

विभिन्न राज्यों में एमएसएमई पारितंत्र के विकास के लिए राज्य स्तर पर / राज्य सरकारों के साथ सिडबी के कार्याकलापों के संचालन और सहयोग हेतु परियोजना प्रबंधन इकाइयों के नियोजन के लिए एजेंसी (ओं) की नियुक्ति के संबंध में सिडबी पात्र बोलीकर्ताओं से मुहरबंद निविदाएँ के लिए आमंत्रण

Request for Proposal (RfP) for appointment of an agency for deployment of Project Management Units to undertake and support SIDBI's engagements at State level / with State Governments / UT Administration for development of the MSME ecosystem in various States / UT

निविदा सं. : T002194550 दिनांक 12 मार्च 2020

Tender No.: T002194550 dated March 12, 2020

भारतीय लघु उद्योग विकास बैंक

संवर्द्धन एवं विकास उद्-भाग

तृतीय तल, आत्मा राम हाउस

1, टोल्सटोय मार्ग, वनाट प्लेस, नई दिल्ली - 110001

Small Industries Development Bank of India

Promotion & Development (P&D) Vertical,

3rd Floor, Atma Ram House,

1 Tolstoy Marg, Connaught Place, New Delhi - 110001

वेबसाइट / Website: www.sidbi.in

दस्तावेज़ की कीमत /Price of the document: Rs.1,180/- (including applicable GST)

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (SIDBI) की संपत्ति है। यह सिडबी की लिखित अनुमति के बिना किसी भी माध्यम, इलेक्ट्रॉनिक या अन्यथा, पुनर्प्रस्तुत वितरित या अभिलिखित नहीं किया जा सकता है। इस दस्तावेज़ में उल्लिखित सामग्री के उपयोग, यहाँ तक कि निर्दिष्ट उद्देश्य के अतिरिक्त, किसी भी अन्य उद्देश्य के लिए अधिकृत कर्मियों / एजेंसियों के लिए भी कड़ाई से निषिद्ध है, क्योंकि इसे कॉपीराइट का उल्लंघन समझा जाएगा और इस प्रकार यह भारतीय कानून के अंतर्गत दंडनीय होगा।

This document is the property of Small Industries Development Bank of India (SIDBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without SIDBI's written permission. Use of contents given in this document, even by the authorised personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

बोली हेतु आमंत्रण / INVITATION TO BID

1 प्रस्तावना एवं आवश्यकताएँ / INTRODUCTION AND REQUIREMENT:

भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 के माध्यम से स्थापित निगम भारतीय लघु उद्योग विकास बैंक (सिडबी) एमएसएमई क्षेत्र के संवर्द्धन, वित्तपोषण और विकास के लिए प्रमुख वित्तीय संस्थान के रूप में कार्य करता है और यह इस प्रकार की गतिविधियों में संलग्न संस्थाओं के कार्यों में समन्वय भी करता है। सिडबी की भूमिका और इसके प्रकार्य इसकी वेबसाइट www.sidbi.in में विनिर्दिष्ट हैं।

Small Industries Development Bank of India [SIDBI], a corporation established by the Small Industries Development Bank of India Act, 1989, acts as the principal Financial Institution for promotion, financing and development of the MSME sector and also to coordinate with institutions engaged in similar activities. The role and function of SIDBI are given in its website "www.sidbi.in".

मिशन स्वावलंबन के अंतर्गत उद्यम स्थापित करने हेतु मान्यताप्राप्त एजेंसियों से पैरा 6 में निर्दिष्ट नियम एवं शर्तों (कार्य संबंधी दायरा) के अनुरूप, अपने क्रियाकलापों के निर्वहन हेतु आवेदन आमंत्रित करता है।

The Bank invites applications from reputed agencies for deployment of Project Management Units to undertake and support SIDBI's engagements at State / UT level / with State / UT Governments for development of the MSME ecosystem in various States / UTs as per para 6 (Scope of Work) of Terms and Conditions.

आपसे अनुरोध है कि आप अपनी बोली संलग्न अनुलग्नकों और प्ररूपों में उल्लिखित अनुसूची तथा नियमों और शर्तों के समनुरूप विधिवत रूप से प्रस्तुत करें।

You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in **Annexures** and formats attached.

2. महत्वपूर्ण सूचना/ CRITICAL INFORMATION:

S.No. क्र.सं.	कार्यक्रम / Events	विवरण/ Particular / दिनांक और समय/ Date & Time												
1	उद्देश्य / Purpose	<p>विभिन्न राज्यों में एमएसएमई पारितंत्र के विकास के लिए राज्य स्तर पर / राज्य सरकारों के साथ सिडबी के कार्यकलापों के संचालन और सहयोग हेतु परियोजना प्रबंधन इकाइयों के नियोजन के लिए एजेंसी (ओं) का चयन</p> <p>Appointment of an agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT administration for development of the MSME ecosystem in various States/UTs as distributed in various pockets below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sl. No.</th> <th>States / UTs</th> </tr> </thead> <tbody> <tr> <td>Pocket 1</td> <td>J&K#, Ladakh# & Uttarakhand</td> </tr> <tr> <td>Pocket 2</td> <td>Delhi, Haryana & Rajasthan</td> </tr> <tr> <td>Pocket 3</td> <td>Uttar Pradesh & Assam</td> </tr> <tr> <td>Pocket 4</td> <td>Gujarat, Maharashtra & Karnataka</td> </tr> <tr> <td>Pocket 5</td> <td>Andhra Pradesh & Tamil Nadu</td> </tr> </tbody> </table> <p># in J&K and Ladakh, only one PMU manager at each center is proposed to be placed.</p>	Sl. No.	States / UTs	Pocket 1	J&K#, Ladakh# & Uttarakhand	Pocket 2	Delhi, Haryana & Rajasthan	Pocket 3	Uttar Pradesh & Assam	Pocket 4	Gujarat, Maharashtra & Karnataka	Pocket 5	Andhra Pradesh & Tamil Nadu
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Pocket 5	Andhra Pradesh & Tamil Nadu													
2	बयाना राशि / EMD / Bid Security	<p>सभी आवेदनों के साथ रु. 11,18,000- (ग्यारह लाख अठारह हजार रुपए मात्र) की ब्याज मुक्त सुरक्षा जमा राशि देनी होगी।</p> <p>All the responses must be accompanied by a refundable interest free security deposit/EMD of Rs.11,18,000/- (Rupees Eleven lakh eighteen thousand only).</p>												
3	आवेदन शुल्क/ Application Fee / bid price / tender fee	<p>सभी आवेदनों के साथ रु.1,180/- (रुपए एक हजार एक सौ अस्सी मात्र) लागू जीएसटी सहित की गैर वापसी योग्य आवेदन शुल्क देना होगा।</p> <p>All the application must be accompanied by a Non-refundable application fee of Rs.1,180/- (Rupees One Thousand One Hundred & Eighty only), including applicable GST.</p>												
4	बोली-पूर्व बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting	<p>16 मार्च 2020 को सायं 1700 बजे / March 16, 2020 by 1700 Hrs</p>												

5	बोली-पूर्व बैठक / Pre Bid meeting	17 मार्च, 2020 को अपराह्न 1500 बजे / March 17, 2020 at 1500 Hrs
6	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	02 अप्रैल को सायं 1700 बजे / April 02, 2020 by 1700 Hrs
7	Address for Bid Submission / pre-bid / बोली जमा करने का पता	उप महाप्रबन्धक, संवर्द्धन एवं विकास उद्-भाग भारतीय लघु उद्योग विकास बैंक, तृतीय मंजिल, आत्मा राम हाउस, 1, टोल्सटोय मार्ग, कनाट प्लेस, नई दिल्ली - 110001 Deputy General Manager (P&D Vertical) Small Industries Development Bank of India Promotion & Development Vertical 3rd Floor, Atma Ram House, 1 Tolstoy Marg, Connaught Place, New Delhi - 110001
8	न्यूनतम पात्रता बोली खोलने की तिथि व समय / Date & Time of Opening of Minimum Eligibility bid	03 अप्रैल 2020 को प्रातः 1100 बजे / April 03, 2020 at 1100 Hrs
9	वाणिज्यिक बोली खोलने की तिथि व समय / Date and time of opening of commercial bids	बाद में सूचित किया जायेगा / To be intimated at a later date
10	बोली के वैद्यता / Bid Validity	बोली जमा करने की अंतिम तिथि से 180 दिन तक। 180 days from the last date of bid submission.
11	बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ / Presentations to be made by bidders	बोलीदाताओं को प्रस्तुति देने का प्रबंध करना होगा। जिसकी तिथि बोली प्रस्तुत करने के बाद सूचित की जाएगी। The bidders are required to arrange for presentation. Date would be intimated after bid submission.
12	सिडबी अधिकारियों के संपर्क विवरण / Contact details of SIDBI officials	
	श्री शिवेंद्रम मौर्य Shri Shivendram Maurya 011-23448417 / smaurya@sidbi.in	श्री देव कुमार Shri Dev Kumar 011-23448403 / devkumar@sidbi.in
		श्री अभिजीत दास Shri Abhijit Das 011-23448352 / abhijit@sidbi.in
13	स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) केंद्रीय सतर्कता आयोग द्वारा नियुक्त / Independent External Monitor (IEM) appointed by the CVC	श्री अशोक कुमार सिन्हा, (आईएएस, सेवानिवृत्त) 13 ययाति, सेक्ट.58ए, नेरुल (पश्चिम), पाम बीच रोड, नवी मुंबई - 400706, मोबाइल: 9821844044 / asinha51@gmail.com Shri. Ashok Sinha, (IAS ret'd.), 13 Yayati, Sect-58A, Nerul (West), Palm Beach Road, Navi Mumbai - 400706, Mobile: 9821844044, asinha51@gmail.com
14	सिडबी की वेबसाइट / Website of SIDBI	www.sidbi.in

Note:

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the SIDBI's website
2. This bid document is not transferable. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

Definitions:

- 1 SIDBI / Bank shall mean "Small Industries Development Bank of India".
- 2 RFP shall mean "RFP Document"
- 3 Recipient/ Respondent and Bidder/ Contractor / Vendor(s)/ Service Provider shall mean Respondent to the RFP Document".
- 4 State/UT: These terms are interchangeability used
- 5 Tender Document shall also mean Bid Document
- 6 Tender shall mean Pre-qualification, Technical and Financial / Commercial Bid

3 INSTRUCTION TO BIDDERS

3.1 INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained 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 Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

3.2 DISCLAIMER:

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and

whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

3.3 COSTS TO BE BORNE BY RESPONDENTS

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 Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

3.4 NO LEGAL RELATIONSHIP

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

3.5 RECIPIENT OBLIGATION TO INFORM ITSELF

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

3.6 EVALUATION OF OFFERS

The issuance of RFP document is merely an invitation to offer 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.

3.7 ACCEPTANCE OF SELECTION PROCESS

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

3.8 ERRORS AND OMISSIONS

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document but not later than twelve business days prior to the due date for lodgement of Response to RFP.

3.9 ACCEPTANCE OF TERMS

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

3.10 REQUESTS FOR PROPOSAL

- 3.10.1 Recipients are required to direct all communications (including pre-bid queries) related to this RfP, through the Nominated Point of Contact persons on E-mail.
- 3.10.2 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 will be taken to form part of that Respondent's response.
- 3.10.3 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.
- 3.10.4 If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

3.11 Notification

SIDBI will notify all short-listed Respondents in writing or by email as soon as possible about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

4 INFORMATION TO BIDDERS

4.1 BID PRICE:

- 4.1.1 Non-refundable Bid Price of **Rs.1,180/- (Rupee One Thousand One Hundred Eighty only)** including applicable GST by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring '**Small Industries Development Bank of India**', payable at Delhi, must be submitted along with RfP response.
- 4.1.2 The Bank may, at its discretion, reject any Bidder where the bid price / tender fee / application fee has not been furnished with the RfP response.
- 4.1.3 Request for exemption from bid price / tender fee will not be entertained. However, Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises

(MSMEs) would be entitled for exemption from furnishing bid price / tender fee.

4.2 EARNEST MONEY DEPOSIT / BID SECURITY:

4.2.1 All the responses must be accompanied by a refundable interest free security deposit / EMD of amount of **Rs.11,18,000/- (Rupees Eleven lakh eighteen thousand only)**.

4.2.2 EMD / Bid Security should be in the form of:

4.2.2.1 Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Delhi should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank.

OR

4.2.2.2 Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure - XI**.

4.2.3 Format of EMD/ Bid Security is prescribed in **Annexure- XII**. Any bid received without EMD / Bid Security in proper form and manner shall be considered unresponsive and rejected.

4.2.4 No interest will be paid on EMD / Bid Security.

4.2.5 Request for exemption from EMD / Bid Security will not be entertained. However, Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) would be entitled for exemption from furnishing EMD / Bid Security.

4.2.6 The EMD amount (Bid Security) / BG of all unsuccessful bidders would be refunded/returned immediately upon occurrence of any the following events, whichever is earlier:

Receipt of the signed contract and performance security from the successful bidder.

OR

Issue of Letter of Intent to the successful bidder.

OR

The end of the bid validity period, including extended period (if any),

4.2.7 Successful Bidder will be refunded the EMD / Bid Security amount only after submission of performance bank guarantee by the bidder as per **Annexure-XI**.

4.2.8 The bid security / EMD may be forfeited if:

- 4.2.8.1 Bidder withdraws its bids during the period of bid validity.
- 4.2.8.2 Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- 4.2.8.3 In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.
- 4.2.8.4 Besides forfeiting the EMD / Bid Security, the Bank may ban the bidder from subsequent bidding for a maximum period of 3 years.

4.3 PUBLIC PROCUREMENT POLICY FOR MSEs:

- 4.3.1 SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of Micro, Small and Medium Enterprises (MSME), GoI. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- 4.3.2 Such MSEs would be entitled for exemption from furnishing bid price / tender fee and earnest money deposit (EMD) / Bid Security. In case of any issue on the subject matter, the MSEs may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- 4.3.3 Bidder is required to inform its MSME status as per following definition, if applicable.

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to Rs.25 lakh	Up to Rs.10 lakh
Small	Up to Rs.500 lakh	Up to Rs.200 lakh
Medium	Up to Rs.1000 lakh	Up to Rs.500 lakh

4.4 PRE BID MEETING:

- 4.4.1 The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RfP

being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.

- 4.4.2 It would be the responsibility of the Bidders to be present at the venue of the meeting.
- 4.4.3 Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 4.4.4 The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and Central Public Procurement Portal (CPPP) [www.eprocure.gov.in] after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 4.4.5 If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

4.5 AMENDMENT TO THE BIDDING DOCUMENTS:

- 4.5.1 At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 4.5.2 The amendment will be posted on Bank's website www.sidbi.in and CPPP (eprocure.gov.in) only.
- 4.5.3 All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
- 4.5.4 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

4.6 BID VALIDITY:

- 4.6.1 Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from last date for submission of bids as mentioned in 'Critical information' sheet.
- 4.6.2 In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

4.6.3 Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.7 LANGUAGE OF BID:

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

4.8 SUBMISSION OF BIDS

4.8.1 The bids must be received by the Bank at the specified address not later than date and time mentioned in 'Critical Information', given in the beginning of this document.

4.8.2 In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

4.8.3 The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.9 MODIFICATION AND / OR WITHDRAWAL OF BIDS:

4.9.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.

4.9.2 The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

4.9.3 No bid may be modified or withdrawn after the deadline for submission of bids.

4.9.4 Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

4.10 REQUEST FOR INFORMATION:

4.10.1 Recipients are required to direct all communications for any clarification related to this RfP, to the nominated officials and must

communicate the same in writing by the time mentioned in 'Critical Information' section before. No query / clarification would be entertained over phone.

4.10.2 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.

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

4.10.4 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.

4.11 DISQUALIFICATION

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

4.12 PRE-CONTRACT INTEGRITY PACT (IP)

IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

The bidder has to submit signed Pre-Contract Integrity Pact (IP) as per the format at **Annexure-XV** on the letter head of the Company. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Letter of Intent for awarding of contract.

4.13 IMPORTANT

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

- 4.13.1. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- 4.13.2. Faxed copies of any submission are not acceptable and shall be liable to be rejected by the Bank.
- 4.13.3. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 4.13.4. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected. However, SIDBI at its sole

discretion, has right to call for clarification from any applicant, if required.

- 4.13.5. The RfP is floated on SIDBI website (www.sidbi.in) and Central Public Procurement Portal (CPPP) at www.eprocure.gov.in. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on SIDBI website and CPPP. Bidders must have close watch on SIDBI website and CPPP during the intervening period before submitting response to RfP.
- 4.13.6. **The bidder can submit the bid for all or one or more than one “pockets” as specified in critical information above.**
- 4.13.7. **The technical evaluation shall be done on basis of only one technical proposal submitted for all or any of the pockets. However, combined techno-commercial score shall be arrived at pocket wise. The allotment of pockets shall be carried out on the basis of techno-commercial score for each individual pocket. Accordingly, one or more agency may be appointed in different pockets.**

4.14 DETAILS OF BIDS TO BE SUBMITTED

4.14.1 Bidders are required to submit their responses in three envelopes, with contents of each as under:

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	<p>Minimum Eligibility Bid</p> <ul style="list-style-type: none"> i. Bid Covering letter as per format prescribed in Annexure-I ii. Response to Minimum Eligibility Bid as per format prescribed in Annexure-III iii. Declaration regarding clean track record, as per format prescribed in Annexure-IV. iv. DDs/Instruments towards bid price v. DD/Instrument towards EMD OR bid security as per format prescribed in Annexure – XII. vi. Bank Mandate Form as per format prescribed in Annexure – X. vii. Conformity of Hardcopies in Annexure - XIII viii. Power of Attorney as per format prescribed in Annexure - XIV ix. Pre-Contract Integrity Pact as per format Annexure – XV 	<p>Hardcopy – 1 and Soft copy in pen drive</p>	<p>“Minimum Eligibility – Appointment of an agency for deployment of Project Management Units to undertake and support SIDBI’s engagements at state level / with State Governments for development of the MSME ecosystem in various States - RfP No. T002194550 dated March 12, 2020”</p>

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
II	Technical Bid i. Response to Technical Bid as per Application in Annexure-II ii. Letter of competence as per format prescribed in Annexure-V . iii. Letter of Conformity as per format prescribed in Annexure-VI iv. Non-disclosure Agreement as per Annexure-IX v. Statement of deviations as per Annexure-VII	Hardcopy – 1 and Soft copy in pen drive	“Technical Bid – Appointment of an agency for deployment of Project Management Units to undertake and support SIDBI’s engagements at state level / with State Governments for development of the MSME ecosystem in various States. - RfP No. T002194550 dated March 12, 2020”
III	Commercial Bid i. Response to Commercial Bid as per format prescribed in Annexure-VIII .	Hardcopy only – 1	“Commercial Bid – Appointment of an agency for deployment of Project Management Units to undertake and support SIDBI’s engagements at state level / with State Governments for development of the MSME ecosystem in various States - RfP No. T002194550 dated March 12, 2020”

- 4.14.2 The Bid shall be typed, all pages numbered and signed by Authorized signatory of the response.
- 4.14.3 Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted.
- 4.14.4 The Bidder shall seal the bids in non-window envelopes, superscribing the nature of bid (i.e. pre-qualification/minimum eligibility, Technical or Commercial). All the individual envelopes must be superscribed with the following information as well (i) Nature of Bid, (ii) Name of the bidder, (iii) Contact Name, (iv) Contact Number and (v) e-mail id.
- 4.14.5 If the envelope(s) are not sealed and marked as indicated, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- 4.14.6 The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.

- 4.14.7 The RfP is hosted on SIDBI website www.sidbi.in and also on Central Public Procurement Portal (CPPP) at www.eprocure.gov.in. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on Bank website and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

5 BACKGROUND

- Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities. Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions (PLIs), such as, banks, State Financial Corporations (SFCs), etc. for onward lending to MSMEs and (b) direct assistance in the niche areas with thrust on MSEs.
- SIDBI has reoriented its focus on MSEs by adopting SIDBI Vision 2.0. It is a strategic initiative by SIDBI aimed at accelerating effort to serve MSME domain by transforming its current role to that of an All India Financial Institution that can create an integrated credit and development support ecosystem for Indian MSEs, thus promoting their inclusive growth.
- SIDBI envisions to strengthen enterprise ecosystem through interventions and engagements, which are innovative, inclusive and impactful. While SIDBI has initiated a host of new measures on policy advocacy, reducing the landed cost to unserved segments, enterprise contact and exposure programmes, and promoting micro enterprises at rural/unserved areas, it has unleashed Mission Swavalamban to foster entrepreneurship culture in the country.
- As part of its promotional and developmental role for the MSME sector, SIDBI now proposes to engage with State Governments in a focused manner on various themes, with the objective of facilitating development of the MSME ecosystem at state level.
- For undertaking and carrying forward the proposed engagement(s) with various State Government(s) / Union Territory (UT) administration, activities related thereto and to enhance SIDBI's promotional and developmental role for the MSME sector at the state / UT level (also referred to herein as "programme" / "project" / "assignment"), SIDBI proposes to set up a **Project Management Unit (PMU)** in identified state / UT.

- SIDBI proposes to commence engagements initially with the Government(s) of J&K, Ladakh, Uttarakhand, Delhi, Haryana, Rajasthan, Uttar Pradesh, Assam, Gujarat, Maharashtra, Karnataka, Andhra Pradesh & Tamil Nadu. In response to this RfP, bidders are invited to bid for PMUs to be set up in various states / UTs as clubbed in different pockets (as mentioned in critical information above)

6 SCOPE OF WORK (SoW):

- 6.1.** The agency should be capable for setting up of Project Management Units (PMUs) in the above-mentioned states / UTs namely, J&K, Ladakh, Uttarakhand, Delhi, Haryana, Rajasthan, Uttar Pradesh, Assam, Gujarat, Maharashtra, Karnataka, Andhra Pradesh & Tamil Nadu. The major objective for setting up these PMUs is to engage with State / UT Governments in a focused manner on various themes, with the objective of facilitating development of the MSME ecosystem at state / UT level.
- 6.2.** Details about Scope of Work (SoW) for the PMU with reference to the proposed engagement / programme / project is furnished hereunder. The PMU shall, inter alia, perform consultative as well as implementation and monitoring functions. While the SoW has been defined under various heads, the PMU is expected to operate such that diverse set of activities are handled in a cohesive manner to meet the desired mandate and the overall objective of development of the MSME ecosystem in the state / UT. The SoW will involve but shall not be limited to following functions/ tasks:

(i) Consulting

- (a) Design schemes / product for MSMEs in various areas and other need-based interventions based on evaluation of the existing status of MSMEs / related interventions in the state.
- (b) Study the existing framework of schemes / interventions / initiatives / projects, etc. available for benefit of / targeted towards MSMEs in the state. Based on the same, the PMU shall suggest modifications in design and implementation mechanisms or solutions with the objective of enhancing efficacy and removal of bottlenecks.
- (c) Create and maintain a knowledge repository for the work done under the project.
- (d) Providing support to state government team for various initiatives planned / to be planned for benefit of MSMEs
- (e) Any additional requirements pertaining to the programme / project, as communicated by SIDBI will have to be taken up and necessary solutions offered.

(ii) Implementation, Monitoring and Coordination for SIDBI initiatives

- (a) maintain regular interface with relevant stakeholders in the State.

- (b) Support to organize/supervise programmes/events planned by SIDBI in the area
- (c) Collection of data, reporting and analytics.

(iii) Others

- (a) Assist SIDBI / State Governments in conducting training sessions on implementation of the interventions planned.
- (b) Assist in conducting workshops on schemes, processes, guidelines for strengthening MSME Eco system.
- (c) The activities / functions / tasks listed above are indicative in nature. Any additional / emerging requirements / activities / tasks would also have to be taken up as advised by SIDBI.

7 MINIMUM ELIGIBILITY CRITERIA (MEC) FOR THE AGENCY / BIDDER / SERVICE PROVIDER
MEC to be furnished as per format in **Annexure III.**

8 RESOURCES (EXECUTIVES) TO BE DEPLOYED BY THE BIDDER ON FULL TIME BASIS

Particulars of resources to be deployed by the bidder in the PMUs to be set up in the specified States / UTs are given below:

Sl. No.	Role / No. of Resources	Job Description	Profile
a.	PMU Manager (1 number) in each PMU [total 13 numbers for all States / UTs envisaged in different pockets]	<ul style="list-style-type: none"> • Overall responsibility to ensure effective and efficient team working for achieving desired objectives/ SoW, development of logframe and its achievement • Report to SIDBI through periodical progress reports. • Organising experience sharing sessions, interaction with stakeholders. 	<ul style="list-style-type: none"> • B. Tech / B.E. / MBA or equivalent Post Graduate in Management / CA / ICWA / Post Graduate Degree in Economics (including relevant branches / streams of Economics) / Statistics / Quantitative Techniques / Data Science / or any other relevant stream acceptable to SIDBI. • Minimum 5 years of relevant work experience in consulting including at least 2 years of work experience in Government Consulting. • Should have excellent project leadership and team building capabilities, solution design and milestone-based project management skills <p>Preferable: -</p> <ul style="list-style-type: none"> • Experience in the areas of MSME development initiatives, entrepreneurship development, cluster mapping and other specific areas

Sl. No.	Role / No. of Resources	Job Description	Profile
			relevant in terms of SOW / TOR will be preferred.
b.	Business Analyst / Associate (1 number) in all PMUs other than in J&K and Ladakh [total 11 numbers for all States / UTs envisaged in different pockets]	<ul style="list-style-type: none"> • Support to PMU head • Support to PMU Analysis, writing background materials and contributing to the preparation of reports, manuals and presentations. • Surveying and data collection / interpretation. 	<ul style="list-style-type: none"> • B.Tech./ B.E/ MBA / CA / ICWA / Post Graduate in Economics. • Minimum 3 years of work experience with at least 1 year of experience in Govt. Consulting or Project Coordination in Centre / State / Public Sector Units. • Knowledge of planning and scheduling techniques. • Ability to evaluate, verify and edit research data. • Good control over computer data entry and MIS. Experience in using BI tools, AI, ML, and other emerging technologies will be desirable.

9 TERMS AND CONDITIONS FOR RESOURCES/EXECUTIVES

- (i) The work shall be done on all working days (Monday to Saturday). Payment will be made on the basis of attendance of persons and pro-rata deduction shall be made [based on total number of working days in the month] in case of absence of any person on any day /part of the day during the month. The holiday list applicable at the place of deployment of PMU as per NI Act shall be followed. Declaration to this effect shall be submitted at the time of raising the bill to the Bank.
- (ii) The working hours will be from 0930 hours to 1800 hours daily or the prevailing working hours at the place of deployment with 30 minutes lunch time break.
- (iii) The personnel deployed in PMUs by the agency should not have any adverse police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons provided for executing outsourced services. The agency should obtain a Police Verification Report and keep it on record. The Police Verification Report should not be older than 1 year from the date of deployment in the PMU.
- (iv) Any change in staff deployed by the Service Provider should require prior consent of SIDBI in writing.
- (v) SIDBI reserves the right to reject any particular personnel employed by the agency without assigning any reason thereof. Such staff shall be replaced by the agency by a suitable substitute. The agency shall furnish a detailed list of employees finalized by SIDBI along with their addresses, photo identity proof to SIDBI within a period of thirty days after signing the contract with SIDBI.
- (vi) The number of executives may increase or decrease on requisition of SIDBI as the need arise on proportionate cost basis.

- (vii) Executives shall not divulge or disclose to any person any details of office operation process, technical know-how, administrative / organizational matters as all are confidential/ secret in nature.
- (viii) The relationship between SIDBI and the contractor / bidder would be that of a Customer and a Service Provider respectively and none of the employees or agent of the contractor / bidder shall ever be deemed to have been the employee of SIDBI. The contractor / bidder shall explain the nature of this relationship to all his employees or agents before deploying them for services to be rendered to SIDBI. As a token of their agreement for such a relationship, a signed declaration from the employee/agent shall be obtained by the contractor/bidder and be produced as and when called upon to do so by SIDBI.
- (ix) All existing All existing statutory regulations of both the State as well as the Central Government, as applicable, should be strictly adhered to by the Service Provider and all applicable statutory dues shall be paid by him in time on his own account. The evidence of compliance to this effect shall be submitted to SIDBI by the contractor / bidder quarterly /annually as applicable.
- (x) SIDBI will, in no way be responsible for or associate itself with payment of any statutory liabilities or the salary paid or payable to the executive deployed by the contractor/bidder. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
- (xi) The service provider is responsible for payment of monthly salary including leave salary, bonus, gratuity as applicable etc. to the personnel as applicable to them under law. The Service provider should ensure that salaries are paid in time every month.
- (xii) The bidder shall be duty bound to replace any staff/ executive / personnel whose services are not found satisfactory by SIDBI or remains absent for continuous 7 working days. The bidder / agency /contractor should provide a comparable /suitable substitute within 30 days, failing which the payment will be deducted accordingly.
- (xiii) The bidder will be bound by the details furnished by him to SIDBI while submitting the tender or at subsequent stage. In case, any of such documents furnished by him is found to be false at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.
- (xiv) The bidder shall indemnify and keep SIDBI indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
- (xv) The bidder shall be duty bound to immediately replace any staff whose services are not found satisfactory by SIDBI / the resource person left the job, the replacement should be placed within 30 days. In case any executive / personnel is absent, the contractor should provide an immediate substitute within 3 days, failing which the payment will be deducted accordingly.

- (xvi) Notwithstanding anything contained herein, SIDBI reserves the right to terminate the services of the Contracting Agency/Service Provider at any time after giving a notice of three months. The letter communicating such termination of the contract shall be served on the contractor/bidder in person or by e-mail or by registered post at the address mentioned in the contract or at the last known address.
- (xvii) The executive will be deployed by the Service Provider based on consultation and interview by the Services Provider as per the suitability to role, job description and profile of the executives. SIDBI reserves the right to be part of the selection process.
- (xviii) The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, administrative / organizational matters as all are confidential/ secret in nature.
- (xix) The service provider's personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of SIDBI. The service provider shall be responsible for any act of indiscipline or otherwise on the part of persons deployed by him.
- (xx) The Service Provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, tobacco, gutka, smoking, loitering without work etc.
- (xxi) The Minimum Wages paid to the service provider will be the amounts notified under Minimum Wages Act as per the respective State Governments/ UT Administration. Whenever the wages/statutory payments are enhanced or reduced by notification the service provider shall bring the same to the notice of SIDBI. If it is found that the service provider has paid wages to any worker lower than the minimum wages notified by the Competent Authority, then the contract is liable to be terminated.
- (xxii) The tenderer shall comply with all applicable laws, Ordinance, Rules & Regulations including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, EPF Act, 1953, ESI Act, 1948, Payment of Wages Act 1936 and Workmen's Compensation Act, 1923 and all other applicable labour laws in respect of this contract and shall bear at his own cost all charges and levies and deposits in connection therewith.
- (xxiii) The tenderer shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund & Misc. Provision Act, 1952 and ESI Act, 1948, as amended from time to time and Rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time and shall continue to have valid PF Account No. and ESI Registration Number till actual completion of the contract.
- (xxiv) The tenderer shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be deployed or engaged by him in connection with the aforementioned services to be rendered to SIDBI and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof. The insurance policy shall be kept alive till the officer-in-charge permits and agrees to it. The tenderer shall comply with all relevant labour laws as

applicable or as may be mentioned during the contract period and shall indemnify SIDBI against all acts / omissions, fault, breaches and /or any claim or demand, loss, injury and expenses to which SIDBI may be party or involved as a result of tenderer's failure to comply with the obligations under the relevant act / law which the tenderer is bound to follow.

- (xxv) The service provider shall arrange for a substitute well in advance if there is any probability of a person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- (xxvi) SIDBI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- (xxvii) The contractor/Service Provider shall indemnify and keep SIDBI indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party. If SIDBI suffers any loss or damage on account of negligence, default or theft or otherwise due to any act of omission/commission of the employee/agents of the service provider, then the service provider shall be liable to reimburse SIDBI for the same. The service provider shall keep the Bank fully indemnified against any such loss or damage. The amount of loss so quantified shall be adjusted against any bills pending for payment to the service provider. If the amount is more than the pending bill(s), it will be recovered from the Performance Security Deposit of the contractor / Service Provider.
- (xxviii) If any excess payment is made to the bidder / Service Provider by SIDBI or excess amount claimed by the bidder / Service Provider, the same will be recovered from Performance Security Deposit or from the running bills after serving the account bills / statement at the sole discretion of SIDBI.
- (xxix) The agreement can be terminated by either party by giving three months' notice in advance. If the service provider fails to give three months' notice in writing for termination of the agreement then one month's wages, fees, etc. on proportionate basis and any other amounts due to the Service Provider shall be forfeited.
- (xxx) The service provider shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of SIDBI.
- (xxxi) If any false / incorrect / wrong / inconsistent / suppressed / part information is noted and has been provided/not provided (as the case may be) by the service provider under this agreement or leading to this agreement, it shall render this agreement liable to be cancelled.
- (xxxii) Any change in the constitution or ownership of the Service Provider /contractor shall be notified forthwith by the service provider in writing to Small Industries Development Bank of India, New Delhi and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Service Provider in respect of this

contract unless he/they agree to abide by all the instructions and terms and conditions of the contract.

- (xxxiii) Any change in staff deployed by the Service Provider should require prior consent of SIDBI in writing.
- (xxxiv) SIDBI reserves the right to reject any particular personnel employed by the contractor without assigning any reason thereof. Such staff shall be replaced by the Service Provider by a suitable substitute. The Service Provider shall furnish a detailed list of employees finalized by SIDBI along with their addresses, photo identity proof to SIDBI within a period of five days after signing the contract with SIDBI.
- (xxxv) In the event of instances of the gross misbehavior, theft, burglary, moral turpitude, misuse of the occupied area, breach of a contract, unsatisfactory services etc. by the service provider or by any staff/agent of the service provider, SIDBI may forthwith terminate this contract summarily.
- (xxxvi) All disputes arising out of this contract shall be subject to the jurisdiction of Courts at New Delhi.

The above-mentioned expectations are indicative in nature and shall be finalized by agency in consultation with SIDBI.

10 KEY RESPONSIBILITIES OF SERVICE PROVIDER

The selected bidder / Service Provider shall be providing the following services:

- (i) Methodology of the assignment, including action plan, proposed team structure and reviews as per frequency stipulated by SIDBI.
- (ii) Regular support in terms of knowledge and handholding to the executives deployed in the PMUs for achieving the deliverables.
- (iii) Methodology and governance structure for monitoring the activities and the performance of the PMUs and executives deployed therein and escalation mechanism.
- (iv) Executives shall be deployed based on consultation and interview by the agency as per the suitability to role, job description and profile of the executives. SIDBI reserves the right to be part of the selection process.
- (v) Agency shall be duty bound to immediately replace any staff whose services are not found satisfactory by SIDBI / the resource person left the job, the replacement should be placed within 30 days. In case any executive / personnel is absent, the agency should provide an immediate substitute within 3 days, failing which the payment will be deducted accordingly.
- (vi) The agency shall be duty bound to replace any staff/ executive / personnel whose services are not found satisfactory by SIDBI or remains absent for continuous 7 working days. The agency should provide a comparable /suitable substitute within 30 days, failing which the payment will be deducted accordingly.

- (vii) Shall arrange for a substitute well in advance if there is any probability of a person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- (viii) The agency shall be responsible for payment of monthly salary including leave salary, bonus, gratuity as applicable etc. to the personnel as applicable to them under law.
- (ix) Executives deployed should be provided with suitable smartphone running with adequate data plan to undertake communication and mobile based reporting.
- (x) Any other emerging function / task as specified by SIDBI shall also be taken up and services / solutions offered.

11 THE BIDDER / SERVICE PROVIDER SHALL FURTHER AGREE AS FOLLOWS:

- i. SIDBI shall reserve the right to audit the bills / receipts/ vouchers on random sample basis and instances of expenditure claim(s) / document(s) being found to be false shall be viewed seriously and may result in termination of contract.
- ii. The Service Provider shall maintain all statutory registers under the applicable laws and produce the same, on demand, to the concerned authority of this Office or any other authority under Law.

12 DELIVERABLES

The deliverables shall include the following:

SI. No.	Deliverable	Frequency	Remarks
1	Annual action plan	At the start of the contract and thereafter at the commencement of each FY. It shall be broken in quarterly targets	(a) Holding stakeholders meet comprising state government / UT Administration. nominee, SIDBI and any other expert internal/external opted by SIDBI. (b) Plan to be approved by SIDBI including revisits if any based-on feedbacks. (c) Flexibility of revisits (including mid-course corrections to work plan) based on evolving expectations shall be built in in consultation with SIDBI.
2	Quarterly Work Plan	7 days prior to quarter ending [Work plan for the first quarter shall be submitted within the first 7 days of deployment].	a) Quarterly work plan must be approved and submitted with the approved Monthly Status Report for release of payment by SIDBI. b) Any new/ additional item identified / to be

3	Monthly status Report	Monthly	undertaken by PMU during the course of a quarter will be added as per advise of SIDBI.
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13 PROJECT LOCATION & TRAVEL

- 13.1 The resource personnel of Project Management Unit (PMU) would be based in the premises of SIDBI or respective State / UT Government or at any place as decided by SIDBI.
- 13.2 Given the nature of the engagement, it may also become necessary for the team members to travel outside the base location. In such event, the bidder team would be required to travel as per the requirements of the project with prior approval of SIDBI. Travelling Allowance / Lodging Allowance entitlement during period of travel outside the base location shall be applicable for resources of PMU placed in state as per mutually agreed terms at the time of contract. Cost of accommodation and / or travel at / within the base location / place of deployment of the PMU is not covered in the above.

14 TERM OF ENGAGEMENT / CONTRACT PERIOD

The agency is to be engaged for a period of 2 years with provision for extension by further 1 year subject to, inter alia, progress in the project including PMUs, periodic reviews and performance of Service Provider and PMUs being found satisfactory. Maximum total period of engagement shall be 3 years on the same terms and conditions except for escalation upto 5% in cost for the third year (This may be mentioned in the commercial proposal)

The decision to extend, the duration of such extension(s), nature of reviews and the scope of the activities (which could also be redefined) shall be at the sole discretion of SIDBI and shall be final and binding on the selected agency / bidder. Further, SIDBI reserves the right to terminate continuation of PMU in any of the specified locations based on review and progress achieved and / or performance of the PMU / Service Provider.

The agency to note that actual deployment of PMUs shall be undertaken separately in each specific State / UT within a “pocket” in consultation with and after approval of SIDBI.

15 PAYMENT TERMS AND CONDITIONS

Bidder shall be paid as per the payment schedule and terms and conditions mentioned in this section.

- (a) The payment would be made on bi monthly basis, in arrears, based on the actual number of resources deployed during the period. The Bidder / Agency shall raise bi-monthly bills, in triplicate, along with attendance sheet of the personnel deployed, by the 3rd of the month succeeding the two months for which bill has been raised. The office / officer concerned will send the bills duly verified to Dy General Manager, Programme Implementation and Review Team, SIDBI, 15, Ashok Marg, Lucknow – 226001, for payment or as may be advised by the Bank. The bi-monthly payment to the Service Provider shall also be subject to satisfactory performance and achievement of deliverables / milestones as also submission of requisite reports as may be specified by SIDBI.
- (b) Applicable service tax/ GST/ any other tax would be paid as per the prevalent rates on the date of invoicing.
- (c) The original bill/invoice for the services rendered must be furnished by bidder, as per the terms and conditions contained in this document. The bills submitted for payment should be accompanied by a declaration that all the statutory provisions are complied with. SIDBI reserves the right to call for documentary evidences thereof.
- (d) SIDBI shall consider and approve the invoices and the related deliverables/ milestone based on its approval process prior to release of payment.
- (e) The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by SIDBI. Any deviation from the proposed payment terms would not be accepted. SIDBI shall have the right to withhold any disputed payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of disputed payment shall not amount to a default on the part of SIDBI. The bill of material is divided in different areas and the payment would be linked to delivery and acceptance of each area.
- (f) Any Any objection / dispute to the amounts invoiced in the bill shall be raised by SIDBI within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), SIDBI will make payment within Fifteen (15) working days or a reasonable time as considered by SIDBI, after the settlement of such disputes.

16 PENALTY

Penalty shall be levied as per the terms and conditions of this RfP.

17 CONTRACT COST / CONTRACT VALUE

The cost of the assignment per PMU per month including all the remuneration of both the resources (PMU manager & business analyst to be placed on full time basis) in states other than J&K & Ladakh and PMU cost for J&K and Ladakh (only PMU Manager to be placed on full time basis) to be indicated by the agency for 2 years strictly in the format of commercial quote attached at **Annexure VIII.**

18 EVALUATION METHODOLOGY & AWARD OF CONTRACT:

18.1 EVALUATION PROCESS:

18.1.1 The Bank has adopted a three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.

- i. Minimum Eligibility Criteria
- ii. Technical Bid (includes presentation)
- iii. Commercial Bid

18.1.2 The Bank shall evaluate first the 'Eligibility Criteria' bid and based on its evaluation, 'Technical Bids' shall be evaluated at the second stage. 'Commercial bids' shall be opened for only the shortlisted bidders out of technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score will get a weightage of 30%.

18.1.3 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.

18.1.4 Normalization - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised 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.

18.2 OPENING OF MINIMUM ELIGIBILITY AND TECHNICAL BIDS

18.2.1 Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.

18.2.2 On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.

18.2.3 If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, Bank at its discretion will proceed further with opening of the technical bids in their absence.

18.2.4 The Bidder name, presence or absence of requisite EMD / Bid Security and such other details as the Bank, at its discretion, may consider appropriate will be announced at the time of bid opening.

18.2.5 Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

18.3 PRELIMINARY EXAMINATION:

- 18.3.1 The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 18.3.2 The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 18.3.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For the purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security / EMD, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 18.3.4 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 18.3.5 The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

18.4 EVALUATION OF ELIGIBILITY CRITERIA:

- 18.4.1 Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria / Minimum Eligibility Criteria' section. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- 18.4.2 Successful bids out of this stage would be considered for technical evaluation.
- 18.4.3 Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

18.5 EVALUATION OF TECHNICAL BIDS

- 18.5.1 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 RfP.
- 18.5.2 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.

18.5.3 Technical bids would be evaluated on the parameters and presentation as below.

TECHNICAL BIDS EVALUATION CRITERIA – AGENCY FOR SETTING UP PMUs

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

Sl. No.	Details required/Parameters on which Bidder will be scored	Scores assigned	Maximum Score
A	Bidder Credentials		
1	<p>Length of experience: experience in handling assignments of consulting / government consulting / research / field work and survey, data collection & analysis, of similar nature for Central or State Government/ UT Administration / Govt. Deptt. / banks / Financial Institutions / Public Sector Unit(s) [PSUs] / Autonomous Bodies / Public Service Commission / other agencies / large corporates as on the date of RfP.</p>		10
	Experience of at least 3 years and upto 4 years	4	
	Experience of more than 4 years and upto 6 years	6	
	Experience of more than 6 years and upto 8 years	8	
	Experience of more than 8 years	10	
2	<p>Proven track record in handling assignments of similar nature / domain: Both completed and ongoing projects taken up from April 01, 2016 till date of RfP in the role of consultant / knowledge partner in the fields of MSMEs /entrepreneurship development / rural industries development/ cluster development with Government Departments / PSUs / PSU Banks / PSU FIs will be considered for evaluation. The bidder has to provide case studies in respect of similar projects undertaken in India.</p>		10
	Less than 3 projects	0	
	3 projects	3	
	More than 3 projects and upto 5 projects	5	
	More than 5 projects and upto 7 projects	7	
	More than 7 projects	10	
3	<p>Experience of higher value contracts: Service contracts undertaken of value not less than Rs.20 lakh each assignment for providing services similar to that indicated in the Scope of Work / Terms of Reference during the period from April 01, 2016 till date of RfP.</p>		5
	Less than 3 projects	0	
	3 projects	2	
	More than 3 projects and upto 5 projects	3	
	More than 5 projects and upto 7 projects	4	
	More than 7 projects	5	
4	<p>Capability: Relevant experience of Team Leader to be assigned by the Service Provider for carrying-out and managing the project.</p>		5
	Less than 3 years	0	
	3 years or more but less than 5 years	2	
	5 years and upto 7 years	3	
	7 years and upto 10 years	4	
	More than 10 years	5	
5	<p>Readiness with resources for the PMUs [CV of project team leader and resource persons to be shared with technical bid. However,, indicative CV of person to be outsourced / proposed to be outsourced for PMU members (person of similar caliber to be placed)] in terms of no. of employees on board for deputation on the proposed assignment.</p>		5
	At least 5 employees (aligned to scope) on board	1	
	More than 5 and upto 10 employees (aligned to scope) on board	2	

	More than 10 and upto 12 employees (aligned to scope) on board	3	
	More than 12 and upto 15 employees (aligned to scope) on board	4	
	More than 15 employees (aligned to scope) on board	5	
6	Approach and methodology adopted in response to the RfP in terms of completeness of response, exhaustiveness, depth of analysis exhibited and timelines and deliverables.		30
	Understanding of the scope of the engagement	5	
	Knowledge and consulting inputs brought in by the service provider relevant to the programme	5	
	Overview of the process and approach and methodology proposed	5	
	Key deliverables identified, timelines and action outlined	5	
	Proposed team structure, frequency of reviews, framework for performance evaluation of deputed personnel and escalation mechanism	5	
	Specific suggestions to make the project more effective and impactful	5	
	Sub Total (A)		65
B	Presentation on Proposed Plan, Proof of Concept and Roll out strategy		35
	Presentation on capability statement, proposed action plan and Roll out strategy (including understanding of requirement and scope of work, implementation methodology and proposed team, originality of the proposal / concept, innovative ideas for effectiveness of engagement and possibilities of institutionalizing for long term sustainability)	Date and time for the presentation shall be advised on later date	
Grand Total			100

- The Bank at its discretion may reject the proposal of the agency, without giving any reason whatsoever, if in the Bank's opinion the agencies could not present or demonstrate the proposed assignment.
- During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered or permitted
- The Bank's reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.
- Documentary evidence must be submitted for each criterion and undertaking, or declaration made by the agency must be on the company letter head and is to be signed by an authorized signatory.
- Completion Letter / Reference Letter from relevant Senior Executive of the agency to be attached for each engagement reference mentioned.

- If required bank or its representative can visit the agency and or its centers during evaluation process.

18.5.4 The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RS_{Tech}) shall be assigned to each bid on the basis of parameters mentioned above.

18.5.5 Relative Technical Score (RS_{Tech}) for each agency will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{High} * 100$$

Where,

RS_{Tech}	=	Relative score obtained by the bidder
T	=	Technical score obtained by bidder
T_{High}	=	Highest Technical score secured among the Bidders

18.5.6 Technical Bids receiving a RS_{Tech} greater than or equal to a score of 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.

18.5.7 If less than 3 bidders qualify as per above criteria ($RS_{Tech} \geq 70$), SIDBI reserves the right to short list maximum top 3 bidders subject to $RS_{Tech} \geq 60$.

18.6 COMMERCIAL BIDS:

18.6.1 The Bidder is required to quote in Indian Rupees ('INR' / '₹'). Bids in currencies other than INR may not be considered.

18.6.2 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.

18.6.3 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.

18.7 EVALUATION OF COMMERCIAL BIDS

18.7.1 In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation for each pocket separately.

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

18.7.3 Relative Technical Score (RS_{Tech}) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation, for each pocket.

18.7.4 The agency with the lowest commercial bid will be selected for further discussion for finalizing contract for the specific pocket subject to satisfying all the terms and conditions defined in this RfP document.

18.7.5 Relative Commercial Score (RS_{Com}) for each bidder will be calculated as follows:

$$RS_{Com} = C_{Low} / C \times 100$$

Where:

- RS_{Com} = Relative score for Commercial Bid of the bidder
- C = Commercial bid value of the bidder under consideration
- C_{Low} = Lowest commercial bid value out of all the eligible commercial bids obtained.

18.8 FINAL SELECTION OF THE ELIGIBLE BIDDER

18.8.1 Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows separately for each pocket :

$$RS = RS_{Tech} \times 0.70 + RS_{Com} \times 0.30$$

18.8.2 The eligible bidder will be selected based on maximum Relative Score (RS) obtained.

18.8.3 The bidder with the highest Relative Score (RS) will be selected for further discussion.

18.8.4 In case of a tie after the commercial evaluation stage, the Bank's decision will be final and will be based on marks scored in the technical evaluation only.

18.8.5 The Bidders shall submit their offers strictly in accordance with the terms & condition of the Tender document.

4. TERMS AND CONDITIONS

19.1 GENERAL

19.1.1 The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

19.1.2 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 responding. 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.

19.1.3 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.

19.2 DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

19.2.1 "The Bank" means Small Industries Development Bank of India (SIDBI).

19.2.2 'Bidder' means the respondent to the RfP document.

19.2.3 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.

19.2.4 'RFP' or 'RfP' or 'Tender' means the Request For Proposal document.

19.2.5 'Bid' may be interchangeably referred to as 'Offer'.

19.2.6 'BFSI' implies Scheduled commercial banks in public or private sector / All India FIs / Insurance Companies will be considered under BFSI.

19.2.7 "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Regional Offices / other offices of the Bank and the Vendor/Bidder/Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

19.2.8 "Agency", "Firm", "Company", "Bidder" "vendor" means any entity or person or associations of person (constitution of association of person may be in the form of any legal entity like partnership, public / private limited company, LLP, HUF, etc.,) who have been identified to submit their proposal for providing services under this Contract.

19.3 REPRESENTATIVE:

The agency will assign a person, who will provide the interface facility and has the responsibility for managing the complete service delivery on Public Relations. He/She will be single point of contact on behalf of the agency.

19.4 LIQUIDATED DAMAGES FOR DEFAULT IN SERVICES:

In case of deficiency of services up to the satisfaction of SIDBI, liquidated damages subject to the maximum 8% of the contract value could be levied on the agency. The quantum of liquidated damages will be decided by a committee of officers of SIDBI whose decision shall be final and binding. However, the agency would be given an opportunity to make representation to the committee and clarify its position with regard to the deficiency and/or non-performance.

19.5 TENURE:

19.5.1 The tenure of the contract with the Agencies, so appointed, would run for 2 years from date of appointment under this RfP, with provision for extension as specified in this RfP. However, this would be subject to satisfactory performance of each agency periodically or after a year, which would be solely adjudged by the Bank. In case the performance of any Agency/ies is/are deemed unsatisfactory, their contract will be terminated as per the provisions of the "Termination of Contract" clause mentioned in the RFP.

19.5.2 In case the need arises, SIDBI may, at its sole discretion, extend the contract for a further period of a maximum of one year on the proportionate cost basis and same terms and conditions.

19.6 PRICE :

19.6.1 The fee/charges of the Highest Relative Score (RS) decided through the process described earlier would remain valid for the entire contract period.

19.6.2 The accepted price (fee/charges/commission) shall otherwise remain firm during the entire tenure of assignment including authorized period of extension of time and shall not vary on account of any increase/decrease of cost of material/labours or any other reasons whatsoever.

19.7 USE OF CONTRACT DOCUMENTS AND INFORMATION:

19.7.1 The Agency shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

19.7.2 The Agency will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

19.8 SUBCONTRACTS:

The agency shall not sub-contract the services agreed to be rendered by the agency under this contract, except (i) if the existence of their office is not in the identified location; agreed by SIDBI and (ii) for services that are generally procured from outside agency in performing the activities envisaged under this contract without written permission from SIDBI. Written permission from SIDBI shall be obtained before such sub-contracting by the agency.

19.9 COMPLIANCE IN OBTAINING APPROVALS/ PERMISSIONS/ LICENSES:

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

19.10 TERMINATION OF CONTRACT:

19.10.1 In the event of non-performance of the bidder as decided by the Bank or any disputes or differences arising between the Parties hereto on any matter / provision set out in this RfP and subsequent Service Agreement for the selected Agency, the Parties shall try to resolve the matter amicably inter se. In case if the matter is not settled amicably and further Bank is not satisfied with the services of the agency or the agency failing to perform the services agreed to under this RfP, Bank shall issue a written notice of 15 days to the agency informing the agency of its dissatisfaction or the non-performance of the agency and if the error is not rectified within the given time, Bank shall not be liable to pay the agency for the same for the period of non-performance by agency and the decision of Bank in this regards shall be final and binding on the Service provider/agency.

19.10.2 In the event the agency does not comply with its obligations, on the termination of the notice period, Bank shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.

19.10.3 Upon termination of the Agreement, the Agency would promptly hand over to SIDBI all Deliverable Items, including work-in-progress, on "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Agency shall complete pending assignments and Bank shall agree to settle the dues in respect of assignments after completion thereof by the Agency, except if specifically instructed by the Bank to act otherwise.

19.10.4 The Bank would also have the right to terminate such Service Agreement with three months notice or such period as agreed without assigning any reason.

19.10.5 The Bank reserves the right to cancel the contract, without any prior notice, in the event of happening one or more of the following Conditions:

- ❖ Failure of the successful bidder to accept the contract
- ❖ Delay in services
- ❖ Serious problems in quality of services
- ❖ Services of the Agency not being considered satisfactory by the Bank

19.11 FORCE MAJEURE:

19.11.1 If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

19.11.2 If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19.11.3 If either Party is unable to perform its obligation under this contract due to the occurrence of an event beyond its control (such as acts of God, war like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities etc.) that the party will not be deemed to have defaulted under this Contract. Each party would use all reasonable efforts to enable performance under this Contract to continue.

19.12 RESOLUTION OF DISPUTES:

19.12.1 It will be the endeavor of the Parties to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the RFP and the breach that may result.

19.12.2 In case of dispute or difference arising between the Bank and a bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and

Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

- 19.12.3 The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 19.12.4 Arbitration proceedings shall be held at New Delhi India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 19.12.5 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at New Delhi India only.
- 19.12.6 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 19.12.7 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 19.12.8 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under the contract that may be entered into pursuant to this RfP and to adopt all reasonable measures to ensure the realization of the objectives / scope of this Contract.

19.13 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER

- 19.13.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 19.13.2 The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 19.13.3 The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

19.14 TAXES AND DUTIES:

- 19.14.1 The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.
- 19.14.2 The bidder must also ensure that all applicable laws framed by the Central Government, State Government, UT Administration and Local Bodies and all laws pertaining to contract employees / labour laws are complied with while

providing caretaker services. The selected bidder may have to execute an indemnity bond in favour of the Bank in this regard.

- 19.14.3 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 Bidder. 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 Bidder in respect of the contract that may be entered into pursuant to this RfP.

19.15 STATUTORY AUTHORITY OBLIGATION, NOTICES, FEES AND CHARGES:

- 19.15.1 The agency shall comply with and give all notices required by any Act, any instrument, rule, or order made under any Act, or any regulation with regard to the assignment/services contemplated under this RfP.
- 19.15.2 The Agency shall at all time during the currency of the RfP/contract to be entered into pursuant to this RfP, comply with all applicable laws as they relate to its performance under the agreement. The agreement shall be governed, interpreted by and construed in accordance with the law of India.

19.16 RIGHT IN INTELLECTUAL PROPERTY AND MATERIALS:

- 19.16.1 All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI. Provided, that SIDBI would reimburse the Agency for any sum of money paid for assignment/licensing of the copy right as and by way of fee, charges, or otherwise as provide by the guidelines, regulation, rules, or policy of the professional body or association, with prior approval from SIDBI.
- 19.16.2 All concepts, communications, etc. created and conceived by the Agency on behalf of SIDBI under the services contemplated under this RfP, and involving name of SIDBI, shall not form part of any award or competition or promotion unless prior written consent of SIDBI has been obtained thereof.

19.17 CONFIDENTIALITY:

Information provide under this RfP and subsequent service agreement is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs.

19.18 CONDITIONAL BIDS

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

19.19 CONTACTING THE BANK

19.19.1 After opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank, bidder shall NOT contact the Bank on any matter relating to its Bid.

19.19.2 Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

19.20 THE AGENCY TO CONDUCT AS GOOD FAITH AND AS PER GOOD INDUSTRY PRACTICE:

Notwithstanding anything contained in this document. The Agency shall conduct its obligations as an agent in good faith and exercise reasonable care as per good industry practice and for removal of doubt the degree of care shall in no way less than what it is required as if it were a principle. While acting as an agent the Agency shall be responsible to Bank for all acts of negligence, and for consequences emanating from lack of exercise of reasonable care. The Agency is bound to supervise the proper execution of contracts entered by it on behalf of Bank as its agent.

19.21 PERFORMANCE BANK GUARANTEE (PBG)

19.21.1 The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee from Scheduled Commercial Bank in the form and manner provided by the Bank equivalent to **8% of contract value**. The performance guarantee will be valid till at least six months beyond the expiry of the contract period. PBG is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.

19.21.2 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 only.

19.21.3 In case of expiry of PBG prior to project completion, the bidder will be required to renew the PBG for further period as per plan. If PBG is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD / Bid Security.

- 19.21.4 PBG would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder.
- 19.21.5 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.
- 19.21.6 On faithful execution and completion of contract in all respects to the satisfaction of the Bank, the Performance Guarantee of the Bidder shall be released by SIDBI.
- 19.21.7 If aggregated shortfall in achieving Service Level requirement mentioned in the scope of work, SIDBI will, inter alia, be at liberty to invoke the performance guarantee in addition to other remedies available to it under the contract or otherwise.
- 19.21.8 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.

19.22 FORFEITURE OF PERFORMANCE SECURITY

- 19.22.1 The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.
- 19.22.2 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.

19.23 EXECUTION OF AGREEMENT AND NDA

- 19.23.1 The selected bidder should execute agreement with the Bank which will remain valid for at least 2 (two) years. Beyond the two years, the agreement can be extended at the discretion of the Bank with the same scope of work. The

agreement would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank which will include a Non-Disclosure Agreement clause.

19.23.2 The agreement with Non-disclosure agreement clauses should be executed within three weeks from the date of issuing sanction letter/letter of intent/work order.

19.23.3 The date of sanction letter/letter of intent/work order shall be treated as date of engagement and the time-line for completion of the assignment shall be worked out with reference to this date.

19.24 NO EMPLOYER-EMPLOYEE RELATIONSHIP

19.24.1 The selected bidder during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly.

19.24.2 Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering the services in relation to the contract; or

19.24.3 Induce any person who shall have been an employee or associate of the Bank at any time to terminate his / her relationship with the Bank.

19.24.4 Staff deployed by the agency shall never be deemed to be appointed by the Bank nor shall they be under its service conditions.

19.24.5 Statutory & Regulatory Compliance: The bidder should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regard to transactions under RfP. The bidder also has to ensure that they are compliant to the all applicable laws for deployment of resources across sites nationwide. The bidder should follow all pay out norms as per the MWA in all the states and SIDBI will not liable for this under any situation. SIDBI may (but shall be obliged) call for proof of such payments by bidder and compliance any other Act/ regulations as may be applicable.

19.25 RIGHTS TO VISIT:

19.25.1 All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

19.25.2 SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.

19.25.3 The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

19.25.4 The right to visit under these clauses shall be restricted to physical files related to this arrangement. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

19.26 AUDIT:

19.26.1 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.

19.26.2 In case any of the services are further outsourced/ assigned/ subcontracted to other bidders, it will be the responsibility of the bidder to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.

19.26.3 Audit under this clause shall be restricted to physical files related to this arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

19.27 IPR INFRINGEMENT

As part of this project bidder/agency will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/ agency 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 Software provided/used by Bidder/ agency under this project.

19.28 INDEMNITY

19.28.1 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:

- 19.28.1.1 Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or any subsequent agreement; and/or
 - 19.28.1.2 An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document or any subsequent agreement; and/or
 - 19.28.1.3 Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
 - 19.28.1.4 Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to 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
 - 19.28.1.5 Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
 - 19.28.1.6 Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - 19.28.1.7 Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
 - 19.28.1.8 The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 19.28.2 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:
- 19.28.2.1 Notifies the Bidder in writing; and
 - 19.28.2.2 Cooperates with the Bidder in the defence and settlement of the claims.
 - 19.28.2.3 The Bidder shall not be liable for defects or non-conformance resulting from:
 - 19.28.2.4 Software, hardware, interfacing not approved by Bidder; or

19.28.2.5 Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.

19.28.2.6 Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,

19.28.2.7 Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.

19.28.3 All Bidders under the RfP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep SIDBI and / or its Directors, officers, employees, agents and representatives, for all times from and against all charges, cost, losses, claims, demands and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by SIDBI and or its Directors, officers, employees, agents, and representatives due to reasons of

- a) Breach, misconduct, omissions or
- b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right.

19.29 LIMITATION OF LIABILITIES

19.29.1 Save and except the liability under Section of 'IPR Infringement' in Clause 19.27 and indemnity provision in Clause 19.28 herein above, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of bidder / service provider, arising at any time shall not exceed the total contract value.

19.29.2 Conflict of Interests: The Bidder shall hold SIDBI's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of the contract entered into pursuant to this RfP, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to the SIDBI and seek its instructions.

19.30 CONFIDENTIALITY

- 19.30.1 The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.
- 19.30.2 This tender document contains information proprietary to the Bank. 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 tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.
- 19.30.3 "Confidential Information" means any and all information that is or has been received by the Bidder ("Receiving Party") from the Bank ("Disclosing Party") and that:
- 19.30.3.1 relates to the Disclosing Party; and
 - 19.30.3.2 is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - 19.30.3.3 is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- 19.30.4 without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.
- 19.30.5 "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
- 19.30.6 The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- 19.30.7 Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

19.30.8 In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

19.30.8.1 Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;

19.30.8.2 Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

19.30.8.3 Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

19.30.8.4 The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

- (i) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
- (ii) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
- (iii) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any HW or other device in its possession or under its custody and control; and
- (iv) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all

proper enquiries the requirements of this paragraph have been fully complied with.

19.30.8.5 The restrictions in the preceding clause shall not apply to:

- (i) Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- (ii) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- (iii) The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

19.30.8.6 The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

19.31 CORRUPT AND FRAUDULENT PRACTICE

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

19.31.2 "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.

19.31.3 "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.

19.31.4 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.

19.32 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.

19.33 MISCELLANEOUS / OTHERS

19.33.1 Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures.

19.33.2 SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.

19.33.3 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. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

19.33.4 Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.

19.33.5 Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project.

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

19.33.7 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 that are consistent with the terms of the order. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.

19.34 NOTICES

19.34.1 Any notice, request or consent required or permitted to be given or made pursuant to the contract that may be entered into pursuant to this RfP shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the RfP. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the RfP.

19.34.2 SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

Personnel engaged by the bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the bidder and they shall have no claim to be appointed in the services of the bank. Bidder shall take suitable measures for them in this regard.

19.34.3 SIDBI has the sole ownership of and the right to use, all data that may be in possession of the successful bidder/ agency or its representative during performing the services under the agreement/contract that may be entered. All documents, report, information, data etc. collected and prepared by bidder in connection with the scope of work submitted to SIDBI will be property of the Bank. The bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Successful Bidder shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

19.34.4 No third-party rights. No provision of the RfP the agreement that may be entered into is intended to, or shall, confer any rights on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties."

19.35 REPRESENTATIONS AND WARRANTIES

To induce SIDBI to enter the Contract/Agreement/RfP, the Vendor/Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- That the Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing desired service(s) contemplated hereunder to third parties, the technical know-how and the financial where with all, the power

and the authority to enter into the Contract / Agreement/RfP and provide the Service(s)/Systems sought by SIDBI.

- That the Vendor/ Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract/Agreement/RfP.
- That the representations made by the Vendor/ Bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the proposed Contract/Agreement and the Bid Documents and unless SIDBI in writing specifies to the contrary, the Vendor/Bidder shall be bound by all the terms of the bid.
- That the Vendor/ Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and the proposed Contract/Agreement.
- That the Vendor/Bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Bid/Contract/Agreement are duly maintained and suitably updated, upgraded, replaced about contemporary and statutory requirements.
- That the Vendor/ Bidder shall use such assets of SIDBI which SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- That the Vendor/Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- That all the representations and warranties as have been made by the Vendor/Bidder with respect to its bid and Contract / Agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Bid/Contract/Agreement and has taken all necessary

corporate action to authorize the execution, delivery and performance by it of the bid/Contract/Agreement.

- That all conditions precedent under the Bid/Contract/Agreement has been complied.
- That neither the execution and delivery by the Vendor/Bidder of the Bid/Contract/Agreement nor the Vendor's/ Bidder's compliance with or performance of the terms and provisions of the Bid/Contract/Agreement
 - (a) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Vendor/ Bidder
 - (b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor/ Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or
 - (c) will violate any provision of the Memorandum and Articles of Association of the Vendor/ Bidder.

Eligibility Bid - Covering Letter
(To be submitted on Prime Bidder's letter head)

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

Dear Sir,

Selection of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs.
Tender / RfP No. T002194550 dated March 12, 2020

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:

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of **Rs.1,180/- (Rupees One Thousand One Hundred Eighty only), including applicable GST** towards non-refundable bid price for captioned tender.
2. Earnest Money Deposit (EMD) / Bid Security: We have enclosed a Demand Draft / banker's cheque/ Bank Guarantee (BG) of the sum of **Rs.11,18,000/- (Rupees Eleven lakh eighteen thousand only)** towards EMD /Bid Security for captioned tender. This EMD / Bid Security is liable to be forfeited in accordance with the provisions mentioned in the RfP.
3. Minimum Eligibility bid, 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-VII (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.



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

Thanking you,

Yours sincerely,

Date:

Place:

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Designation :

Name of the Organization:

Seal ...

ANNEXURE - II

Application for Selection of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states / UTs.

(to be submitted on Agency letter head)

Date:

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

We hereby offer to submit our request for Selection of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments/ UT Administration for development of the MSME ecosystem in various states / UTs for two years as per proposal reference RfP No. T002194550 dated March 12, 2020. We have read and understood the content of RfP and further state that we unconditionally accept and abide by the terms & conditions specified therein.

Brief Profile of our agency is as under:

Sr. No.	Brief Contents	Application has to be submitted
1	Name of the Agency	
2	Address, Telephone Numbers and Contact person(s)	
	Registered/Head office	
	Address of the other offices in the country	Please enclose Separate sheet along with annexure
	Legal status / Constitution of Agency	(Partnership / Pvt. / Pub. Ltd.)
3	Name of the Partners/ Directors	
4	Name of the Managing Director, Director, Top Management/ Key personnel contact Person/s Contact Tele/Mob. No. Email ID etc.	May enclose Separate sheet along with annexure
5	Details of Key Personnel of Agency who will be involved / coordinate in setting up of enterprises (with age, qualifications, experience in years), notable skills and achievements etc. Contact Tele. No. Mobile No. Email ID etc.	

6	Date of Establishment /incorporation & no. of years in similar business	
7	No. and the list of relevant development work being undertaken on similar lines during last 3 years prior to the date of RfP. The relevant order copies to be enclosed.	
	With Public Sector undertaking	
	With Private Sector	
	With Public Sector	
	Others, if any	
	Have you served for SIDBI recently or in past please attach suitable proof.	
	Detail of awards, if any received	
8	Whether Agency is a Micro Small Medium Enterprise (MSME). If startup, please enclose substantiation documents	YES / NO
9	Infrastructure	
	Details of support staff from the Agency	
	Are you a full or limited service agency?	
	Number of official working (separately for different offices)	
	Research / Analysis tool	
	Power back up	
	Computer hardware and software facilities	
	Working days and hours.	
	Whether you can provide desired service to SIDBI	
	Other details (Attach copy of returns)	
	Income Tax No	
	Sales Tax No.	
	Vat/ Work Contract tax No.	
	Service Tax No	
	Nature of Main Activity	
	Membership with any organizations	
10	Turn over Details for last 3 FY	(Rs. in Lakh)
	Year	Gross Turnover

	(Copies of Audited Balance Sheet, Profit & Loss a/c with Auditors Report to be enclosed for last three years)	
11	List of organization with whom currently Empaneled (satisfactory Performance Certificate as per Format – (not more than 6month old) in support thereof to be enclosed)	
12	Principal Banker & Their Name	
13	PO/DD No:	Drawn on: dated:
	Amount: Rs. 11,18,000/- enclosed as EMD / Bid Security	
14	PO/DD No:	Drawn on: dated:
	Amount: Rs.1,180/- enclosed as cost / tender fee of RfP	
15	For selection of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments/ UT Administration for development of the MSME ecosystem in various states / UTs, the Agency should submit proven established credentials regarding experience in this field in a summary sheet along with this application.	
16	Declaration: Self declarations on the firm / Company's Letter head that there are no outstanding income tax / sales tax dues/other statutory dues.	
17	Details of awards and accreditation received (attach proof)	
18	Two references from reputed / organizations / institutions	
19	Any other information as aligned to Minimum Eligibility Criteria and technical scoring patterns	

As per the Terms & Conditions, we have enclosed an account Payee Demand Draft/Pay as mentioned above in favour of “**SIDBI**” payable at Delhi.

I/We here by certify that all particulars given above are correct and true to the best of my / our knowledge.

I/We certify that if appointed for assignment, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit, (including termination of contract and/or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf
Designation/Seal of Agency

ANNEXURE - III

MINIMUM ELIGIBILITY CRITERIA – FOR SELECTION OF AGENCY FOR DEPLOYMENT OF PROJECT MANAGEMENT UNITS TO UNDERTAKE AND SUPPORT SIDBI'S ENGAGEMENTS AT STATE LEVEL / WITH STATE GOVERNMENTS / UT ADMINISTRATION FOR DEVELOPMENT OF THE MSME ECOSYSTEM IN VARIOUS STATES / UTS

The tendering bidder / service provider / agency should fulfil the following minimum specifications:

Sr. No.	Proposed Eligibility Criteria	Supporting documents required
1	The agency should have been in existence in India for at least 5 years as on the date of RfP with ability to service the client across India and should have an office at New Delhi. The bidder should be a Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC/ Public Limited Company registered or incorporated in India (It should not be an Individual / Proprietary Concern / HUF etc.). Start-ups registered under start-up India, GoI shall be exempted for criteria of existence as per extant guidelines.	Self-certified Certificate of Incorporation / Constitutional Documents to be furnished.
2	The agency should have experience of at least three years in handling assignments of consulting / government consulting / research / field work and survey, data collection & analysis, of similar nature for Central or State Government/ UT Administration / Govt. Deptt. / banks / Financial Institutions / Public Sector Unit(s) [PSUs] / Autonomous Bodies / Public Service Commission / other agencies / large corporates with a proven track record of providing such services.	A Self certified letter on company's letter head along with supporting evidence thereof.
3	Similar Works / assignments in development field executed	Completion Letters / Reference Letter (Format given) from relevant Senior Executive of the client or details of the same on bidder's letterhead may be attached for each engagement reference mentioned.
4	The agency should have in-house capability to take up assignment on its own. Joint and collaborative bids will not be accepted.	A Self certified letter on company's letter head along with supporting evidence thereof.

5	The agency should be in position to deploy the desired number of executives (PMU Manager and Business Analyst, 1 each in each state and 1 PMU Manager each in UT Administration in J&K & Ladakh) for the PMU within 30 days of execution of agreement.	A Self certified letter on company's letter head to be furnished
6	The agency should have average annual turnover / income of at least Rs.5 crore during last three financial years and should be in operational profits for last three years [i.e. financial years 2016-17, 2017-18 & 2018-19] as per its audited financial statements. Start-ups registered under start-up India, Gol shall be considered as per extant guidelines (proof of being a start-up required)	The agency shall submit the Audit Report along with Balance Sheet and Profit & Loss Account for the preceding three Financial Years (i.e. 2016-17, 2017-18 & 2018-19.).
7	The agency should not have been penalized or found guilty in any court of law and shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impact or compromise the delivery of services required.	Self- Certification by the agency on Company's letter head to be provided as per Annexure IV. However, SIDBI would have the right to independently verify the same.
8	The agency / bidder should submit a certificate to the effect that the bidder is not owned or controlled by any director/officer/employee of SIDBI or their relatives.	Self-Declaration by the agency on Company's letter head
9	The agency has not defaulted to any Bank within the jurisdiction of India.	A Self-certified letter on company's letter head to be submitted alongwith CIBIL report. However, CIBIL report, if not available may also be submitted at the time of signing of agreement. However, if the CIBIL report is not satisfactory, SIDBI may debar the agency from the assignment and EMD shall be forfeited. SIDBI has right to check CIBIL records.
10	Should have fulfilled its tax obligation to the Govt	Company Secretary or CA certificate of Statutory auditors.

11	The agency / bidder should submit Pre-Contract Integrity Pact	Pre-contract Integrity Pact duly signed by authorised signatory on company's letter head as per SIDBI format.
12	Application fee / tender fee (to be enclosed)	Requisite amount
13	EMD / Bid Security (to be enclosed)	Requisite amount

Note:

- a. Documentary evidence must be submitted for each criterion.
- b. Completion Letter/ Reference Letter (Format given) from relevant Senior Executive of the client to be attached for each engagement reference mentioned
 - SIDBI reserves the right to ask for additional / alternate documents from the bidder.
 - The service provider's meeting the eligibility criteria as laid out above will be taken forward to the next stage of technical evaluation.
 - Non - submission of any of the specified documents by the bidder may result in rejection of bid.
 - Non-compliance with any of the above conditions by the Service Provider Company / Firm / Agency will automatically render the tender as invalid. If any of the details submitted by bidder are found to be incorrect/false, then the agency/ firm will be blacklisted.

Apart from the above minimum criteria, the Agency is also required to give the following information:

Document Required
Ownership and nature of entity (Public, partnership, subsidiary, etc.).
Income Tax returns for past three years.
Board resolution authorizing the authorized signatory to sign on behalf of the agency.
Proof of address of registered office & Branch offices.
GST Registration Certificate



ANNEXURE – IV

Date:

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

Dear Sir,

Declaration Regarding Clean Track Record
Tender / RfP No. T002194550 dated March 12, 2020

I /we have carefully gone through the Terms & Conditions contained in the RfP No. T002194550 dated March 12, 2020 regarding selection of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs. We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by us in the Annexure – III is true and correct and able to perform this contract as per RfP document.

I/We hereby declare that:

(i) I/we has/have not been debarred/ black listed by any Central Government Ministry / Bank, RBI, IBA / any regulatory authority or any other Government / Semi Government organizations in India during last 3 years from the date of RfP.

(ii) I / We further declare that I / we have not been penalized or found guilty in any court of law and am / are not involved in any major litigation that may have impact or compromise the delivery of services required.

I/we further certify that I am /we are competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that I am / we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in **Annexure – III** is true and correct and also able to perform this contract as per RFP document.

Thanking you,

Yours sincerely,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

Annexure - V

Letter of Competence

(To be executed on a non-judicial stamp paper of worth Rs.100/-)

Selection of Agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs - RfP No. T002194550 dated March 12, 2020

This is to certify that we *[Insert name of Bidder]*, address are fully competent for deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs / 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 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 ...



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

Annexure - VI

Letter of Conformity

(To be submitted on Prime Bidder's company letter head)

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

Dear Sir,

Selection of Agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs

RfP No. T002194550 dated March 12, 2020

We, the undersigned bidders, having read and examined the aforesaid RfP document, issued by SIDBI (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-VII** of the main RfP document which are explicitly 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 ...



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

Annexure - VII

(To be submitted on Bidder's company letter head)

Statement of Deviations

Selection of Agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs
Tender / RfP No. T002194550 dated March 12, 2020

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				
S. N.	Clarification point as stated in the tender document	Page No. In RfP	Section No. in RfP	Comment/ Suggestion/ Deviation
1.				
2.				
3				

<additional rows may be added, if required>

Signature of Authorised Signatory:

Date
Place

Name of the Authorised Signatory:
Designation:
Name of the Organisation:
Seal:

Seal ...



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

Annexure - VIII

Particulars for Selection of Agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs

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

Date:

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

We hereby offer to submit our request for Selection of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs as per proposal reference RfP No. T002194550 dated March 12, 2020. We have read and understood the content of RfP. We unconditionally accept & abide by the terms & conditions specified therein.

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

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

Sl. No.	Particulars	Number (Qty)	Amount (Rs.) for 2 years
1	PMU Managers to be placed / deployed		
2	Business Analysts / Associates to be placed / deployed		
3	Project management unit fee for the agency as per scope of work for 24 months		
4	\$Total cost (exclusive of all taxes)		
5	Taxes (specify details)		
6	Total cost (inclusive of all taxes)		

**for pocket details, please refer above.*



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

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

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

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

I/We certify that if appointed for assignment, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit (including termination of contract and or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf

Designation/Seal of Agency

Annexure - IX

Non-Disclosure Agreement

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

WHEREAS, we, * _____ * *description depends upon legal status of the party*, having Registered Office at _____, (hereinafter referred to as the COMPANY, which expression shall include its successor and permitted assignees), are agreeable to execute the work of “deployment of Project Management Units to undertake and support SIDBI’s engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs” as per proposal reference **RfP No. T002194550 dated March 12, 2020** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at 3rd Floor, Atma Ram House, 1 Tolstoy Marg, Connaught Place, New Delhi – 110001 (hereinafter referred to as the BANK) and

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure 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



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

confidence and shall extend only so far as necessary for the purposes of such performance.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this agreement shall be interpreted so as best to effect the intent of the parties.

Yours sincerely,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

^{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 XI

Performance Bank Guarantee

(To be executed on a non judicial stamp paper of requisite value by the Shortlisted Bidder)

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 at * *description depends upon legal status of the party* (hereinafter called SIDBI) having agreed to award a contract to M/s. ' _____ having its office at ' _____, (hereinafter called "the Service Provider") for "deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs" on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter-alia, stipulates for submission of performance Bank guarantee equivalent to 8% of contract value i.e. _____ (Rupees _____ only), for the due fulfillment by the Service Provider 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 _____ 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 Service Provider of the terms and conditions contained in the said Agreement, the opinion of 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 Service Provider failing or neglecting to perform the said Order for "**deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs**" 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants have the power to issue this guarantee on behalf of the Bank and they hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` _____ (Rupees).
10. 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



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

11. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. 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 _____).
13. Our liability pursuant to this guarantee is conditional 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) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. 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.
14. 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)”
15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Delhi.

In witness where of we have set and subscribed our hand and seal this day of2019.

SIGNED, SEALED AND DELIVERED.

BY

AT

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

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....



EMD / Bid Security Form

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal RfP No. **T002194550 dated March 12, 2020** for "Selection of Agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states/UTs " (hereinafter called the 'the RFP') to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered / head office at ----- and inter alia a branch office situated at ----- have agreed to give a performance guarantee of 8% of contract value i.e. ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding.

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding `...../- (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of `...../- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

our obligations hereunder in whole or in part, including and whether or not known to us or you:

- 1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

.....



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

Annexure XIII

Conformity of Hardcopies

(To be submitted on Bidders Company letter head)

Date: _____

To

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

Dear Sir,

Conformity of Hardcopies

Tender / RfP No. T002194550 dated March 12, 2020

We, the undersigned bidders, having read and examined bid along with terms & conditions the aforesaid RfP document, issued by SIDBI and hereinafter referred as 'bank' do hereby covenant, warrant and confirm as follows.

The soft-copies of the proposal submitted by us in response to the RfP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

Annexure-XIV

Power of Attorney

RfP no. T002194550 dated March 12, 2020

(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

BY THIS POWER OF ATTORNEY executed on _____, 2020, 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 :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Small Industries Development Bank of India' ("SIDBI") relating to '**RfP no. T002194550 dated March 12, 2020** for "Selection of Agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states/UTs " 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 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

Pre-Contract integrity Pact

(To be submitted on Letter Head of the Company)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of -----, 2020 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at 3rd Floor, Atma Ram House, 1 Tolstoy Marg, Connaught Place, New Delhi – 110001 (hereinafter called the “SIDBI”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s ----- represented by Shri ----, Chief Executive Officer / Authorized Signatory (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the SIDBI proposes to appoint **Agency** for deployment of Project Management Units to undertake and support SIDBI's engagements at state / UT level / with State / UT Governments for development of the MSME ecosystem in various states / UTs and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and SIDBI is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling SIDBI to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and SIDBI will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

2 Commitments of SIDBI

- 2.1 The SIDBI undertakes that no official of the SIDBI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 SIDBI will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of SIDBI will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to SIDBI with full and verifiable facts and the same is prima facia found to be correct by SIDBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by SIDBI and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by SIDBI the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of SIDBI, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of SIDBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to SIDBI that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to SIDBI or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of SIDBI or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by SIDBI as part of the business relationship, regarding plans, technical proposals and business details, including

information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of SIDBI has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of SIDBI.

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs.11,18,000/- as Earnest Money/Security Deposit, with SIDBI through any of the following instrument.

- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Delhi.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to SIDBI immediately on demand without any demur

whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by SIDBI to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle SIDBI to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by SIDBI and SIDBI shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- iv. To recover all sums already paid by SIDBI, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of SIDBI, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by SIDBI along with interest.
- vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to SIDBI resulting from such cancellation/rescission and SIDBI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of SIDBI.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by SIDBI with BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of decision by SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 SIDBI will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of SIDBI to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will

be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent Monitors

- 8.1 SIDBI is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by SIDBI
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of SIDBI including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 SIDBI will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of SIDBI within 8 to 10 weeks from the date of reference or intimation to him by SIDBI /BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, SIDBI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.



10 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of SIDBI.

11 Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both SIDBI and the BIDDER, in case BIDDER is unsuccessful (unsuccessful bidder), this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this integrity Pact, at _____ on _____

SIDBI

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

FORMAT-I

PARTICULARS IN RESPECT OF AGENCY TO OPERATE SIMILAR CONTRACT OBTAINED IN THE LAST FIVE YEARS

Sr. No.	Name and address of the client with contact numbers	Value of work executed (Rs.)	Date of award of contract	Period of Contract		Details of feedback / appreciation letters (attach proof)
				From	To	

Please enclose the copies of work order / contracts / agreements / completion certificate, wherever available from the client (employer) for each of the work along with details of completion of each of the work on bidder's letterhead.



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

FORMAT II

(on letterhead duly stamped and signed)

Date:

TO WHOMEVER IT MAY CONCERN

This is to certify that M/s _____ is agency appointed to manage (name of the project) _____ since _____. The performance of the agency is satisfactory during their tenure with us.

Name & Designation of the Signatory

(Duly supported by the rubber stamp of the institution)

DETAILS OF RESOURCES / INFRASTRUCTURE FACILITIES

1	Details of Manpower	
	(a) Manager	
	(b) Supervisor	
	(c) skilled workers	
2	Details of infrastructure facilities available (details of Inhouse facilities/experience)	
3	Any other relevant information.	



RfP for appointment of agency for deployment of Project Management Units to undertake and support SIDBI's engagements at state level / with State Governments / UT Administration for development of the MSME ecosystem in various states.

FORMAT IV

FORMAT OF FINANCIAL INFORMATION (TURNOVER / PROFIT & LOSS, ETC.)

DURING LAST THREE YEARS)

S.No.	Financial Year	Annual Turnover (in Rs. lakh)	Profit / Loss (in Rs. lakh)	Net Worth (in Rs.lakh)	Documents Enclosed as proof

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA.
