon as practicable about the outcome of their RfP response.

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# RfP Response

## Bid SubmissionClosing Date

1. RfP Response should be received by SIDBI not later than date and time mentioned in ‘**Critical Information**’ section above, at SIDBI Office premises.

## RfP Validity Period

1. The Bids must remain valid and open for evaluation according to their terms for a period of **90 days** from the last date of the submission of bids.

## Late RfP Policy

1. Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened **within 02 weeks from the bid submission date**.

## Receiving of RfP Response

1. Receiving of RfP response will be recorded by SIDBI in a ‘**Bid Receipt Register**’ kept for the purpose upon receiving the RfP response. The submission of the response should be in the format outlined in this RfP and should be submitted through courier/ hand delivery. If the submission to this RfP does not include all the documents and information required or is incomplete or submission is through Fax/ e-mail mode, the RfP is liable to be rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RfP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

## Requests for information

1. Recipients are required to direct all communications for any clarification related to this RfP, to the designated Bank officials and must communicate the same in writing by the time mentioned in ‘**Critical Information**’ section above. No query / clarification would be entertained over phone.
2. All queries relating to the RfP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

1. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent’s response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
2. The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes, to clarify any response.

## Disqualification

#### Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

## Selection process

#### Successful Bidder will be selected through two bids evaluation process:

##### Technical evaluation

##### Commercial evaluation

## Details of Bids to be submitted

#### Bidders are required to submit their responses in twoseparateenvelopes, with contents of each as under:

| **Envelope**  **No.** | **Bid Contents** | **No. of Copies** | **Label of Envelope** |
| --- | --- | --- | --- |
| **II** | **Technical Bid**   1. Response to Technical Bid –As per format prescribed in **Annexure-III** | Hardcopy – 1 (original)+3 (copies) + soft copy on a cd | “Technical Bid for Engaging Thematic Intervention Expert (TIE) for Infrastructure Development  – Rfp No. 06/2016-17/SIDBI/PMD” |
| **III** | **Commercial Bid**   1. Response to Commercial Bid as per format prescribed in **Annexure-IV** | Hardcopy – 1 | “Commercial Bid for Engaging Thematic Intervention Expert (TIE) for Infrastructure Development  – Rfp No. 06/2016-17/SIDBI/PMD” |

#### Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing **“Bid for Thematic Intervention Expert (TIE) for Infrastructure Development– Rfp No. 06/2016-17-16/SIDBI/PMD”**.

#### All the individual envelopes must be super-scribed with the following information as well:

##### Name of the bidder, Contact Name, ContactNumber and e-mail id.

#### Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

#### Envelope should also contain softcopies of respective response documents of the Technical Bid. Soft copy of the Commercial Bid should not be included in the soft copy

## Important

Bidders must take the following points into consideration during preparation and submission of bids.

#### Authorized signatory must sign all the pages of the response.

#### Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.

#### Faxed or emailed copies of any submission are not acceptable and will be rejected by the Bank.

#### Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

#### If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

\*\*\*\*\*\*\*\*\*\*\*\*

# Background

## About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990.

The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, Development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over the period of time, now meet almost all the requirements of sector which fall into a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

The Bank provides its services through a network of Regional and Branch offices located all over India. Detailed information on the functions of the bank is provided on the bank’s website, [**www.sidbi.in**](http://www.sidbi.in).

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# MSME-Cluster InterventionProgramme (M-CIP)

## Background

1. The MSME sector in India has emerged as the engine of economic growth by contributing significantly towards industrial production (45%), exports (40%) and employment generation (110 million) – the second largest source of employment after agriculture. Notwithstanding the same, the growth of MSME units in many industrial clusters is considered much below their potential.
2. To work towards addressing the financial and non-financial issues of MSME clusters in India, SIDBI has carried out studies in 30 MSME clusters, using specialized agencies, to identify the factors hindering availability of adequate and timely institutional credit, infrastructure and marketing gaps and lack of support services affecting the growth and competitiveness of these clusters.
3. After a thorough analysis of all the study reports, SIDBI has identified 5 gaps which are common to most of the clusters (a) Skill Development Gap, (b) Infrastructure Gap, (c) Knowledge Gap, (d) Credit Gap & (e) Policy Advocacy. Apart from these, there are certain cluster specific gaps which also need to be addressed.
4. SIDBI intends to start detailed interventions covering all the gap areas in these clusters. Out of the 30 MSME clusters studied, SIDBI proposes to make intervention initially in 5 MSME clusters, spread across various regions /zones. On successful launch and based on the experience and findings, the interventions may be rolled out in the remaining clusters.
5. For the first phase, the 5 MSME clusters selected are listed below :

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Zone** | **State** | **Location** | **Cluster** |
| 1 | North | Punjab | Ludhiana | Knitted apparel |
| 2 | West | Gujarat | Rajkot | Engineering |
| 3 | South | Tamil Nadu | Coimbatore | Engineering |
| 4 | East | Bihar | Bhagalpur | Power loom textile |
| 5 | North East | Tripura | Agartala | Bamboo products |

SIDBI has seperately undertaken study of financial and non-financial gaps for each of the 5 clusters in the year 2015, which can be viewed on SIDBI’s website <http://www.sidbi.com/?q=release-study-reports-financial-and-non-financial-gaps-30-clusters>

1. Based on the findings of the studies carried out by SIDBI, the structural design of interventions consists of three layers viz. (i) Design Monitoring & Evaluation Agency (DMEA), (ii) Theme Intervention Experts (TIEs) and (iii) Cluster Intervention Teams (CITs).
2. **Theme Intervention Experts (TIEs)**: Select TIEs would be a specialized agency for a specific thematic area including (a) Skill Development and Knowledge (b) Infrastructure. TIEs would draw up common strategies for the gap areas for all 5 clusters and would customize them in consultation with DMEA & CITs to suit local needs and conditions and guide its implementation
3. **Cluster Intervention Team (CITs):** The role of CITs will be to implement the strategies laid down by DMEA & TIEs to intervene in each gaps areas of their respective clusters. Separate team of CITs will be stationed in each identified clusters which would work at the cluster level in close co-ordination with DMEA &TIEs

## Project Vision and Mission

### Vision

“To encourage selected MSME clusters to gradually develop themselves into “Smart Clusters” in order to become a strong pillar of the “Make in India” initiative”. A vision for the smart clusters is given in Annexure XIV.

### Mission

To stir the cluster-ecosystem, involve key stakeholders and take up lasting strategic interventions aimed at resolving the problems faced by these clusters, with the ultimate objective of filling the gaps in the MSME ecosystem.”

## Project Objective

Develop sustainable, long term solutions for bridging the clusters in areas of:

1. Skill development and supply of trained manpower specific to clusters
2. Development of MSME Infrastructure, more specifically guidance and provision of clear road map for setting up and sustenance of CFCs/ CTPs/ tool rooms etc
3. Specific problems faced by a particular cluster e.g. power issue in Ludhiana knitted apparel cluster and Bhagalpur powerloom textiles cluster, designing cluster specific products for grinder and foundry units in Coimbatore Engineering clusters, etc.
4. Knowledge gaps found in the clusters by organizing awareness programmes about lending schemes of Banks, SIDBI, energy efficiency measures for MSMEs, accounting, book-keeping, best practices, quality improvement, CGTMSE scheme & various government schemes, creating knowledge capsules for distribution among cluster firms and creating a sustainable mechanism for knowledge dissemination in cluster, etc.
5. Financial issues including developing new financial products / customizing existing products specifically suited to the cluster’s requirements and show the demonstration effect thereof, etc.
6. Facilitating infrastructure establishments for overcoming some of the bottlenecks in MSME infrastructure in clusters.
7. Creating appropriate value chain linkage
8. Any other issue as per the need of the cluster

## Purpose

1. The purpose of this ToR is to engage a suitable agency for infrastructure thematic area. TIEs would draw up common strategies for the gap areas for all 5 clusters and would customize them in consultation with DMEA & CITs to suit local needs and conditions for the implementation of M-CIP in the 5 clusters mentioned above at s.no.4.1.

## Scope of the Work:

1. Conduct base line need assessment of a cluster to understand its infrastructural requirements such as Common Facility Centers, etc.
2. Based on need assessment, evolve suitable strategies to address common cluster infrastructure challenges i.e. through PPP mode, establishment of CFC through Special Purpose Vehicle mode, etc.
3. TIE for infrastructure will cover all the 5 clusters
4. Assist the CIT and the stakeholders of the cluster to execute activities towards bridging infrastructural needs. The activities include, but not limited to, the following:
   1. Identify appropriate schemes/fund leveraging options for the identified needs
   2. Assist the CIT in mobilizing and sensitizing the cluster’s stakeholders towards the identified requirements and the solutions
   3. Assist in establishing of SPV and formulation of DPR by the SPV.
   4. Assist the SPV in identification and engagement of service providers/consultants for various services related to CFCs planned (technology, processing, designing, skill development, marketing, financing etc.) for implementation/execution of the interventions outlined in the DPR.
   5. Assisting the SPV in releasing/mobilizing funds for the project. Such mobilization would involve preparation of proposals under relevant schemes of the Government apart from tying up loans from the banks.
   6. Assisting the SPV in obtaining requisite statutory approvals/clearances.
   7. Appraising the individual project submitted by the SPV.
   8. Guide the CITs and SPVs for establishing the CFC and making it functional
5. Work closely with CIT on a) infrastructure sections of the Diagnostic Study Report for each cluster; b) include the strategy to address the needs of the cluster; c) infrastructure section of the Action Plan, defining key activities; d) prepare objective, verifiable indicators and targeted outcomes for all activities individually as well as overall objective of the theme
6. TIE must suitably 1)modify action plan of CIT to address infrastructure issues 2) establishing/providing relevant contacts for execution of activities 3) monitorthe progress of activities and ensure completion of the activities as per the timelines of the action plan and as per the targets defined.
7. TIE must allocate a) one project leader who will guide the project team and also liaison with government officials/stakeholders during the implementation phase; b) One Infrastructure expertwho will do/ guide DPR preparation and execution; c) 4 sector experts: One powerloom textile expert, one General Engineering expert, One Energy expert, One Bamboo expert
8. The project leaderand the Infrastructure expertshould be full time employees of the agency but can be engaged on part time basis in the project. The other 4 sector experts may not necessarily be the full time employees of the agency.
9. Regular (initially monthly for 6 months and then quarterly for the rest of the project timeline) reporting to DMEA on progress of their activities in action plan. Prepare and submit monthly reports as per the prescribed format to DMEA. The DMEA will also chart out other workshops/training programs etc. during the course of the project which the TIE will be expected to participate in.

## Expected Outcomes /deliverables

### Expected outcome

1. Successfully implement the infrastructure program in the select cluster (s) such that by the end of the project, the facility is established and made functional
2. Implement the infrastructure project successfully such that the learnings and findings of the project may be used to upscale the initiative in the remaining 25 clusters.

### Expected Deliverables

1. Infrastructure section of the Diagnostic Study Report (to be prepared in coordination with DMEA and CIT).
2. Cluster-wise report on need assessment for infrastructure with suggestive strategy to plug the gaps.
3. Analyze and develop possible common strategies for addressing infrastructure gaps based on findings of the above mentioned and where required, customized based on cluster specific requirements.
4. Participate in the preparation and execution of annual Action Plans along with CIT and DMEA for infrastructure development activities.
5. Creating/ strengthening SPV, Preparation of DPR, approval for infrastructure development with receipt of funds from government/mobilization from other sources and establishment of CFC
6. Monthly Progress Reports to DMEA on progress of activities in the action plan of each cluster
7. Presentations of progress of project (annually).
8. End of Project Report

## Eligibility Criteria

* Eligibility Criteria of the agency

The agency would be expected to be highly experienced, qualified and skilled

in the field and should have:

|  |  |  |
| --- | --- | --- |
| S. No | Criteria | Minimum Requirement |
| 1. | Background and workexperience of the firm | * The agency should have minimum 5 years of experience in the MSME and/or enterprise development sector |
| 2. | Experience of working on a similar assignment | * The agency should have minimum 3 years of experience of working in infrastructure development projects * The agency should have worked with at least 1 central/ state ministry/ department, or national/ international funding agency/ Financial Institution for development of industrial infrastructure for MSME * The agency should have prepared Detailed Project Report (DPR) and implemented the same in at least 2CFCs in India |
| 3. | Turnover of the agency | * The agency must have an average turnover of INR 2 Crores for last 3 years (2014-15, 2013-14 and 2012-13) |

* Eligibility Criteria of the team

|  |  |  |
| --- | --- | --- |
| S. NO | Criteria | Minimum Requirement |
| 1. | Qualification and experience of the project leader (Full time) | Educational Qualification: At least Post Graduate  Experience: Should have more than 10 year work experience in infrastructure development projects. Experience of working in MSME Clusters is preferable |
| 2. | Qualification and experience of the person involved in DPR preparation and execution (Full time) | Educational Qualification: At least Post Graduate  Experience: Should have more than 7 year work experience in infrastructure development projects, preferably in MSME sector. |
| 3. | Qualification and experience of the sectoral expert (Total **4 sector experts:** One textile expert, one General Engineering expert, One Energy expert, One Bamboo expert) (Can be Part Time) | Educational Qualification:Min Post Graduate in the relevant Sector.  Experience: Have experience of minimum 7 years in the relevant sector as technical expert |

## Reporting / Review Requirements

1. **Periodic reviews:** The agency shall make a brief presentation to DMEA and SIDBI (supported by a review report) every month.
2. DMEA and SIDBI, New Delhi office shall review the performance of TIE-Infrastructure from time to time
3. **Mid-term and final evaluation:** The agency shall provide necessary information for the mid-term review during the project and a final evaluation near the end of the contract period by DMEA.

## Timeframe

1. The agency must mobilize personnel and office infrastructure within two weeks of signing the contract. The duration of the contract is 32 months.

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# Terms and Conditions

## General

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its **Annexures**. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
2. SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers. SIDBI reserves the right to make any changes in the terms and conditions. SIDBI will not be obliged to meet and have discussions with any Bidder. However, SIDBI, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.
3. The maximum contract value for TIE-Infrastructure Development is INR 75 lakhs (Indian Rupees Seventy Five Lakhs only) excluding service tax as applicable. Agencies need to estimate their budget and should apply as per the format mentioned in Annexure IV.
4. Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while preparing technical and commercial proposal for the project. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected Bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder’s failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
5. Unless agreed to specifically by the Bank in writing for any changes to the RfP issued, the Bidders’ responses would not be incorporated automatically in the RfP document.
6. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RfP shall be the governing document for arrangement between the Bank and the Bidders.
7. SIDBI reserves the right to change the required specifications and ask for the revised bids or cancel the process without assigning any reasons.
8. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.
9. The Bidder is obliged to give sufficient support to SIDBI’s staff, work closely with SIDBI’s staff, act within its own authority, and abide by directives issued by SIDBI in terms of this RfP and subsequent purchased order/ contract. The Bidder is responsible for managing the activities of its personnel deployed at SIDBI in connection with the services being rendered under this RfP and subsequent contract, and will be responsible for any misdemeanors.
10. The Bidder shall have the sole responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the Project
11. The Bidder’s selection under this RfP document is on the understanding that this RfP contains only the broad provisions for the entire assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/ incidental to the successful completion of the entire assignment.
12. The Bidder shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/ franchisees and will be accountable for both. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this RfP.
13. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the purchase order to be issued for this RfP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Bidder shall be paid by Bidder alone and the Bank shall nothave any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder’s employee, agents, contractors, and subcontractors, etc. The Bidder shall hold the Bank, its successors, Assignees and Administrators fullyindemnified and harmless against loss or liability, claims, actions or proceedings,if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
14. All findings, deliverables, achievements, reports received (by the Bidder) furnished will be solely the propety of SIDBI and Bidder will not have claim on that whatsoever in the case.

## Commercial Bid

#### **Currency** - The Bidder is required to quote in Indian Rupees (**‘INR’/ ‘`’**). Bids in currencies other than INR shall not be considered.

#### While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

#### It would be bidder’s responsibility to identify and factor cost of each and every commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder has to provide the services at its own cost. However, if anything is missed out by SIDBI in the RfP document, SIDBI would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Bidder for similar such item.

#### The Commercial Bid should be submitted in the format prescribed in the RfP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.

## Service Delivery

#### To meet SIDBI’s requirements, as spelt out in the RFP, the Bidder must have the requisite experience in providing services as required under the project and the financial wherewithal that would be required to successfully provide the services sought by SIDBI, for the entire period of the contract.

#### Selected bidder would be issued ‘Letter of intent (LOI)’on final selection and completion of internal approval formalities of the bank. Immediately after the receipt, the selected bidder must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI within the stipulated period.

#### Time would be the essence of this RfP and subsequent LOI placed with the Successful Bidder. Therefore, the Bidder must strictly adhere to the delivery schedules failure to which will be considered as breach of the terms and conditions.

#### The Bidder undertakes to provide appropriate human as well as other resources required, to execute various tasks assigned as part of the project, from time to time.

## Rules for Responding to the RfP

#### All responses should be in English language. All responses by the Bidders to this RfP document shall be binding on such Bidders till the bid validity.

#### All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder. Bidders are required to attach a ‘**Letter of Competence**’ from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in **Annexure VII**.

#### Any part of the response either technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the bank.

#### SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of SIDBI, the information furnished is incomplete or the Bidder does not qualify for the contract.

#### The Commercial and Technical bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be liable to be rejected.

#### The bidders should obtain necessary permissions and approval from the customers whose references have been given in their response, for undertaking site visits and or their obtaining feedback by the Bank.

#### The Bidder must submit the response exactly in the formats mentioned in this RfP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. SIDBI would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misguiding or having irrelevant additional information.

#### In case the Bidders quote for more than one proposal then the response would be considered as improper and liable to be rejected. The Bidders should not give options to the Bank to select from the multiple offers. The Bidder is expected to select the best option which is cost-effective and meeting the entire Tender specifications after taking into consideration the effort estimates for implementation of the same. It is the responsibility of the bidder to decide the best suitable proposal.

#### The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RfP. If any services, functions or responsibilities not specifically described in this RfP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RfP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RfP and shall be provided by the bidder at no additional cost to the Bank.

#### The bidder shall represent that implementation of the programmeand its constituents including documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder further represents that the documentation to be provided to the Bank shall be prepared and maintained in accordance with the highest industry standards. The bidder represents and agrees to obtain and maintain validity throughout the project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.

#### The Bank will not be responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to this RfP and the expected service levels as mentioned herein. In the event of any deviations, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements as stipulated in this RfP.

#### Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by SIDBI.

#### SIDBI would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.

#### The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description complying with the requirement must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “offered”, “noted”, “as given in brochure / manual” is not acceptable. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

#### Responses received become the property of SIDBI and can’t be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

#### The Bidders shall adhere to the terms of this RfP document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RfP. The Bank reserves its right to not to accept such deviations to the Tender terms, in its sole and absolute discretion.

## Bid Security and Performance Guarantee

### Performance Bank Guarantee (PBG)

#### The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to **10% of the total order value with BG validity up to the last date of the contract period and invocation period of 06 (six) months beyond the BG validity date**.

#### The successful Bidder shall provide the performance bank guarantee after contract has been signed with the Bank.

#### In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank of India only.

#### The Project will be deemed complete only when all the services contracted for by the Bank are implemented in compliance with the terms of this RfP.

#### The Performance Bank Guarantee would be returned to the successful Bidder after the expiry of the warranty period plus 90 days on successful completion of the project and also upto satisfaction of the Bank that there are no dues recoverable from the successful Bidder.

#### Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

#### Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the **performance guarantee accordingly.**

## Payment Terms

#### The bidder will submit the cost details in the specified format mentioned in **Annexure - IV**. Payments shall be made to the Bidder as per the following schedule:

|  |  |  |  |
| --- | --- | --- | --- |
| **S No** | **Stage** | **Payment terms** | **Time line** |
| Inception/Pre Implementation | | |  |
| 1. | Submission and acceptance of detailed roadmap /methodology for the intervention plan in the cluster including Logframe for the assignment; and  Upon firming up of the project infrastructure setup, placements of local teams and project coordinators at HO/ field level. | 10% | Within 1 month of signing of contract |
| 2. | Validation of Action Plans for the cluster agencies and development of their Nested Logframes. | 15% | Within 2 months of signing of contract |
| Implementation stage | | |  |
| 3. | 65% payment on quarterly basis in 9 installments commencing after completion of above and linked to the submission and acceptance of satisfactory quarterly progress reports. | 65% (over a period of 30 months) | over a period of 30 months |
| Project windup / Exit Phase | | |  |
| 4. | The amount released shall be linked to the claims/ actual expenses . The payment of last installment of 10% would be released on successful completion of the project along with satisfactory approval of the end of project report / final review of the project intervention. | 10% |  |

#### Payments will be made after deducting TDS/other taxes and applicable penalty, if any.

#### All the payments will be made by SIDBI, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder’s banker] **Bank Mandate Form** as per format prescribed in **Annexure – XII**. In case the bidders have already submitted the form with bank in connection with any other tender/ transactions, same need not to be submitted again and the fact should be clearly mentioned in the General Information about Bidder - **Annexure II**.

## Rules for Evaluation of Responses

#### To assist in the scrutiny, evaluation and comparison of responses/offers, SIDBI may, at its discretion, ask some or all Bidders for clarifications on their offers. The request for such clarifications and the response will necessarily be in writing. SIDBI has the right to disqualify the Bidder whose clarification is not received by SIDBI within the stipulated time or is found not suitable to the proposed project.

#### Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

#### SIDBI may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of SIDBI contains any false or misleading claims or statements. SIDBI shall not be liable to any person for excluding or rejecting any such proposal.

#### SIDBI reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document. SIDBI would not give any clarification/explanation to the concerned bidder in case of such rejection.

#### SIDBI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

#### SIDBI will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, SIDBI shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

## Corrupt and fraudulent practice

#### As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of thisRfP and subsequent contract(s). In this context, the bidders to note the following:

##### “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

##### “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

##### The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## Waiver

#### No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right, power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## Violation of terms

#### The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

## Confidentiality

#### This RfP contains information proprietary to SIDBI. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of SIDBI. The Bidders shall submit a non-disclosure agreement as per **Annexure - XII** on non-judicial stamp paper of appropriate value at the time of submission of bids.

#### In case the selected bidder acts is extending similar servicesto multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

## IPR Infringement

#### As part of this project, bidder / service provider will deliver reports, if the use of any such report by / for SIDBI, infringes the intellectual property rights of any third person, bidder shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to reports provided/used by Bidder/Service provider under this project.

## Limitation of liability

#### Save and except the liability under Section of ‘IPR Infringement’ and/or indemnity provision in **Clause 5.21**herein below, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the bidder, arising at any time under this Agreement shall not exceed the ordervalue.

## Audit

#### The bidder shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.

## Grievances Redressal Mechanism

#### Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The Bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RfP.

## Compliance with Statutory and Regulatory Provisions

#### It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

## Taxes and Duties

#### The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc..

#### The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with **The selected bidder may have to execute an indemnity bond in favour of the Bank in this regard**.

#### Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the bidder at his cost.

#### Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

## Right of Publicity

#### Any publicity by the Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.

## Resolution of Dispute

#### SIDBI and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, SIDBI and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.

#### The dispute resolution mechanism to be applied shall be as follows:

##### In case of Dispute or difference arising between SIDBI and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.

##### Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

##### The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.

#### The Agreement shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Delhi.

#### No conflict between the BIDDER and SIDBI shall cause cessation of services. Only by mutual consent the services will be withdrawn.

## Force Majeure

#### Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to this RfP is the result of an event of Force Majeure.

#### If a Force Majeure situation arises, successful bidder shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem.

#### In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

## Indemnity

#### The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

##### Bank’s authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or

##### An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or

##### Claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the Bidder, against the Bank; and/or

##### Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or

##### Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

##### Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or

##### Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or

#### The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

##### Notifies the Bidder in writing; and

##### Cooperate with the bidder in the defense and settlement of the claims.

## Conflict of Interest

1. Tenderers must disclose in their Tender details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest; this includes any sub-contractor, if they were awarded this contract. Where Tenderers identify any potential conflicts they should state how they intend to avoid such conflicts. SIDBI reserves the right to reject any Tender which, in SIDBI’s opinion, gives rise, or could potentially give rise to, a conflict of interest

\*\*\*\*\*\*\*\*\*\*

# Form of Proposal

## Technical Bid

#### The technical bids should be submitted as per **Annexure-III**.

## Commercial Bid

#### The commercial bids should be submitted as per **Annexure-IV**. Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of this RfP, shall be declared as ‘**Non-responsive’** and hence shall be rejected.

\*\*\*\*\*\*\*\*\*\*\*\*

# Evaluation Methodology

## Evaluation process

#### The Bank has adopted a Two (2) bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.

##### Technical Bid

##### Commercial Bids

#### The Bank shall evaluate **‘Technical Bids’**. Based on the outcome of Technical evaluation, **‘Commercial bids’** shall be opened for the technically qualified proposals only. The final selection will be done based on **the commercial evaluation**of technically short listed bidders.

#### The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.

#### During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.

#### **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.

## Evaluation of Technical Bids

#### The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.

#### Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

#### SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.

#### The technical bid will be analyzed and evaluated w.r.t. to the implementation plan and methodology complying with the specifications, features and functionalities as prescribed in the Technical Bid.

#### Technical evaluation shall be carried out on the following parameters & sub-parameters:

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No** | **Criteria of assessment** | | **Max marks** |
| 1 | Experience of working in the area of Infrastructure development in “MSME clusters" | Experience of undertaking DPR and getting approval through scheme linkage in last 5 years | 25 |
| Experience of execution/ creation of infrastructure in last 5 years | 25 |
| 2 | Understanding of ToRs and Proposed Methodology | Approach: Appropriateness and clarity of the proposed approach | 6 |
| Methodology & Work plan: Demonstrate capacity to effectively undertake the task including clarity on methodology to be followed | 10 |
| 3 | Qualification and Experience of the team | Qualification and experience of the project leader | 7 |
| Qualification and experience of the person involved in DPR preparation and execution | 7 |
| Qualification and experience of the sectoral expert (Total 4 sector experts: Textile expert, General Engineering expert, Energy expert, Bamboo expert) | 20 |
|  | Total | | 100 |

#### The technical bid will be analyzed and evaluated, based on which the **Relative Technical Score (RSTech)** shall be assigned to each bid on the basis of parameters mentioned above.

#### **Relative Technical Score (RSTech)** for each vendor will be calculated as follows based on above parameters:

RSTech = T / Thigh  \* 100

Where, RSTech = Relative score obtained by the bidder

T = Technical score obtained by bidder

Thigh = Highest Technical score secured among the bidders.

#### Technical Bids receiving **RSTech** greater than or equal to a score of **70 (cut-off marks)** would be shortlisted for commercial evaluation.

#### In the event there are less than three bidders securing 70 or more, SIDBI reserves the right to shortlist top three bidders for commercial evaluation.

## Evaluation of Commercial Bids

#### In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be considered for commercial evaluation.

#### The date for opening of commercial bids will be separately advised.

#### **Relative Technical Score (RSTech)** of the technically qualified bidders would be announced in the presence of the bidders representatives and the commercial bids of those bidders would be opened for commercial evaluation.

#### **Relative Commercial Score (RSCom)** for each vendor will be calculated as follows:

**RSCom** = CLow / C \* 100, where

RSCom = Relative score for Commercial Bid of the vendor

C= Commercial bid value of the current bid

CLow=Lowest commercial bid value out of all the commercial bids.

## Final Selection of the Eligible Bidder

#### Total Relative Score (RS) obtained by each eligible vendor will be calculated as follows:

**RS = RSTech \* 0.7 + RSCom\* 0.3**

#### The vendor with the **highest Relative Score (RS)** will be selected subject to the acceptance/ compliance of all other terms and conditions defined in this RfP document.

\*\*\*\*\*\*\*\*\*\*

## Annexure –I.Bid Covering Letter

*(To be submitted on Bidder’s company letter head)*

Date:

The Deputy General Manager

Small Industries Development Bank of India,

12thFloor, Videocon Tower,

E1 Rani Jhansi Road,

Jhandewalan Extension,

**New Delhi – 110 055**

Dear Sir,

**Engaging Design Thematic Intervention Expert (TIE)**

**(RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016)**

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

Technical bid and Commercial bid inside separate envelopes, in prescribed formats.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in **Annexure-VI (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
|  | Designation … |
|  | Name of the Organisation … |
|  | Seal … |

## Annexure –II.General Information about Bidder

**(RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Details of the Bidder (Company)** | | | | | | |
| 1 | Name of the Bidder | | |  | | |
| 2 | Address of the Bidder | | |  | | |
| 3 | Status of the Company (Public Ltd/ Pvt. Ltd) | | |  | | |
| 4 | Details of Incorporation of the Company | | | Date: |  | |
| Ref.# |  | |
| 5 | Details of Commencement of Business | | | Date: |  | |
| Ref.# |  | |
| 6 | Sales tax registration no. | | |  | | |
| 7 | Service tax registration no. | | |  | | |
| 8 | Employee Provident Fund (EPF) Registration no. | | |  | | |
| 9 | Employee State Insurance (ESI) no. | | |  | | |
| 10 | Permanent Account Number (PAN) | | |  | | |
| 11 | Bank Mandate Form Status <***tick appropriate***>: | | | | | |
| 12 | Already Submitted with SIDBI Being submitted herewith as per format | | | | | |
| Bank Account Details as in Bank Mandate Form:   |  |  |  |  | | --- | --- | --- | --- | | **S.N.** | **Bank Name and Branch** | **Account Type / No.** | **IFSC Code** | |  |  |  |  | | | | | | |
| 13 | Name & Designation of the contact person to whom all references shall be made regarding this tender and in whose name the power of attorney has been issued. | | |  | | |
| Telephone No. (with STD Code)& E-Mail of the contact person | | |  | | |
| Fax No. (with STD Code) | | |  | | |
| 14 | Company website | | |  | | |
| 15 | Financial Details (as per audited Balance Sheets) (**in Rupees Cr**) | | | | | |
| 16 | Year | **2012-13** | **2013-14** | | | **2014-15** |
| 17 | Net Worth |  |  | | |  |
| 18 | Turn Over |  |  | | |  |
| 19 | PAT |  |  | | |  |

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
|  | Designation … |
|  | Name of the Organisation … |
|  | Seal … |

## Annexure –III.Technical Bid

**(RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016)**

**Form of Proposal**

#### Your tender should be set out in three main parts:

#### Part A - Executive Summary

#### Part B - General and Technical

#### Part C – Commercial

#### Parts A& B may be bound together but part C must be bound separately to enable technical and commercial tenders to be evaluated independently. Please do not include any price information in Part A or B.

#### Part A& B should not be of more than 30 pages (font Arial size 12) excluding CVs and Annexure. No publicity material is required. Include all four copies of your Technical Tender (part A and B) in one envelope. Include one CD containing your Technical Tender (The CD should not contain any Commercial Information).

#### **Part A – Executive Summary**

#### This should be a brief overview of your tender covering how you intend to achieve the outputs and your assessment of the resources required.

**Part-B (General and Technical)**

**Technical Proposal – Proforma 1 (TPP-1)**

1. Section 1 Any Qualification to Terms of Reference. (TPP1)

* Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
* Provide a brief description about of your Organization as relevant to this assignment. Further, a self-assessment note with justification how the agency is capable for this assignment

**Technical Proposal –Proforma 2 (TPP-2)**

1. Section 2 Technical Response (including method of implementation and work plan in the form of a Gantt chart showing activities, milestones, deliverables etc. against time) (TPP-2)

a)Technical Approach and Methodology.

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, milestones (including interim approvals by PMD, SIDBI), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

**Work Schedule and planning for deliverables**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Deliverables** 1 **(Task-..)** | **Months** | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **...** | **n** | **TOTAL** |
| **Task-1** | {e.g., Deliverable #1: Report A |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) data collection |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) drafting |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3) inception report |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4) incorporating comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5)....................... |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 6) delivery of final report to Client} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Task-2** | {e.g., Deliverable #2:...............} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **n** |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**Technical Proposal –Proforma 3 (TPP-3)**

1. Section 3 Names & CVs of personnel to work on this project and also provide information as per below mentioned table (in the CV please cover name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known) (TPP-3)

Please provide the summary in the following format and enclose detailed CVs (As per the format enclosed as **Annexure-XIV**.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed Position** | **Educational qualification** | **Experience**  **(In MSME Sector and Infrastructure development projects)** | **Employment Status \*** | **Description/ Position** | **Remarks** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

\*Full Time/Part time

**Technical Proposal –Proforma 4 (TPP-4)**

1. Section 4 Personnel Inputs against each activities/tasks of the TOR in tabular format– include person days **without any reference to fees.** (TPP-4)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s input (in person/month) per each Deliverable** | | | | | | | | | | | | | **Total time-input**  **(in Months)** | | |
| **Position** |  | **Task-1** |  | **Task-2** |  | **Task-3** | **........** |  | **Task-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | [*Home]* | [2 mth] |  | [1.0] |  | [1.0] |  |  |  |  |  |  |  |  |  |
| [*Field*] | [0.5 m] |  | [2.5] |  | [0] |  |  |  |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
| **NON-KEY EXPERTS** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

(Key staff: The core positions mentioned in the RfP, Non key staff: Additional positions suggested by the bidder)

**Technical Proposal –Proforma 5 (TPP-5)**

1. Section 5 Previous experience (please indicate name of assignment, name/address of employer, date of award of assignment, date of completion of assignment, value of the assignment and role of your firm viz. prime consultant, sub-consultant, consortium member etc.) (TPP-5)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Title of assignment** | **Duration**  **(From – To)** | **Country, State** | **Value (In Rupees)** | **Details of Client** | **Lead Firm/Organization** | **Short Description about assignment** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

1. Section 6 Matters not appropriate in any other appendix, e.g. Joint Ventures, Disclosures, Conflict of Interest etc.

## Annexure –IV.Commercial Bid

**(RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016)**

***[Amt in `]***

**Financial Proposal - Pro forma 1 (FPP-1)**

1. **Personnel Inputs And Fee Rates**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **NAME** | **FIRM** | **EMPLOYMENT STATUS\*** | **DESCRIPTION / POSITION** | **No of DAYS** | **DAILY FEE RATE (INR)** | **AMOUNT(INR)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **TOTAL PROFESSIONAL FEES: (A) Rs.** | | | | | |  |

\* Full time employee / project resource

**Financial Proposal - Pro forma 2 (FPP-2)**

1. **Reimbursable Costs**

Reimbursable costs\* of agency should be shown separately in the format set out below using separate sheets to provide full details under each heading.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Details** | **NO** | **UNIT** | **RATE** | **COST (Rs)** |
| FARES Domestic |  | Economy |  |  |
| Other travel costs (specify) |  |  |  |  |
| Vehicle Rental for Local Travel |  |  |  |  |
| Sub Total |  |  |  |  |
| SUBSISTENCE person/days |  |  |  |  |
| Sub Total |  |  |  |  |
| ACCOMMODATION person/days |  |  |  |  |
| Other cities (specify) |  |  |  |  |
| Sub Total |  |  |  |  |
| COMMUNICATION including telephones, internet, postage, etc. |  |  |  |  |
| DOCUMENTATION AND REPORTING including computing expenses |  |  |  |  |
| **ANY OTHER (Specify)** |  |  |  |  |
| TOTAL PROJECTED REIMBURSABLE COSTS: (B) Rs | | |  | |

**\*Heads are indicative and may be suitably modified to suit requirements of the proposal being submitted.**

**Financial Proposal - Proforma 2 (FPP-3)**

**SUMMARY OF FEE RATES AND EXPENSES**

|  |  |
| --- | --- |
| **PARTICULARS** | **AMOUNT (INR)** |
| Total Fees (A) |  |
| Total Reimbursable Expenses (B) |  |
| **Sub Total** |  |
| Service Tax |  |
| **TOTAL** |  |

**Bidder may please make note of the following**:

1. The costs must be in Indian Rupees.
2. No conditions should be stipulated in the commercial bids. The conditional bids shall be rejected.

## Annexure –V.Declaration Regarding Clean Track Record

*(To be submitted on Bidder’s company letter head)*

Date:

The Deputy General Manager

Small Industries Development Bank of India,

12th Floor, Videocon Tower,

E1 Rani Jhansi Road,

Jhandewalan Extension,

**New Delhi – 110 055**

Dear Sir,

**Declaration Regarding Clean Track Record**

**(RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016)**

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP No. (RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016) regarding selection of the Bidder for Engaging Thematic Intervention Expert (TIE)in SIDBI. We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last 05 years. I further certify that I am competent officer in my company to make this declaration that all the terms and conditions and details/ inputs filled in the bid are binding on us.

Thanking you,

Yours sincerely,

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
|  | Designation … |
|  | Name of the Organisation … |
|  | Seal … |

## Annexure –VI.Statement of Deviations

*(To be submitted on Bidder’s company letter head)*

**(RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016)**

Bidders are required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

SIDBI may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by SIDBI will not entitle the bidder to submit a revised commercial bid.

Further, any deviation mentioned elsewhere in the response other than in this format shall not be considered as deviation by SIDBI.

|  |  |  |  |
| --- | --- | --- | --- |
| **List of Deviations –**  **RfP for Engaging TIE for Infrastructure Development** | | | |
| **S. No.** | **Clarification point as stated in the tender document** | **Page / Section Number in RfP** | **Comment/ Suggestion/ Deviation** |
| 1. |  |  |  |
| 2. |  |  |  |

***<additional rows may be added, if required>***

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory: |
| Place | Name of the Authorised Signatory: |
|  | Designation: |
|  | Name of the Organisation: |
|  | Seal: |

## Annexure –VII.Letter of Competence

*(To be executed on a non judicial stamp paper of requisite value)*

**(RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016)**

This is to certify that we*[Insert name of Bidder]*, address…………………..are fully competent to undertake and successfully deliver the services as per scope mentioned in the above RfP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfP.

We certify that the quality and number of resources to be deployed by us for implementation will be adequate to deliver the services professionally and competently within the prescribed time frame.

We also certify that all the information given by us in response to this RfP is true and correct.

Thanking you,

Yours sincerely,

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
|  | Designation … |
|  | Name of the Organisation … |
|  | Seal … |

## Annexure –VIII.Power of Attorney

*(To be executed on a non judicial stamp paper of requisite value)*

**(RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016)**

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2014, We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <**Name**>, <**Employee no**.>, <**Designation**> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

1. Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘**Request for proposal No. (RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016) for Engaging Thematic Intervention Expert (TIE)**’ and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all transaction, action, deeds, execution whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has caused these presents to be executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS:

Signature of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_

Attested

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Annexure –IX.Performance Bank Guarantee

*(To be executed on a non judicial stamp paper of requisite value)*

*(This is a sample format and final contents are subject to*

*Verification before execution of the document)*

**BANK GUARANTEE**

**Small Industries Development Bank of India**

**SIDBI Tower**

**15, Ashok Marg**

**Lucknow - 226001**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office atTwelth Floor, Videocon Tower, E1 Rani Jhansi Road, Jhandewalan Extension, New Delhi – 110 055 (hereinafter called the SIDBI ) having agreed to award a contract to M/s. ‘ Bidder Name’ having its office at ‘ Bidder’s Office Address’, (hereinafter called "the Service Provider") for “**Engaging Thematic Intervention Expert (TIE)**” on the terms and conditions contained in the LoI No………. dated \_\_\_\_\_\_\_\_\_\_ placed with the Bidder and SIDBI (hereinafter called "the said Order”) which terms, interalia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. `. \_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only), for the due fulfillment by the Bidder of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) \_\_\_\_\_\_\_, having its principal/ registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address)\_\_\_\_\_\_ \_\_\_\_\_\_\_ (herein after referred to as (Bank name) \_\_\_\_\_\_\_\_\_\_\_\_\_ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for an amount of ` \_\_\_\_\_\_\_ in favour of **Small Industries Development Bank of India (SIDBI)**

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_\_\_\_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by reason of any breach by the Bidder of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of `. \_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as may be specified in such written demand, in the event of the Bidder failing or neglecting to perform the said Order for “**Engaging Thematic Intervention Expert (TIE)**” to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Bidder under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_\_\_\_, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Bidder from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Bidder and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or extend beyond \_\_\_\_\_\_\_\_\_\_\_\_\_
6. The liability under this guarantee is restricted to `. \_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on or before (date) \_\_\_\_\_\_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Bidder or any change in the constitution of the Bidder or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. This guarantee shall remain in force until (date) \_\_\_\_\_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_\_\_\_\_, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
10. We, (bank name, place) \_\_\_\_\_\_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
11. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` \_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_).
12. Our liability pursuant to this guarantee is upon the receipt of a valid and duly executed written claim, in original, by (bank name & address)\_\_\_\_\_\_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date)\_\_\_\_\_\_\_\_, (bank name & place) \_\_\_\_\_\_\_\_\_\_\_\_\_. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place\_\_\_\_\_\_) shall have exclusive jurisdiction.
13. Kindly return the original of this guarantee to (bank name & address) upon the earlier of (a) its discharge by payment of claims aggregating to ` \_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c)\_\_\_\_\_\_\_\_ (date)”
14. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by way of DD payable at New Delhi

In witness where of we ...................... have set and subscribed our hand and seal this ........................ day of .........................2015.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name..........................

Signature.......................

Designation..................

2) Name..........................

Signature.......................

Designation..................

## Annexure – X. Letter of Conformity

*(To be submitted on Bidder’s company letter head)*

Date:

The Deputy General Manager

Small Industries Development Bank of India,

12th Floor, Videocon Tower,

E1 Rani Jhansi Road,

Jhandewalan Extension,

New Delhi – 110 055

Dear Sir,

**Engaging Thematic Intervention Expert (TIE)**

**(RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016)**

We, the undersigned bidders, having read and examined the aforesaid RfP document, issued by SIDBI and hereinafter referred as ‘Bank’ do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in **Annexure-VI** of the main RfP document which are expressly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
|  | Designation … |
|  | Name of the Organisation … |
|  | Seal … |

## Annexure – XI.Non-Disclosure Agreement

*(Sample Format – To be executed on a non-judicial stamped paper of requisite value)*

WHEREAS, we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute ““**Engaging Thematic Intervention Expert (TIE)**” as per scope defined in the **Request for Proposal (RfP) No. (RfP No: 06/2016-17/SIDBI/PMD dated August 31, 2016)**for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office atTwelth Floor, Videocon Tower, E1 Rani Jhansi Road, Jhandewalan Extension, New Delhi – 110 055(hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

|  |  |
| --- | --- |
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
|  | Designation … |
|  | Name of the Organisation … |
|  | Seal … |

## Annexure –XII.Bank Mandate Form

*(To be submitted in Duplicate)*

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor Code (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Address of the Borrower / vendor / supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pin Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail id:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No. with STD code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Permanent Account Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MSE Registration / CA Certificate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if applicable)

3. **Particulars of Bank account:**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Beneficiary Name |  | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bank Name |  | | | Branch Name | | | | |  | | | | | | | | | | | | | | | | | | |
| Branch Place |  | | | Branch City | | | | |  | | | | | | | | | | | | | | | | | | |
| PIN Code |  | | | Branch Code | | | | |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
| MICR No. |  | | |  | | | | |  | | | | | | | | | | | | | | | | | | |
| Account type | Saving | | | Current | | | | | Cash Credit | | | | | | | | | | | | | | | | | | |
| Account No. | (as appearing in the Cheque book) | | |  |  |  |  |  |  |  | | |  | |  | |  | |  | |  | |  | |  | |  |
| **(Code number appearing on the MICR1cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| IFSC CODE**2** | For RTGS transfer |  | For NEFT transfer | | | | | | | |  | | | | | | | | | | | | | | | | |

**4. Date from which the mandate should be effective :**

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the party / Authorized Signatory

…………………………………………………………………………………………………………………

Certified that particulars furnished above are correct as per our records.

Bank’s stamp:

Date :

(Signature of the Authorized Official from the Banks)

**N.B.: RTGS/NEFT charges if any, is to be borne by the party**

**1, 2: Note on IFSC / MICR**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank’s code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

## Annexure – XIII.Smart Clusters – A Vision

1. **Well maintained basic infrastructure**

* Approach roads / internal roads
* Regular power supply / own power plant
* Regular water supply
* Green / climate friendly

1. **Self-sufficient internal infrastructure**

* Common Facility Centre - Tool rooms, design centre, testing laboratories
* Common Effluent Treatment Plant
* Own Raw Material bank/warehouse
* Own trade fair/exhibition centre
* A knowledge centre
* A permanent skill development arrangement
* Own website
* Energy Efficient / Solar power

1. **Cluster management**

* A strong Business Membership Organisation (BMO), with proactive role in channelising credit to its members
* An SPV with active member-contribution
* Financing tie up with at least one leading bank
* Access to experts for problem resolution
* Proactive support to banks/FIs in developing customized financial products/schemes for the cluster.

## Annexure-XIV: CURRICULUM VITAE (CV)

|  |  |
| --- | --- |
| **Position:** |  |
| **Name of Expert:** |  |
| **Date of Birth:** |  |
| **Country of Citizenship/Residence** |  |

**Education**

|  |  |  |
| --- | --- | --- |
| **Name of Institution** | **Degree Obtained** | **Year of Obtainment** |
|  |  |  |
|  |  |  |

**Full Employment History**

|  |  |  |  |
| --- | --- | --- | --- |
| **From** | **To** | **Employer** | **Position held** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Employment record relevant to the assignment**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact for references** | **Country/ State/ Cluster** | **Value of the project (In INR Lakh)** | **Summary of activities performed relevant to the assignment** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Membership in Professional Associations and Publications:**

**Language Skills**

|  |  |  |  |
| --- | --- | --- | --- |
| **Language** | **Speaking** | **Reading** | **Writing** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Adequacy for the assignment**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned** | **Reference to prior Work/Assignments that Best Illustrate Capability to Handle the Assigned Tasks (to be filled in by the personnel)** |
|  |  |

**Expert’s contact information:**

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to mi disqualification or dismissal by the Client, and/or sanctions by the bank.

Name of Personnel Signature Date

Name of the Authorised Signatory Signature Date

End of RfP Document