

स्वावलंबन पॉडकास्ट के विकास एवं होस्टिंग के लिए Empaneled एजेन्सीस से प्रस्ताव पत्र (सीमित निविदा) संबंधी अनुरोध

**LETTER OF INVITATION (Limited Tender) from Empaneled Agencies
for Development and Hosting of Swavalamban PODCAST**

निविदा सं. T002228096 दिनांक: 26/02/2021

Tender No.: T002228096 dated: 26/02/2021



भारतीय लघु उद्योग विकास बैंक
संवर्द्धन एवं विकास उद्-भाग
तृतीय तल, आत्मा राम हाउस
1, टोल्स्टोय मार्ग, कनाट 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

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 <https://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".

भारतीय लघु उद्योग विकास बैंक, स्वावलंबन पॉडकास्ट के विकास एवं होस्टिंग के लिए Empaneled एजेन्सीस से प्रस्ताव पत्र –पैरा 5.1 में निर्दिष्ट नियम एवं शर्तों (कार्य संबंधी दायरा) के अनुरूप, आवेदन आमंत्रित करता है।

The Bank invites applications from empaneled agencies for **Development and Hosting of Swavalamban PODCAST** as per para 5.1 (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.

Bid Invitation Letter

RefNo: _____

Date:

To,

[Addressed **only to Advertising Agencies Empanelled with the Bank**]

महोदया/ प्रिय महोदय,
Madam / Dear Sir,

**SUBJECT: BID INVITATION LETTER
FOR SUBMISSION OF Techno COMMERCIAL PROPOSAL FOR
Development and Hosting of Swavalamban PODCAST
(ONLY FOR EMPANELLED SOCIAL MEDIA AGENCIES OF SIDBI)**

1. Please refer to your empanelment with Small Industries Development Bank of India (SIDBI). You are hereby invited to submit proposals required for the captioned assignment with best prices for **Development and Hosting of Swavalamban PODCAST** as per specifications given in RFP document.
2. The proposal complete in all respect (refer to 'Guidelines on Bid Submission' above), should be submitted with subject "**Techno Commercial Proposal for Development and Hosting of Swavalamban PODCAST**" latest by March 16,2021 till 17:00 hrs to the following email ids : smirtib@sidbi.in and devkumar@sidbi.in .The SIDBI reserves the right to accept or reject any or all the Proposals in whole or part without assigning any reasons.
3. You are requested to hold your proposal valid for 180 days from the last date of submission without change in your proposed price. SIDBI will make its best efforts to select a vendor within this period. SIDBI may solicit your consent to an extension of Proposal validity (but without any modification in the Proposal including proposed price).
4. Please note that payments which you receive from this assignment will be subject to applicable tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.
5. We would appreciate if you inform us by E-mail:
 - (a) Your acknowledgement of the receipt of this letter of invitation and;
 - (b) Whether or not you will be submitting a proposal.

भवदीय / Yours faithfully

Sd/-

(अभिजीत दास/ Abhijit Das)
Deputy General Manage

2. महत्वपूर्ण सूचना / CRITICAL INFORMATION:

S.No. क्र.सं.	कार्यक्रम / Events	विवरण/ Particular / दिनांक और समय/ Date & Time
1	उद्देश्य / Purpose	स्वावलंबन पॉडकास्ट के विकास एवं होस्टिंग के लिए Empaneled एजेन्सीस से प्रस्ताव पत्र Selection of agency for Development and Hosting of Swavalamban PODCAST application invited from empaneled agencies only.
4	बोली-पूर्व बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting	4 मार्च 2021 को अपराह्न 5.00 बजे / 4 March 2021 by 05:00 pm Clarifications to be sought only via email at E-mail Ids mentioned at Sl. No. 12 of this section, no other means shall be entertained.
5	बोली-पूर्व बैठक / Pre Bid meeting	05 मार्च 2021 को अपराह्न 15.00 बजे / 05 March 2021 at 15:00 pm The meeting shall be virtual/online over MS Teams Call.
6	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	16 मार्च 2021 को अपराह्न 5.00 बजे / 16 March 2021 at 05.00 pm Only E- bids (over E-mail) to be furnished. No physical bids shall be entertained.
7	Address for Bid Submission / pre-bid / बोली जमा करने का पता	Not Applicable (Soft copies of the Bids are to be submitted through Emails only)
8	तकनीकी बोली खोलने की तिथि व समय / Date & Time of Opening of Technical bid	17 मार्च 2021 को प्रातः 11:00 बजे / 17 March 2021 at 11:00 AM
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 (online mode). Date would be intimated after bid submission.

12	सिडबी अधिकारियों के संपर्क विवरण / Contact details of SIDBI officials		
	स्मृति बाजपेई Smirti Bajpai	देव कुमार Dev Kumar	अभिजीत दास Abhijit Das
	011-23448418 smirtib@sidbi.in	/ 011-23448403 devkumar@sidbi.in	/ 011-23448408 abhijitdas@sidbi.in
13	स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) केंद्रीय सतर्कता आयोग द्वारा नियुक्त / Independent External Monitor (IEM) appointed by the CVC	श्री नागेश्वर राव कोरीपल्ली (आईआरएस, सेवानिवृत्त) ३८ द ट्रेल्स, मानिकोंडा, आर. आर. डिस्ट्रिक्ट हैदराबाद – 500089, मोबाइल: 9788919555 / knageshwarrao@gmail.com Shri. Nageshwar Rao Koripaali, (IRS retd.), 38, The Trails, Manikonda, R.R District Hyderabad -500089, Mobile: 9788919555, knageshwarrao@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.
3. In view of COVID 19 situation,
 - 3.1.1 Online bids should be submitted in password protected format
 - 3.1.2 Pre-Bid and Bid opening meetings can be attended via Skype/Teams with prior permission of SIDBI on authorized links to be provided by SIDBI
 - 3.1.3 All Emails must be received before cutoff time with SIDBI

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 Podcast /Swavalamban Podcas : These terms are interchangeability used
- 5 Tender Document shall also mean Bid Document
- 6 Tender shall mean Technical and Financial / Commercial Bid

3 Instruction to Bidders

3.1 Preface

This request for proposal document ('RFP document' or 'RFP') has been prepared solely for the purpose of enabling SIDBI to select an agency / firm / Service Provider for **Selection of agency for Development and Hosting of Swavalamban PODCAST application invited from empaneled agencies only**". The RFP

document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

3.2 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.

3.3 FOR RESPONDENT ONLY

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder").

3.4 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.

3.5 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.

3.6 NO LEGAL RELATIONSHIP

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

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 ACCEPTANCE OF TERMS

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

3.12 REQUESTS FOR PROPOSAL

3.12.1 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.

Contact Smirti Bajpai	Contact Dev Kumar
Position: Manager	Position: Assistant General Manager
Email- smirtib@sidbi.in	Email- devkumar@sidbi.in
Telephone- 011-23448418	Telephone- 011-23448403

3.12.2 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.

3.12.3 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.

3.12.4 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.

3.13 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 RFP CLOSING DATE :

RFP Response should be received by SIDBI not later than the time and date mentioned in 'Bid Critical Information' section before, Via email over authorize mail IDs official mail ID.

4.2 RFP VALIDITY PERIOD-

- 4.2.1 The Bids must remain valid and open for evaluation according to their terms for a period of 180 days from the date of the submission of bids.
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.3 LATE RFP POLICY-

RESPONSES received after the due date / time i.e. bid submission date/ time would be considered late and shall not be accepted or opened.

4.4 Receiving of RFP Response

The submission of the response should be in the format outlined in this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

a. Instructions for Bid Submission

- Considering the Pandemic Situation due to COVID-19 in the country, the interested bidders shall submit the Bids / Proposals to designated **E-mail Ids only in place of physical submission**. No Physical submission of the bids shall be entertained.
- While submitting the soft copies of the bids, the bidder shall prepare two (02) zip files as per the following for submission to SIDBI through email:
 - Zip File 01 - **Password protected Technical Bid.zip** (containing all the necessary information / templates / annexure to be provided as per the tender document)
 - Zip File 02 - **Password protected Commercial Bid.zip** (as per the format provided in the tender)

Note:

- (i) In case the file size of the Zip File 01 (as above) is very high and the bidders faces any challenges in sending these files (as attachments) in the mail, the bidder

may also opt for providing the "One Drive" or "Google Drive" downloadable link (without any restriction / authorization required) for these zip file

(ii) It is clarified that the Zip File 02 – Commercial Bid.zip should mandatorily has to be enclosed in the mail and should not be provided through a downloadable link.

(iii) Multiple mails for submitting the bids should be avoided.

(The soft copies of the bids (as per the instructions indicated above) should be submitted to the following email ids only:

devkumar@sidbi.in

Smirtib@sidbi.in

- The bids received within the deadline i.e. **16 March 2021 at 5:00 PM only** shall be considered for further evaluation. It is clarified that any delay / lag due to connectivity of for whatsoever reason leading to delay in submission of the proposal shall be not accepted by SIDBI. Bidder to ensure that the proposal reaches to SIDBI Inbox through email before the deadline.
- **Regarding "Commercial bid" submission**

The soft copy of the commercial bid (Zip File 02 - Commercial Bid.zip) should be in the .pdf format (**not editable but printable**) only and should be "**Password Protected**".

The password to open the commercial bids shall be shared by the Bidders at the time of opening of the commercial proposals only. The commercial proposals shall be opened only for the technically qualified bidders. The commercial bid in any other format and not meeting the above criteria shall not be accepted and the bidder shall be considered as "**Disqualified**".

Further, it is also mentioned that the option / facility opted for submission of the soft copy of the bids is being provided by SIDBI due to the present COVID 19 pandemic situation.

SIDBI shall not be responsible for any claim by any of the bidder with regard to the cracking of the password or etc. in respect of the commercial bid.

Further, it is also clarified that at the time of opening of the commercial bid, if the bid file does not open or shows some error like "invalid file" or "corrupted file" or "Wrong Password" or any other reason, that bid shall not be considered for further evaluation and shall be considered as "Invalid Bid" and the respective bidder shall automatically be disqualified for the further evaluation stage.

4.5 Requests for information

Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing or through e-mail by the time mentioned in 'Bid Critical Information' section before.

No query / clarification would be entertained over phone.

All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

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

The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that

Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

4.6 PRE BID MEETING:

- 4.6.1 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.
- 4.6.2 The Bank shall hold an Online pre-bid meeting over "**Skype For Business**" or "**Microsoft Team**" on the date and time mentioned in 'Critical Information' section above.
- 4.6.3 It would be the responsibility of the Bidders representatives (only one person per bidder) to join the online pre-bid meeting. The interested bidder are advised to submit the details of the Nodal Officer (Name, Official Email ID, Mobile Number) to participate in the pre-bid meeting. While sending the clarifications / queries to SIDBI, the interested bidders can indicate the details of the nodal officers in the same mail also. The Bank shall send meeting invite only to the person whose details have been shared with the Bank. In case, the meeting invite is not received by any of the designated representatives latest **by 1100 hrs on 05/03/2021**, he/ she should call or mail to Bank's designated officials whose details are given in 'Critical Information' sheet.
- 4.6.4 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.
- 4.6.5 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.
- 4.6.6 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.

4.7 AMENDMENT TO THE BIDDING DOCUMENTS:

- 4.7.1 At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 4.7.2 The amendment will be posted on Banks website www.sidbi.in and CPPP (eprocure.gov.in) only.
- 4.7.3 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.
- 4.7.4 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.

4.8 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.

4.9 SUBMISSION OF BIDS

- 4.9.1 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.
- 4.9.2 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.
- 4.9.3 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.

4.10 MODIFICATION AND / OR WITHDRAWAL OF BIDS:

- 4.10.1 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.
- 4.10.2 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.
- 4.10.3 No bid may be modified or withdrawn after the deadline for submission of bids.
- 4.10.4 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.

4.11 REQUEST FOR INFORMATION:

- 4.11.1 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.
- 4.11.2 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.
- 4.11.3 However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.
- 4.11.4 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.

4.12 DISQUALIFICATION

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

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 **All documents must be numbered and proper index should be put up**
The documents must be scanned in sequence, haphazard placement of documents is liable to be rejected.
- 4.13.3 If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 4.13.4 Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 4.13.5 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.
- 4.13.6 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.
- 4.13.7 Each bidder shall submit only one proposal.

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:

Zip Folder	Bid Contents
I	Technical Bid i. Technical Bid Index ii. Response to Technical Bid – Annexure I
II	Commercial Bid Response to Commercial Bid as per format prescribed in Annexure-II

- 4.14.2 The Bid shall be typed or written in indelible ink, 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 bids to be submitted in e format as mentioned at sl no 4.4 (a). Non-password protected bids or sharing of password before being called for will make bid liable for rejection.

5. BACKGROUND

Swavalamban PODCAST

In its vision 2.0, SIDBI envisions to strengthen enterprise eco system 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 resolved to unleash momentum to evolving of entrepreneurship culture in the country.

It is felt that entrepreneurship still needs to travel a lot among the Indian masses for becoming a first choice of livelihood. Globally, the strong economies have programmatic approach to promote entrepreneurship, especially amongst youth. It is validated that evolving an entrepreneurial culture leads to democratizing development, generates value added product and services, attends to fiscal revenues, employment and innovation. Entrepreneurship gets nurtured amongst micro and small enterprises which is core of most competitive economies

It is proposed to launch a national level PODCAST campaign for promotion of Entrepreneurial culture in the country, This campaign would be primarily focusing on infusing the entrepreneurial culture, encouraging masses to select “entrepreneurship” as preferred occupational choice and strengthening the Financial ecosystem for entrepreneurs

Why PODCAST

A podcast is an episodic series of spoken word all focused on a particular topic or theme, like cycling or startups in form of digital audio files that a user can download to a personal device for easy listening. Streaming applications and podcasting services provide a convenient and integrated way to manage a personal consumption queue across many podcast sources and playback devices.

A podcast series usually features one or more recurring hosts engaged in a discussion about a particular topic or current event.

The vast majority of shows tend to be completely original content, not just repurposing the radio.

Many escape the shackles of traditional radio formats to explore brilliantly original approaches and completely niche subjects. For example:

- **They can be any length**, from a 1 minute news snippet, to a 3 hour in-depth interview.
- **They can be any frequency**, from daily to monthly
- **They can be any format**, from simple solo shows up to mammoth, multi-person audio dramas
- **They can cover ANY topic**, many of which would *never* make it onto radio

PODCAST is getting popular owing to lack of time people face these days owing to long commute timings etc, audio content gives easy access to information, knowledge, updates or even entertainment coupled in time spend on other activities viz, driving, commuting, exercise . As popularly said listening to a podcast in your earphones is a way to create a little audio bubble around you, a personal space for yourself in shared physical environment.

Not only Gen Z, Millennial audience in India are regularly tuning in Podcast space. The medium is gaining importance country According to the Global Entertainment & Media Outlook 2019–2023 report by PwC, podcast listening has increased significantly in India in the past few years.

An outline of the report reads: “Monthly listeners (defined as people who listened to at least one podcast in the last month) totalled 4 crores at the end of 2018, up a sharp 57.6% from 2.54 crores in the previous year. This made India the world’s third-largest podcast-listening market (after China and the US), although it ranks much lower on a per capita basis. Growth is set to continue over the forecast period with listener numbers set to increase at a 34.5% CAGR (compound annual growth rate) to 17.61 crores by 2023.

Proposal : It is proposed to launch Swavalamban Podcast. The key features of pilot shall be

- It shall be in episode format targeting two seasons of 10 episodes each.
- Typical duration of one episode to be of maximum 10 minutes audio content each
- Episode to be in conversation cum story telling format
- Each episode to cover one real story of either of success or failure entrepreneurs coupled with knowledge related to entrepreneurship development
- The Podcast shall run over popular platforms viz spotify, ganna, savanjo and shall also be available over SIDBI, UMV websites. The audio content so developed can be utilized at various events organized PAN India via our network of branches, regional offices etc.

5.1. SCOPE OF WORK

5.1.1 The scope of work is divided into five broad head

- a) Content Development including theme planning
- b) Identification of real life story and its engagement
- c) Engagement with Voice artist and recording
- d) Identification of suitable podcast/audio book platforms and hosting of content
- e) Overall management including statutory approvals

5.1.2 The broad objectives of the programme are -

- a) Launch Swavalamban Podcast aiming to promote **‘culture of entrepreneurship’** encourage entrepreneurship in the country.
- b) Motivate and increase the influx of people towards entrepreneurship, thereby, creating more MSEs and shifting the paradigm from “job seekers” to “job providers”.
- c) To burst the myths prevailing in mass about entrepreneurship
- d) To connect with masses with focus on Gen Z, Millennial audience and via audio medium

5.1.3 Podcast

- The target group of the initiative is expected to be Students, Parents, budding entrepreneurs, MSEs, start-ups, potential entrepreneurs, academicians, policy makers, people having interest in entrepreneurship, etc.
- It shall be in episode format targeting two seasons of 10 episodes each.
- The Podcast shall run over popular platforms viz spotify, ganna, savanjo and shall also be available over SIDBI, UVM websites. The audio content so developed can be utilized at various events organized PAN India via our network of branches, regional offices etc

5.1.4 Content Development

The agency shall

- a) Develop content for the episode broadly on following theme
 - ❖ Overall theme of Season
 - ❖ Story of an entrepreneur (either / both success and failure)
 - ❖ one topic related to entrepreneurship development per episode
- b) the content should be catchy/attractive and cover real life examples
- c) Typical duration of one episode to be of maximum 10 minutes audio content each
- d) Agency to explore incorporating interviews of entrepreneurs in a conversation module
- e) Episode to be in conversation cum story telling format
- f) Each episode to cover one real story of either / both success and failure entrepreneurs coupled with knowledge related to entrepreneurship development
- g) Agency to arrange for training of entrepreneur to interviewed / speak during the programme
- h) Agency to identify and engage voice artist of repute
- i) Agency to identify suitable and popular platforms for hosting of PODCAST and engagement there after
- j) Agency shall be taking care of after and before hosting statutory requirements.

SIDBI's Support

- (a) SIDBI shall facilitate linkage with entrepreneurs
- (b) SIDBI shall provide suggestion and knowledge material on Government of India Schemes supporting entrepreneurs

The role of SIDBI shall be limited to facilitation same not be constituted as sole responsibility of SIDBI.

5.1.5 Indicative Tentative expenditure heads

Sn	Major heads
1.	Content Development including tieup with entrepreneurs for stories.
2.	Engagement of voice artist

3.	Recording (including dramatization)
4.	Hosting over platforms
5.	Management once content is onboarded over Podcast platform.
6.	Development and Promotional teasers for PODCAST, tentatively 4 in number
7.	Hosting of PODCAST promotion over PODCAST platforms, Social media, radio etc with teasers and posts on the episodes.

6. EVALUATION METHODOLOGY & AWARD OF CONTRACT:

6.1. EVALUATION METHODOLOGY:

OBJECTIVE:

The objective of this evaluation methodology is to facilitate the selection of agency for updation of the studies for ensuring technically superior and professional services at optimal cost.

6.2. EVALUATION PROCESS:

6.2.1. The Bank has adopted a two(2) 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. Technical Bid (includes presentation)
- ii. Commercial Bid

6.2.2 The Bank shall evaluate first the 'Technical Bids' bid and based on its evaluation, at the second stage. 'Commercial bids' shall be opened. 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%.

6.2.3 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.

6.2.4 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.

6.3. OPENING OF TECHNICAL BIDS

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

6.3.2 On the scheduled date and time, bids will be opened by the Bank Committee in virtual 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 virtual platform specified in the tender document. The bidders' representatives who shall attend the virtual meeting shall be considered as evidence of their attendance and opening of bids in their presence.

6.3.3 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.

- 6.3.4 Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be discarded.

6.4. PRELIMINARY EXAMINATION:

- 6.4.1 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.
- 6.4.2 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.
- 6.4.3 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.
- 6.4.4 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.
- 6.4.5 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.

7.

EVALUATION OF TECHNICAL BIDS

- 7.1.1. 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 tender.
- 7.1.2. 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.
- 7.1.3. Technical bids would be evaluated on the parameters and presentation as below.

TECHNICAL BIDS EVALUATION CRITERIA –
AGENCY FOR DEVELOPMENT AND HOSTING OF SWAVALAMBAN PODCAST

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

Sr. No.	Details required/Parameters on which Bidder will be scored for Creative	Maximum Marks	Maximum Marks
A	Particulars		
1	Experience of the agency in similar kind of campaign and providing fully comprehensive services (creative contents, arranging outputs in form of films/videos/other modes, media planning & buying, conducting campaigns/ road shows/ events)		10
	(a) Minimum 5 years	5	
	(b) 5 years to 10 years	10	
	(c) More than 10 years	15	
2	No. of similar assignments i.e providing fully comprehensive services (creative contents, arranging outputs in form of films/videos/other modes, media planning & buying, conducting campaigns/ road shows/ events) undertaken in post April 2016		15
	(a) 1-3 assignment	5	
	(b) More than 3 less than 7	7	
	(c) More than 7 less than 10	10	
	(d) More than 10	15	
3	No. and the list of relevant creatives and national campaign for Govt./ PSUs / public or private corporate during last 5 years from date of RfP. The relevant order copies to be enclosed.		5
	(a) One mark for each order copy produced (maximum 5)	5	
4	Understanding note/write up on scope of work and concept of PODCAT (maximum 1000 words)	10	10
	Total		40
B	Presentation on Proposed Plan, Proof of Concept and Roll out strategy		
1	Presentation on development of content including proposed strategy to capture real success and failure stories of entrepreneurs , capability statement (creative work of the agency, including 2-3 best creative campaigns, media planning, buying works of the agency, awards won, case study etc.)	15	30
2	Proposed action plan and Roll out strategy (including engagement of voice artist, recording , hosting over popular platforms , running campaign to increase popularity . .Understanding on assignment/ target group, creative conceptualization, originality of the proposal, communication and campaign strategy branding the campaign and increasing the recall value,	15	

	use of technology and ability to execute (Inhouse team, experts etc.)		
		100	70
	<i>Note for Presentation: "The ratings would also include criteria of value add/innovative suggestions beyond what has been enlisted in RfP, graphic imagery, creativity in concept/ content & continuity etc. No payment shall be made to agency for preparation of creative if any."</i>		

- 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.

7.1.4. 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.

7.1.5. 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

7.1.6. 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.

7.1.7. 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 $RS_{Tech} \geq 60$.

7.2. COMMERCIAL BIDS:

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

7.2.2. 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.

7.2.3. The Commercial Bid should be submitted strictly 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 and are liable to be rejected

7.3. EVALUATION OF COMMERCIAL BIDS

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

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

7.3.3. 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.

7.3.4. The commercial bid evaluation will be done on the basis of quote for the assignment which shall comprise of-

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

7.3.6. 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.

7.4. FINAL SELECTION OF THE ELIGIBLE BIDDER

7.4.1. Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:

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

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

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

7.4.4. 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.

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

8. TERMS AND CONDITIONS

8.1. General

8.1.1. 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.

8.1.2. 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 completed 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.

8.1.3. 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.

8.2. Definitions:

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

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

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

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

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

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

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

8.2.7. "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;

8.2.8. "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.

8.3. 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.

8.4. Price :

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

8.4.2. The accepted price (fee/charges) 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.

a. Use of Contract Documents and Information:

8.4.3. 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.

8.4.4. 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.

8.5. Subcontracts:

The agency shall not sub-contract the services agreed to be rendered by the agency under this contract, except (i) if the existence of their office is not in the identified location; agreed by SIDBI and (ii) for services that are generally procured from outside agency in performing the activities envisage under this contract.

8.6. 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.

8.7. Termination of Contract:

- 8.7.1. 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.
- 8.7.2. 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.
- 8.7.3. 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.
- 8.7.4. 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.
- 8.7.5. 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

8.8. Force majeure:

- 8.8.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, Covid19 pandemic lockdown, 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.

- 8.8.2. 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.
- 8.8.3. 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.

8.9. Resolution of Disputes:

- 8.9.1. 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.
- 8.9.2. 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.
- 8.9.3. 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.
- 8.9.4. 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;
- 8.9.5. Not with standing 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.
- 8.9.6. 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.
- 8.9.7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 8.9.8. 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.

8.10. No Commitment to Accept Lowest or Any Offer

- 8.10.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 8.10.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 8.10.3. 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.

8.11. Taxes and Duties:

- 8.11.1. 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.
- 8.11.2. The bidder must also ensure that all applicable laws framed by the Central Government, State Government 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.
- 8.11.3. 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.
- 8.11.4. 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.

8.12. Statutory authority obligation, notices, fees and charges:

- 8.12.1. 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.
- 8.12.2. 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.

8.13. Right in intellectual Property and materials:

- 8.13.1. 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.

- 8.13.2. 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.

8.14. 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.

8.15. 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 / pre-bid meeting.

8.16. Contacting the Bank

- 8.16.1. 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.
- 8.16.2. 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.

8.17. The agency to conduct as good faith and as per good industry practice:

- 8.17.1. 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.

8.18. Execution of Agreement and NDA

- 8.18.1. 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.
- 8.18.2. 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.

- 8.18.3. 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.

8.19. No Employer-Employee Relationship

- 8.19.1. 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:
- 8.19.2. 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
- 8.19.3. 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.
- 8.19.4. Staff deployed by the agency shall never be deemed to be appointed by the bank nor shall they be under its service conditions.
- 8.19.5. 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.

8.20. Rights to Visit

- 8.20.1. 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.
- 8.20.2. 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.
- 8.20.3. 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.
- 8.20.4. 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.

8.21. Audit:

- 8.21.1. 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.
- 8.21.2. 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.
- 8.21.3. 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.

8.22. IPR Infringement

- 8.22.1. 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.

8.23. Indemnity

- 8.23.1. 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:
 - 8.23.2. 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
 - 8.23.3. 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
 - 8.23.4. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
 - 8.23.5. 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
 - 8.23.6. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
 - 8.23.7. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

- 8.23.8. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
- 8.23.9. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 8.23.10. 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:
- 8.23.11. Notifies the Bidder in writing; and
- 8.23.12. Cooperates with the Bidder in the defence and settlement of the claims.
- 8.23.13. The Bidder shall not be liable for defects or non-conformance resulting from:
 - 8.23.14. Software, hardware, interfacing not approved by Bidder; or
 - 8.23.15. 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.
- 8.23.16. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
- 8.23.17. Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.
- 8.23.18. 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
 - b. Breach, misconduct, omissions or
 - c. 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.

8.24. Limitation of Liabilities

- 8.24.1. Save and except the liability under Section of 'IPR Infringement' in Clause 9.27 and indemnity provision in Clause 9.28 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.

- 8.24.2. 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.

8.25. Confidentiality

- 8.25.1. 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.

- 8.25.2. 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.

- 8.25.3. "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:

- a. relates to the Disclosing Party; and
- b. 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
- c. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- d. 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.
- e. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.

- 8.25.4. 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:
- 8.25.5. 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.
- 8.25.6. In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- f. 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;
 - g. 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;
 - h. 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.
 - i. 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.

8.25.7. 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.

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

8.26. Corrupt and fraudulent practice

8.26.1. 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:

8.26.2. "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.

8.26.3. "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.

8.26.4. 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.

8.27. Grievances Redressal Mechanism

- 8.27.1. 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.

8.28. Miscellaneous / Others

- 8.28.1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures.
- 8.28.2. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
- 8.28.3. 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.
- 8.28.4. 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.
- 8.28.5. 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.
- 8.28.6. 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.
- 8.28.7. 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.

8.29. Notices

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.

- 8.29.1. 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.

- 8.29.2. 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.
- 8.29.3. 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".
- 8.29.4. 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."

8.30. 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 Information and Communication Technology (ICT) and other 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 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

(i) 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

(ii) 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

(iii) will violate any provision of the Memorandum and Articles of Association of the Vendor/ Bidder.

ANNEXURE – I

**PARTICULARS FOR (Limited Tender) from Empaneled Agencies
for Development and Hosting of Swavalamban PODCAST
- Response to Technical Bid
(to be submitted on their letter head)**

Technical Criteria	Supporting documents required for compliance
<p>Experience of the agency in similar kind of campaign and providing fully comprehensive services (creative contents, arranging outputs in form of films/videos/other modes, media planning & buying, conducting campaigns/ road shows/ events)</p>	<p>A Self certified letter as per Format I below, listing the works handled along with supporting evidence thereof.</p> <p>Copy of Work Order and Completion Certificates from the client; 'OR'</p> <ul style="list-style-type: none"> • Copy of Work Order and Phase Completion Certificate from the client; 'OR' • Copy of client certificate as documentary proof for the stated criteria and implementation status. <p>Note: All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity</p>
<p>No. of similar assignments i.e providing fully comprehensive services (creative contents, arranging outputs in form of films/videos/other modes, media planning & buying, conducting campaigns/ road shows/ events) undertaken in post April 2016</p>	<p>A Self certified letter as per Format I below, listing the works handled along with supporting evidence thereof.</p> <p>Copy of Work Order and Completion Certificates from the client; 'OR'</p> <ul style="list-style-type: none"> • Copy of Work Order and Phase Completion Certificate from the client; 'OR' • Copy of client certificate as documentary proof for the stated criteria and implementation status. <ul style="list-style-type: none"> ○ Note: All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity
<p>No. and the list of relevant creatives and national campaign for Govt./ PSUs / public or private corporate during last 5 years</p>	<p>CA certificate certifying tangible networth as on 31st March 2020.</p>

from date of RFP. The relevant order copies to be enclosed	
Understanding note/write up on scope of work and concept of PODCAT (maximum 1000 words)	Writeup to be attached
The agency should not have been penalised 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. However, SIDBI would have the right to independently verify the same. (Annexure V)
The agency has not defaulted to any Bank within the jurisdiction of India	A self-certified letter to be submitted. However, SIDBI has right to check CIBIL records.
<p>Presentation on Proposed Plan, Proof of Concept and Roll out strategy</p> <p>1. Presentation on development of content including proposed strategy to capture real success and failure stories of entrepreneurs , capability statement (creative work of the agency, including 2-3 best creative campaigns, media planning, buying works of the agency, awards won, case study etc.)</p> <p>2. Proposed action plan and Roll out strategy (including engagement of voice artist, recording , hosting over popular platforms , running campaign to increase popularity . .Understanding on assignment/ target group, creative conceptualization, originality of the proposal, communication and campaign strategy branding the campaign and increasing the recall value, use of technology and ability to execute (Inhouse team, experts etc.)</p>	Soft copy to be attached

FORMAT-I**PARTICULARS IN RESPECT OF WORK CONTRACT OBTAINED IN THE LAST FIVE YEARS**

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

Please enclose the copies of work order / agreement and completion certificate from the client (employer) for each of the work.

Annexure - II

**PARTICULARS FOR (Limited Tender) from Empaneled Agencies
for Development and Hosting of Swavalamban PODCAST
- 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 Development and Hosting of Swavalamban PODCAST. We have read and understood the content of RfP. We unconditionally accept & abide by the terms & conditions specified therein.

Sn	Major heads
1.	Theme planning and content Development including tieup with entrepreneurs for stories.
2.	Engagement of voice artist
3.	Recording (including dramatization)
4.	Hosting over platforms , average cost of hosting over 4 popular platforms
5.	Management once content is onboarded over Podcast platform.
6.	Development and Promotional teasers for PODCAST, cost of one teaser to be indicated
7.	Hosting of PODCAST promotion over PODCAST platforms, Social media, etc

Total cost (excluding all taxes)**	
Total cost (including all taxes)	

**NOTE - The commercial bid evaluation shall be done on the basis of cost quoted excluding taxes.

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:
behalf

Designation/Seal of Agency

Signature of authorized person for and on