

# भारतीय लघु उद्योग विकास बैंक

## Small Industries Development Bank of India

यूरोपियन यूनियन(ईयू)स्विच एशिया परियोजना हेतु 4 राज्यों के लिए  
सुगमकारी एजेंसी की नियुक्ति हेतु प्रस्ताव अनुरोध

Request for Proposal

For

Engaging Facilitating Agency in 4 states  
for European Union (EU) Switch Asia Project

**December 06, 2018**

भारतीय लघु उद्योग विकास बैंक  
तृतीय तल, श्रीजी टावर, क्रिस्तान बस्ती, जी. एस. रोड  
गुवाहाटी-781005

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Third Floor, Shreeji Tower, Christian Basti, G. S. Road,

**Guwahati – 781005**

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*The information provided by the bidders in response to this tender document will become the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind or reissue this tender document and all amendments will be advised to the bidders and such amendments will be binding on them.*

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## Critical Information/ महत्वपूर्ण सूचना

(RfP No: 02/2018-19/SIDBI/P&D/Guwahati)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications स्पष्टीकरणकी मांगकी अंतिम तिथि	दिसम्बर 13, 2018 December 13, 2018	17:00
2	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	दिसम्बर 28, 2018 December 28, 2018	15:00
3	Tender closing date & time/ टेंडर बंद होने की तिथि व समय	दिसम्बर 28, 2018 December 28, 2018	15:00
4	Address for Bid Submission, Pre-Bid Meeting and all other communication / बोली जमा करने, बोली - पूर्व बैठक तथा अन्य सभी प्रकार के सम्प्रेषण का पता	<b>Deputy General Manager</b> Small Industries Development Bank of India 3rd Floor, Shreeji Tower, Christian Basti, G.S. Road Guwahati – 781005 Phone:0361-7110334  <b>उप महाप्रबन्धक</b> भारतीय लघु उद्योग विकास बैंक तृतीय तल, श्रीजी टावर, क्रिस्तान बस्ती, जी. एस. रोड गुवाहाटी-781005 दूरभाष: 0361-7110334	
5	Pre-Bid meeting / पूर्व - बोली बैठक	दिसम्बर 17, 2018/ 11 : 00 December 17, 2018 / 11: 00	
6	Date & Time of Opening of Technical bid/ तकनीकी बोली खोलने की तिथि व समय	दिसम्बर 28, 2018 December 28, 2018	16: 00
7	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियां	बाद में सूचित किया जायेगा To be intimated at a later date	
8	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	बाद में सूचित किया जायेगा To be intimated at a later date	
9	Bid Validity/ बोली के वैधता	बोली जमा करने की अंतिम तिथि से 90 दिन तक। <b>90 days</b> from the last date of bid submission.	

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
10	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	Shri K M Deka, Dy. General Manager कि. मो. डेका उप महाप्रबंधक	Email : <a href="mailto:ROguwahati@sidbi.in">ROguwahati@sidbi.in</a> Phone : 0361-7110334 Mobile : 90510 58456
		Ashim Baidya, Manager अशिम बैद्य, प्रबंधक	Email : <a href="mailto:ashim@sidbi.in">ashim@sidbi.in</a> Phone : 0361-7110334 Mobile : 99711 73736
11	Independent External Monitor (IEM) appointed by the CVC सी.वी.सी द्वारा नियुक्त स्वतंत्र बाह्य मॉनिटर	Shri. Ashok Sinha, (IAS retd.) श्री अशोक सिन्हा (आईएएस, सेवानिवृत्त)	13 Yayati, Sect-58A, Nerul (West), Palm Beach Road, Navi-Mumbai 400706 Mob : 9821844044 e-mail : <a href="mailto:asinha51@gmail.com">asinha51@gmail.com</a>

**Note:**

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website
2. This bid document is not transferable.
3. 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.

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## Important Terms

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

- 'Bank' means 'Small Industries Development Bank of India'.
- 'Bidder' means the respondent to the RfP document.
- 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
- 'Service Provider' refers to the successful bidder who provides the services to the bank after the contract is awarded by the bank, also abbreviated as 'SP'.
- 'RfP' or 'Tender' means the Request for Proposal document
- 'Bid' may be referred to as 'Offer'.

## Annexure/ Appendix Details

Annexure/ Appendix Number	Description
Annexure-I	Bid Covering Letter
Annexure-II	General Information about Bidder
Annexure-III	Technical Bid
Annexure-IV	Commercial Bid
Annexure-V	Declaration Regarding Clean Track Record
Annexure-VI	Statement of Deviations
Annexure-VII	Letter of Competence
Annexure-VIII	Power of Attorney
Annexure-IX	Pre-Contract Integrity Pact
Annexure-X	Letter of Conformity
Annexure-XI	Non-Disclosure Agreement
Annexure-XII	Bank Mandate Form
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# 1. Introduction and Disclaimers

## 1.1 Purpose of RfP

1. Small Industries Development Bank of India (SIDBI) in partnership with the Foundation for MSME Clusters (FMC) is implementing a European Union (EU) SWITCH Asia project “ACA/2017/393-200: Promote Bamboo MSME Clusters for Sustainable Development”. The other project partners are the Commonwealth Educational Media Centre for Asia (CEMCA) and the Copenhagen Business School (CBS).
2. The overall objective of the project is to promote bamboo as sustainable resource and generate green jobs through implementation of Micro Enterprise Promotion Programme (MEPP) in Bamboo Clusters. The project will be implemented in 9 states of India (Viz: Assam, Arunachal Pradesh, Meghalaya, Mizoram, Tripura, Odisha, Chhattisgarh, Jharkhand & Madhya Pradesh)
3. This Request for Proposal document (“**RfP document**” or “**RfP**”) has been prepared solely for the purpose of enabling the **Small Industries Development Bank of India**, referred as the “**Bank**” hereafter, to engage Facilitating Agency (ies) (FAs) to implement the Project in 4 states of Meghalaya, Mizoram, Arunachal Pradesh and Tripura in consultation with the SIDBI and the Foundation for MSME Clusters (FMC) to suit local needs and conditions for promoting Micro Enterprise Promotion Programme (MEPP) in Bamboo Clusters for Sustainable Development.
4. One FA per state will be hired in all the states. However, an agency is allowed to apply and may be selected for more than one state, if it meets the required eligibility. **Separate applications need to be submitted for different states.**
5. This RfP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.
6. The tender methodology being followed is under Two Bid System viz. 1) **Technical bid** and 2) **Commercial bid**.

## 1.2 Information Provided

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

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### 1.3 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.

### 1.4 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 Respondent.

### 1.5 No Legal Relationship

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

### 1.6 Respondent Obligation to inform itself

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

### 1.7 Evaluation of Offers

1. Each Respondent acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
2. The issuance of RfP document is merely an invitation of offers and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Respondent. The Respondent 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.

### 1.8 Acceptance of Selection Process

Each Respondent having responded to this RfP acknowledges have reading, understanding and accepts the selection & evaluation process mentioned in this

RfP document. The 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.

## 1.9 Errors and Omissions

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

## 1.10 Acceptance of Terms

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

## 1.11 Requests for Proposal

1. Respondents are required to direct all communications related to this RfP, to the following contact person:

Contact : Shri K M Deka  
Position : Dy. General Manager  
Email : ROGuwahati@sidbi.in  
Telephone : +91 - 0361 – 7110334

Contact : Shri Ashim Baidya  
Position : Manager  
Email : ashim@sidbi.in  
Telephone : +91 – 0361-7110344

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 must be taken to form part of that Respondent's response.
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. These details should also be written/ printed without fail on each of the bids envelopes as well.
4. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage over other bidders by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
5. SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

## 1.12 Notification

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

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## 2. RfP Response

### 2.1 Bid Submission Closing Date

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

### 2.2 RfP Validity Period

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

### 2.3 Late RfP Policy

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

### 2.4 Receiving of RfP Response

Receiving of RfP response will be recorded by SIDBI in a '**Bid Receipt Register**' kept for the purpose upon receiving the RfP response. The submission of the response should be in the format outlined in this RfP and should be submitted through courier/ hand delivery. If the submission to this RfP does not include all the documents and information required or is incomplete or submission is through Fax or e-mail mode, the RfP is liable to be rejected. All submissions, including any accompanying documents, will become the property of Bank. The Respondent 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 Respondent that may subsist in the submission or accompanying documents.

### 2.5 Requests for information

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

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

3. 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

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email address as responses to queries will be provided to all Respondents via email.

4. 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.

## 2.6 Disqualification

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

## 2.7 Pre – Bid Meeting

1. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. 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.
2. It would be the responsibility of the Bidders to be present at the venue of the meeting.
3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting
4. 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](http://www.sidbi.in)) website and Central Public Procurement Portal (CPPP) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

## 2.8 Amendment to the Bidding Documents

1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment
2. The amendment will be posted on Banks website [www.sidbi.in](http://www.sidbi.in) and CPPP ([eprocare.gov.in](http://eprocare.gov.in)).
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. 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.

## 2.9 Language of the 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

## 2.10 Selection process

Successful Bidder will be selected through two bids evaluation process:

- i) Technical evaluation
- ii) Commercial evaluation

## 2.11 Details of Bids to be submitted

1. Bidders are required to submit their responses in two separate envelopes, with contents of each as under:

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
II	<b>Technical Bid</b> i. Response to Technical Bid –As per format prescribed in <b>Annexure-III</b>	Hardcopy – 1 (original)+3 (copies)	“Technical Bid for Engaging Facilitating Agency (FA) – <b>RfP No.02/2018-19/SIDBI/P&amp;D/Guwahati</b> ”
III	<b>Commercial Bid</b> i. Response to Commercial Bid as per format prescribed in <b>Annexure-IV</b>	Hardcopy – 1	“Commercial Bid for Engaging Facilitating Agency (FA) <b>RfP No. 02/2018-19/SIDBI/P&amp;D/Guwahati</b> ”

**In case the agency is interested to work in more than one state, separate applications / bids should be submitted for each state.**

2. Above mentioned two separately sealed sub-envelopes should be put together in another **master sealed envelope** super-scribing “**Bid for Engaging Facilitating Agency for \_\_\_\_\_(Write the name of the state)\_\_\_\_\_ – Rfp No. RfP No. 02/2018-19/SIDBI/P&D/Guwahati**”
3. All the individual envelopes must be super-scribed with the following information as well:
  - i) Name of the bidder, Contact Name, Address of Communication, Contact Number and e-mail id.
4. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
5. Envelope should also contain softcopies of respective response documents of the Technical Bid. Soft copy of the Commercial Bid **should not be included** in the soft copy.

## 2.12 Important

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

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1. Authorized signatory must sign all the pages of the response.
  2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
  3. Faxed or e-mailed copies of any submission are not acceptable and will be rejected by the Bank.
  4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
  5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
  6. For Bidder submitting bids for more than one states separate technical and commercial bids shall be submitted.

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## 3. Background

### 3.1 About SIDBI

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

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

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

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

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## 4. Implementing MEPP in Bamboo Clusters for Sustainable Development- Terms of Reference (ToR)

### 4.1 Background:

It is estimated that there are more than 5 million people, half of them being women in the tribal regions across several states of India where abundant quantity of bamboo is available as a resource for their livelihoods. However, in the bamboo processing and product manufacturing segment, the number is likely to be significantly less than this Bamboo provides huge scope for replacement of less sustainable resources like timber, plastic, steel, etc. and for creation of green jobs by effectively harnessing bamboo by upgrading existing products and introducing new products duly linked with markets.

**Small Industries Development Bank of India (SIDBI)** in partnership with the **Foundation for MSME Clusters (FMC)**, the **Commonwealth Educational Media Centre for Asia (CEMCA)** and the **Copenhagen Business School (CBS)** is implementing a project named as “**Promote Bamboo MSME Clusters for Sustainable Development**” funded by the **European Union (EU)** under its SWITCH Asia Programme.

The **overall objective** of the project is to promote bamboo as sustainable resource and generate green jobs. The project is designed to help local community and other stakeholders collaborate for the promotion of green economy, sustainable growth, economic prosperity and poverty reduction along with mitigation of climate change.

The project intends to foster bamboo products as a sustainable substitute of less renewable resources like timber and promote economic prosperity of the tribal including women in less developed regions in the 9 states (Viz: Assam, Arunachal Pradesh, Meghalaya, Mizoram, Tripura, Odisha, Chhattisgarh, Jharkhand & Madhya Pradesh) of India. The project will support commercialization of high potential bamboo products in the buildings, furniture and other lifestyle sectors.

**Specific objectives** of the project are as follows:

1. Support enterprise development for sustainable supply of bamboo products and generate improved livelihoods
2. Promote select new bamboo products among high potential buyers
3. Sustain and upscale local initiatives through community-led multi-stakeholder development models
4. Promote sustainable linkages between financial institutions and local enterprises.
5. Strengthen policy dialogue and dissemination of proven development models relevant for bamboo sector

There are **5 inter-related work packages (WPs)** in the design of the Action synchronized to produce results for 5 specific objectives respectively.

**WP1) Promote enterprises for sustainable production** (i) Provide technical, managerial & financial inputs to MSMEs (ii) Provide scientific harvesting techniques to harvesters; (iii) provide OHS inputs & social security linkages to workers

**WP2) Create Market Opportunities for high potential products** (i) Undertake Market assessment study to identify high potential timber substitutes for public and private procurement (ii) Setup physical incubators to demonstrate high potential products in cluster (iii) Identify and incubate start-ups (iv) Organise linkages with potential public & private buyers

**WP3) Strengthen local governance systems and intermediaries** (i) Identify, Select and capacitate local FAs (ii) Identify strategic BDS providers and linked for providing services to MSMEs and create a pool of local BDSPs (iv) Organise PNs and provide techno managerial support to setup community run Common Facility Centres (CFCs) (v) Identify and build capacities of equipment/ inputs suppliers

**WP4) Facilitate financial linkages** (i) Create suitable business plans for MSMEs in cluster districts (ii) Sensitise and train local bankers from FIs on Bamboo MSME financing (iii) Create financial linkages for MSMEs with FIs and public schemes (iv) Explore and seek international banks' credit lines for enabling offtake of SCP financial products

**WP5) Create sustainable local development models and disseminate at national and international level** (i) Organise regional multi-stakeholder consultation workshops to capture best practices and draw policy lessons (ii) Organise national and international seminar to disseminate diverse development models for replication (iii) Prepare learning documents for policy uptake to promote sustainable production e.g. SCP financing, governance, value chains, methodology, Life Cycle Analysis (LCA) (iv) Study of various product & service standards on select bamboo products for offtake in public and private procurement (v) Undertake dissemination of learnings through participation in various national and international fora

Micro Enterprises (MEs) development is one of the key thrust area in WP1 and is also the important driver of the whole initiative. ME development model is designed around the **Micro Enterprise Promotion Programme (MEPP)** of SIDBI however with suitable modifications to suit the Project need.

**Introduction to the MEPP Scheme:** The scheme aims at promoting viable enterprises<sup>1</sup> leading to employment generation in rural/semi-urban areas, peripheral urban areas/industrial clusters, artisans-based clusters by facilitating availability of business services through select **Facilitating Agencies (FAs)**. The scheme creates mechanism to provide help in identifying, motivating and guiding entrepreneurs in setting up industrial ventures. It also aims at better commercial usage of local resources.

<sup>1</sup>'Enterprise' is defined in terms of entrepreneurial venture of the 'entrepreneur' who invests into the business and gets the production/service delivery done by himself/ herself by putting own labour or through hired labour and takes all the risks involved in the business. Entrepreneur can run a micro enterprise (whether it is household enterprise, which is also known as own account enterprise-OAE or non-household production unit), Small, Medium or Large enterprise. Enterprise can be a Sole proprietorship, Partnership, Corporation, Limited Liability Company (LLC), Professional Company/Professional Limited Liability Company (PC/PLLC) or any other applicable form in the Indian and/or respective state context. A Producer Network (PN) viz- Producer Company, Cooperative, Self Help Group, Joint Liability Group, Consortium, etc. for common production can also be considered as group-based enterprise.

## 4.2 Project Location

The Project will be implemented in **9 states (Viz: Assam, Arunachal Pradesh, Meghalaya, Mizoram, Tripura, Odisha, Chhattisgarh, Jharkhand & Madhya Pradesh)** wherein geographically contiguous clusters of enterprises can be identified which can be found in one district or multiple districts. The present RfP is for selection of FAs only in **4 states of Arunachal Pradesh, Meghalaya, Mizoram and Tripura.**

The project aims at replacement of less sustainable resources (viz timber, cement, plastic, steel, etc.) and for creation of green jobs by effectively harnessing bamboo by upgrading existing products and introducing new products duly linked with markets. Therefore, the choice of District & Cluster is guided by the existing and potential new green products that can be manufactured in the cluster.

For this, a quick feasibility assessment was done and it was surfaced that in some states, there are diverse nature of enterprises producing different products in different geographies. For example, some areas (clusters or districts) are good in housing & construction materials and some specialise in lifestyle and traditional crafts, etc., therefore, instead of focusing in one district, a **hub & spoke model** will be considered by best possible options to optimise the impact of the project. Moreover, this model will help target the entire value chain and enabling support ecosystem where in the capital city of every state there will be substantive work to be done for institutional linkages, state govt. support, raw material & machinery suppliers. Availability of buyers and risk reduction in supply of final or intermediate products will happen due to wider choice across the state.

Based on the above consideration, a tentative list for potential areas for intervention is as follows.

*Table 1: List of Selected locations*

#	State	Hub	Potential Spokes*	Status of tendering
1	Assam	Guwahati-Kamrup	Nalbari Barpeta Areas in Upper Assam	Tendering closed. Eligible agencies have already been identified in Round-1 of tendering.
2	Arunachal Pradesh	Itanagar	Papum Pare	Current RfP. Tendering is open.
3	Meghalaya	Shillong	East Khasi hills West Jaintia Hills	Current RfP. Tendering is open.
4	Mizoram	Aizawl	Kolasib	Current RfP. Tendering is open.
5	Tripura	West Tripura	North Tripura	Current RfP. Tendering is open.
6	Odisha	Sambalpur	Sonepur Balangir Bargarh	Tendering closed. Eligible agencies have already been

				identified in Round-1 of tendering.
7	Chhattisgarh	Gariabandh	Bilaspur Mahasamund Rajnandgaon	Tendering closed. Eligible agencies have already been identified in Round-1 of tendering.
8	Jharkhand	Dumka	Deoghar East Singhbhum	Tendering closed. Eligible agencies have already been identified in Round-1 of tendering.
9	Madhya Pradesh	Betul	Chhindwara	Tendering closed. Eligible agencies have already been identified in Round-1 of tendering.

(\* The list of potential spokes is not exhaustive. It will be updated by FAs after getting more clarity of the sectoral dynamics in the respective areas through Diagnostic Study)

(The location hubs mentioned above are indicative. Hubs may be finalized by the FAs with prior approval from SIDBI / FMC).

### 4.3 Role of FA(s) in the Project

In this project, the selected FAs will implement the MEPP scheme for creating bamboo enterprises in the respective states and make them sustainable. FAs will select the **beneficiaries for MEPP** from the potential locations in the 4 states (known as clusters) who produce diverse range of **intermediate and final bamboo products with limited value**.

The existing artisans in these locations often use **untreated bamboo**, lack awareness about **product standards & contemporary markets**, use **age-old designs**, lack **technical skills** and have limited access to **institutional credit**. **Techno-managerial & financial inputs** when made available to them through **customisation, coordination and convergence** as an integrated package, hold the key to generation of **enterprising opportunities, generation of green jobs and promotion of bamboo as a sustainable alternate resource**. However, at present local level eco-systems and their governance have **limitations** to address all the challenges. Strategic quality business development service providers (BDSPs), equipment suppliers and high-end buyers are not often locally available and connected.

**MEPP** scheme will help provide enterprising opportunities for these marginalised artisans through technical and non-technical support and guidance and through linkages with Financial Institutions (FIs) for getting credit to start their businesses. MEs will also be provided with **exposure to new market opportunities** for **upgraded** and **new range** of bamboo products to ensure higher local value addition and **higher replacement** of less sustainable materials. Besides, the project will also ensure provision of a range of commercial services through **capacitated business development service providers (BDSPs)**. Existing self-help groups will be strengthened and new self-help groups (SHGs) and/or Producer Organisations created to undertake specific group based actions such as providing **joint liability for financial**

**linkages** to institutional providers, **undertaking common production of new or upgraded products** by investing into select common equipment beyond the investment capacity of individual MEs, **common buying** of treated bamboo materials & other service/ material inputs or **collectively marketing** their products or a combination of these business functions.

MEPP along with a range of other ongoing public support schemes will be coordinated locally by the FAs to ensure provision of techno managerial inputs and financial linkages for MEs to help them undertake investments required. The project envisages that in the states in Tripura, will be 250; and that in Arunachal Pradesh, Meghalaya, Mizoram at least 150 new or existing enterprises that will undertake additional investments of an average of ` 3.55 lakhs each (with loan component of atleast ` 2.85 lakhs each). Such enterprises can be created/promoted in the areas of, building materials; handicrafts; lifestyle products including furniture; commercial bamboo plantation and also related service areas. This will result into annual **net revenue increase of ` 4.10 lakhs each** for their wages and profits. Every enterprise will create an additional direct **employment of average of 4 persons** each including the owners. FAs are also expected to leverage other ongoing public support schemes (credit linked and/ or non-credit linked) that the MEs can be linked with. Through the project, it is envisaged that atleast 2250 MSMEs (atleast 40% by women) and generate employment for 10,000 persons (atleast 50% being women), provide loans worth Rs 65-70 crores, generate business worth Rs 200 crores to existing/new markets, impacting 10,000 livelihoods through new income to the tune of atleast 100 crores, improved occupational health & safety (OHS) and social security.

The workers in the targeted enterprises, often from the family, among MEs **do not have access to social security** and are prone to basic risks of **occupational health & safety (OHS)**. This risk will be mitigated through targeted training initiatives as a part of all skill development programmes by focusing on **preventive and curative occupational health care**. Support will be drawn from the local primary health care facilities and trained external experts through **demonstrative programmes** and **training of trainer (ToT) initiatives** for select artisans and primary health care centre staff. Besides, the Action will ensure linkages with ongoing **affordable public insurance schemes** for accident, death and health, thus preventing primary processor entrepreneurs and workers from **falling into potential debt traps** in the case of eventualities. The beneficiaries **workers and artisans in every state** will be covered under one or more of OHS and social security initiatives.

The FA (s) shall endeavour to promote maximum enterprises under MEPP by facilitating credit linkage with nationalised banks/Rural banks and also with SIDBI. The units/enterprises targeted to be promoted should have relatively larger investment and be sustainable in the long run. Service sector enterprises would also be eligible for coverage under the scheme. To facilitate this local action requires a small **team (with atleast 2 staff members) to be set up by the FA (s) appointed and stationed** in the field for Action duration to continuously engage with stakeholders to build capacities, promote collaborations for a strong governance system and also become a part of it. The capacity building and provision of ongoing hand-holding technical support of the FA teams will be managed by FMC through a locally stationed Technical Advisor (TA) in every State along with senior team from the head office. The overall performance of FA will be closely monitored by SIDBI& FMC.

#### 4.4 Duration

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The total duration of assignment is 3 years from the date of signing of the contract.

## 4.5 Scope of work

The FA shall provide various professional services necessary for efficient operations of the enterprises. The target group of the programme shall be potential as well as existing entrepreneurs in the MEPP district. The FA is also required to perform the role of a meso level BDS provider to provide various strategic services under one umbrella. The role of the FA besides facilitating bank finance and promoting schematic lending, also include the following:

- Identification and motivation of potential entrepreneurs in the select bamboo cluster areas.
- Identifying potential investment opportunities for these entrepreneurs.
- Facilitating various kind of strategic BDS to enterprises e.g., marketing, technology, ICT etc., for prospective as well as existing enterprises
- Assistance in securing finance from banks / FIs / NBFC-MFI / SFBs, other lending institutions including other government institutions / departments engaged in financing of such activities.
- Leverage various promotional schemes of Government of India.
- Shall endeavour to promote maximum enterprises under MEPP by facilitating credit linkage with Nationalised banks/Regional Rural banks (RRB) / Small Finance Banks (SFB)/ FIs / NBFC-MFI / SFBs, etc.
- The units/enterprises targeted to be promoted under MEPP should have relatively larger investment and be sustainable in the long run
- Help the units in ensuring the necessary production tie-up and guidance for marketing the products.
- Provide necessary support to other project partners for execution of activities as and when required. A brief description of the same is captured as follows.

The role of FAs is to facilitate coordination of local Action and provision of various services, in particular financial linkages to MEs & FIs will themselves become sustainable BDSPs beyond the Action in the project location. The teams deployed by the selected FAs will be placed in the clusters for the entire duration of the Action. FMC will provide training and handholding support to the selected FAs to familiarise them about the Action and help undertake diagnostic study of every cluster district in the identified states. This diagnostic study (DS) and detailed base line will be undertaken by the FAs to assess the current status of the cluster in detail, map the value chains of key cluster products, identify the relevant stakeholders and draw up a detailed cluster action plan through a participatory method with local stakeholders, duly validated by them. The DS and baseline will also identify lists of potential entrepreneurs.

FAs will also support setting up physical incubators to demonstrate high potential products. An incubator is a physical facility for stimulating entrepreneurial idea generation with higher end bamboo products on display and provides information package about where technical assistance, equipment, venture capital and other financing can be sourced. Relevant business plans and information about potential market linkages will also be made available. It will also help potential entrepreneurs undertake design and prototype development. This facility may be housed and run by the FA (if they are found to be capable and interested) where equipment

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will be made available on user charges basis with reduced charges in the beginning but on cost recovery or commercially profitable basis thereafter by and beyond the Action. These incubators will help fuel the imagination of potential entrepreneurs and select the option most suitable for them. The FAs will also help identify and incubate start-ups in new areas, thus creating options so as to ensure long-term growth. FMC will guide the entire process of institutionalising the incubation centers and setting up of the start-ups. FMC will also provide intensive handholding support by its technical experts and mentors and provide linkages with institutions that can provide them with necessary technical designs and trouble-shooting support.

BDS inputs can best be harnessed economically and effectively through aggregation of the final beneficiaries to meet the requirements of high end markets in groups and/or commercial integrators. In the targeted clusters, there are already several self-help groups (SHGs) especially among women for micro finance linkages. Some of these SHGs in the bamboo application areas also double up as production networks (PNs) for joint production and marketing. The project intends to create and/or strengthen PNs with hand-holding support from locally based Technical Advisors (TAs) of FMC and the FAs. These PNs may also undertake common raw material buying, sharing of information, equipment, common brand/trademark to scale up their production of furniture, construction materials, handicrafts etc. At least one such PN in every cluster will be supported to help it become a formally registered bigger membership based organisation and called Off Farm Producers Organisation (OFPO) to invest into setting up or strengthening of CFCs owned & managed by them on self-sustainable basis. These investments will be made with significant support from multiple public schemes of assistance available. The Action will support this through sharing examples of best practices, identification of common needs, assisting them in drawing up their plans of action, linking up with BDSPs as also equipment suppliers, facilitating linkages with public schemes of assistance wherever required by drawing up their detailed project reports and finally developing operating systems for managing the facilities effectively.

#### **4.6 Documentation & Information data base at field level**

- FAs to keep adequate literature like project profiles, financing and promotional schemes of various agencies, subsidy schemes, CGTMSE, Stand-up India, MUDRA etc and also industry information in the MEPP office. FAs may be advised to equip the field offices with bamboo industry information as relevant to the environment in which they are operating. It is expected that FAs should be gradually able to build a databank for wider dissemination of information and better guidance of entrepreneurs.
- FAs to create baseline of potential beneficiaries in the identified locations, maintain database of beneficiaries with their contact details, SC/ST/Minority/Women, activity promoted, etc for onward sharing with SIDBI& FMC for showcasing the impact.

#### **4.7 Reporting**

The FA (s) will report to the SIDBI & FMC through formal periodical reports like monthly and quarterly progress reports, etc. and also through regular interactions and status updates.

## 4.8 Budget

The remuneration package for the FAs under the Action comprises of **Administrative fee** for coordination of various activities and **success based Performance fee** per enterprise for financial linkages and other **Programme based Support cost** for organising events/ activities.

### i. Administrative Fee (AF)

The administrative fee will be paid for the 3 years of Action.

The **budget for administrative fee** is ₹ 29.88 lakh, per FA per State excluding GST. Further, this does not include cost of space to be taken by the agency on rent. Sitting space, for two personnel, if required, shall be provided by the project.

This administrative fee covers office rent, salary of atleast 2 MEPP executives, local travel/ conveyance, telephone, electricity and other miscellaneous costs. This also includes onetime expenditure viz-computer, printer, internet connection, etc. This institutionalised service for coordination by the FAs is expected to become commercialised directly with the MEs and/or FIs thereafter and thus self-sustainable. The FAs will have become more capacitated due to their enhanced understanding and linkages with the markets. They will also have gained managerial experience in coordinating multi-stakeholder integrated initiatives using select public schemes of assistance and reorient & expand their portfolio of services.

Activities apart from Programme based Assistance as mentioned in Section 4.8 (iii) to be conducted at hub and spoke level to be included in this cost.

To ensure the achievements of the deliverables of the programme, the administrative fee for the 2nd and 3rd years shall be paid to the FA only upon successfully grounding and financial linkages of minimum targeted units in the preceding year as per the following table.

*Table 2: State-wise MEPP Targets*

Name of the Cluster / State	No. of units (Year 1)	No. of units (Year 2)	No. of units (Year 3)	Total
Arunachal Pradesh	30	75	45	150
Meghalaya	30	75	45	150
Mizoram	30	75	45	150
Tripura	50	125	75	250
<b>Total</b>	<b>140</b>	<b>350</b>	<b>210</b>	<b>700</b>

These differential targets mentioned above are based on the enterprise development potential in the respective states. These are the minimum targets for FAs, however the performance fee for enterprise development beyond these targets will be considered subject to the availability of funds in the project.



## ii. Performance Fee (PF)

PF is considered to be the main driver for successful off take of the programme and also to accord greater thrust on setting up of MEPP units with bank finance. Since promotion of enterprises through bank finance requires considerable effort and follow up on the part of the FA, the following PF structure would be applicable for MEPP:

Table 3: Performance Fees

(Amt in `)

Investment per unit	Self-Finance	Credit from Bank, FIs, MFIs, any other institution lending to the beneficiaries, etc
Upto 20,000	1000	2000
20,000 to 2,00,000	3000	4000
2,00,001 and above	4000	5000

Regarding self-finance units, PF would also be available to the FAs provided the investment is duly certified by FMC and / or by a third-party evaluator nominated by SIDBI.

Performance Fee shall be paid on achieving the following project objectives:

1. Create an average of 4 green jobs per enterprises.
2. Atleast 40% of the MEPP beneficiaries should be women
3. 50% of the total employment generated should be women
4. Net Revenue Increase of Rs.4.10 lakh

Performance Fee is exclusive of GST but is subject to other applicable taxes such as TDS etc.

An illustration is given below:

### Performance Fee structure (Illustration with an example)

**Assumptions :** Investment of ` 4 lakh in a unit. Finance under MUDRA from ABC Bank.

**Eligible performance fee ` 5,000/-**

Performance Fee (A)	5000				
50% on grounding & credit Linkage (50% of A)	2500				
Balance 50% on achieving the project outcomes	In Rs. (1)	Benchmark	Achievement ( example)	(%) (2)	Minimum of ((1) , (1) X (2))
a. To be linked with 4 green jobs	625	4	2	50	312.5
b. Atleast 40% of the MEPP beneficiaries should be women enterprises	625	Complied 1 Not Complied 0	1	100	625

c. 50% of the total employment generated should be women	625	2	1	50	312.5
d. Net Revenue Increase of Rs. 4.10 lakh	625	4.1	3	73.171	457.3171
<b>Subtotal (B)</b>	<b>2500</b>				<b>1707.317</b>
<b>Total Amount to be paid (A + B) (exclusive of GST)</b>					<b>4207.317</b>

**Note :**

1. GST shall be paid by SIDBI under reverse charge.
2. If the FA achieves all the project objectives in full at FA level, full applicable performance fee shall be payable.

**iii. Programme Based Support**

Over and above the start-up support, specific support for organising awareness programmes, EDPs / SDPs, technical training & demonstration programmes, bankers meet etc., could also to be supported, on merits. These activities and budget will be decided jointly by SIDBI and FMC.

## 4.9 Lodging of Performance Incentive Claims

To improve the monitoring aspect of the MEPP, FA shall be required to submit the details of all the beneficiaries who have been counselled, trained under MEPP on a monthly basis. It is implied that the PF claim has to be for the person for whom the FA has reported in its monthly report.

The PF claims needs to be lodged by the FA after each quarter. In no circumstances, the claim shall be entertained after the lapse of 3 months from the date of last quarter of the final (third) year. A thorough verification of the enterprise may be done by SIDBI, FMC and also through a third-party evaluator before disbursement of the PF.

## 4.10 Capacity Building of FAs

The quality of field level staff and their commitment to the programme would be the key factor to achieve desired results. To ensure the same, the FA shall ensure the following: -

- Posting of atleast 2 experienced staff who should be well qualified and having experience in the area of livelihood promotion/enterprise development.
- The capacity of the field staff should be built on a continuous basis. In addition, SIDBI & FMC will also organise training and capacity building for the FA staff.
- At least one out of 2 staffs should be having communication skills ( read, write and speak) in the regional language.

## 4.11 Expected Outcomes

- Setting up of the Bamboo enterprises (as per the minimum targets mentioned in Table-2 under section 4.8 of the RfP), prepare business plan and loan application, and create financial linkages with the Financial Institutions for additional investments of an average of Rs.3.55 lakhs each (with loan component of atleast Rs 2.85 lakhs each) during the 3 years tenure of MEPP. Atleast 40% of the MEPP beneficiaries should be women
- Ensure annual average net revenue increase of Rs. 4.10 lakhs each for their wages and profits
- Create an average of 4 green jobs per enterprise through these enterprise development. Atleast 50% of the total employment generated should be women
- Support setting up of the physical incubation centre and provide start-up support under the guidance of FMC
- Organise events/ workshops as per project requirement

## 4.12 Selection of FA

Reputed entrepreneurial institutions, Rural Development agencies, Institute of Entrepreneurship Development (IEDs) etc.), Technical Consultancy Organisations (TCOs), Non Government Organisations (NGOs), Voluntary Organisations (VOs), CSR Organisations of large private / public sector companies, BDS providers, Section 8 (also 25) Companies, Pvt. Ltd Companies, MFIs, industry associations, etc., which are in the not-for-profit space or for-profit space (which have a developmental mandate) for which suitable evidences / credentials to be enclosed, could be considered for implementing the MEPPs based on their presence/activities in the region and following broad parameters:

- Experience and expertise of organisation/Team in managing similar projects (Business Development Services facilitation, MEPP, other Government projects, etc.)
- Familiarity of the Organisation / Team members with the area/ local languages
- Financial standing of the organisation, during last 3 FY (2015-16, 2016-17, 2017-18)
- Experience of FA in promoting livelihood project, especially MEPP/ similar projects.
- **The FA should be capable & agreeable for mandatorily registering itself as hand holding agency on Udyami Mitra Portal & also registering all the training / loan beneficiaries on the portal.**
- Adherence of KYC norms to be ensured by the BOs at the time of selection of FAs.
- The FA shall submit an undertaking that they will not further subcontract the assigned tasks in this project.

**One FA can be hired for multiple states if it meets the eligibility criteria and gets the highest score in those states. However, separate applications need to be submitted for different states.**

### 4.13 Eligibility criteria of the agency

The agency/consortium jointly would be expected to be highly experienced, qualified and skilled in the field and should have:

S. No	Criteria	Minimum Requirement
1.	Constitution	The FA should be a not for profit or for-profit organization (which has a developmental mandate for which suitable evidences / credentials to be enclosed) registered as NGO / Vo, trust, society, Section 8/25 company or any other form which is registered as a not for profit/ for profit organization.
2.	Background and work experience of the Agency	The agency should have minimum 2 years of experience in the livelihood and/or enterprise development sector (Prior experience of MEPP implementation will add value)
3.	Presence in the State	Should have at least one office in the state, or at least should have worked in the state in the past, or the agency should have presence in any of the North Eastern states.
4	Turnover of the agency	<p>1. Not for Profit Agencies : Must have an <b>average</b> turn over of INR <b>30</b> lakhs for last 2 years (2017-18, 2016-17)</p> <p>2. For-profit Agencies : Must have an <b>average</b> turnover of <b>Rs 30 lakh</b> for last two years (2017-18, 2016-17) based on their revenue only from developmental activities.</p> <p>3. The Turnover criteria shall be seen for the lead partner.</p> <p><b>Important : The FA shall submit an undertaking that they will not further subcontract their responsibilities in this project</b></p>
5	Blacklisting	The FA should not have been blacklisted by any recognised / govt. Institution / organisation such as Rashtriya Mahila Kosh, etc.

#### 4.14 Timeframe

S.N	Activity	Timeline
1	Issue of Invitation To Tender (ITT)/Request for Proposal:	December 06, 2018
2	Last Date for Submission of Bids	December 28, 2018 1500 hrs
3	Opening of Technical bids	December 28, 2018 1600 hrs
4	Commercial bid opening	To be intimated at a later date
5	Selection of preferred bidder	
6	Awarding & signing of Contract	
7	Launch of activities in state	

Please also see the timelines given under 'critical information' in the beginning of RfP.

The agency must mobilize personnel and office infrastructure within one week of signing the contract. The duration of the contract is for 36 months.

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## 5. Terms and Conditions

### 5.1 General

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its **Annexures**. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
2. SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers. SIDBI reserves the right to make any changes in the terms and conditions. SIDBI will not be obliged to meet and have discussions with any Bidder. However, SIDBI, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender.
3. The maximum financial value of Administrative Fee of contract for FA per state shall be **exclusive of applicable GST / taxes**. FAs need to estimate their budget accordingly and should apply as per the format mentioned in **Annexure IV**.
4. Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while preparing technical and commercial proposal for the project. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected Bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
5. Unless agreed to specifically by the Bank in writing for any changes to the RfP issued, the Bidders' responses would not be incorporated automatically in the RfP document.
6. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
7. SIDBI reserves the right to change the required specifications and ask for the revised bids or cancel the process without assigning any reasons.
8. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.

9. The Bidder is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI in terms of this RfP and subsequent purchased order/ contract. The Bidder is responsible for managing the activities of its personnel deployed at SIDBI in connection with the services being rendered under this RfP and subsequent contract, and will be responsible for any misdemeanors.
10. The Bidder shall have the sole responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the Project
11. The Bidder's selection under this RfP document is on the understanding that this RfP contains only the broad provisions for the entire assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/ incidental to the successful completion of the entire assignment.
12. The Bidder shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/ franchisees and will be accountable for both. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this RfP.
13. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the purchase order to be issued for this RfP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Bidder shall be paid by Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's employee, agents, contractors, and subcontractors, etc. The Bidder shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.

## 5.2 Commercial Bid

1. **Currency** - The Bidder is required to quote the bid in Indian Rupees ('INR/ ₹') and the applicable of taxes. Bids in currencies other than INR may not be considered.
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.

3. It would be bidder's responsibility to identify and factor cost of each and every commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder has to provide the services at its own cost. However, if anything is missed out by SIDBI in the RfP document, SIDBI would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Bidder for similar such item.
4. The Commercial Bid should be submitted in the format prescribed in the RfP. Consideration of commercial bids, not submitted as per requisite format (**Annexure IV**), will be at the discretion of the bank.

### 5.3 Service Delivery

1. To meet SIDBI's requirements, as spelt out in the RfP, the Bidder must have the requisite experience in providing services as required under the project and the financial wherewithal that would be required to successfully provide the services sought by SIDBI, for the entire period of the contract.
2. Selected bidder would be issued 'Letter of intent (LOI)' on final selection and completion of internal approval formalities of the bank. Immediately after the receipt, the selected bidder must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI within the stipulated period.
3. Time would be the essence of this RfP and subsequent LOI placed with the Successful Bidder. Therefore, the Bidder must strictly adhere to the delivery schedules failure to which will be considered as breach of the terms and conditions.
4. The Bidder undertakes to provide appropriate human as well as other resources required, to execute various tasks assigned as part of the project, from time to time.

### 5.4 Rules for Responding to the RfP

1. All responses should be in English language. All responses by the Bidders to this RFP document shall be binding on such Bidders till the bid validity.
2. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder. Bidders are required to attach a '**Letter of Competence**' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in **Annexure VII**.
3. Any part of the response either technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the bank.



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4. SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of SIDBI, the information furnished is incomplete or the Bidder does not qualify for the contract.
  5. The Commercial and Technical bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be liable to be rejected.
  6. The bidders should obtain necessary permissions and approval from the customers whose references have been given in their response, for undertaking site visits and or their obtaining feedback by the Bank.
  7. The Bidder must submit the response exactly in the formats mentioned in this RfP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. SIDBI would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant additional information.
  8. In case the Bidders quote for more than one proposal for one state then the response would be considered as improper and liable to be rejected. The Bidders should not give options to the Bank to select from the multiple offers. The Bidder is expected to select the best option which is cost-effective and meeting the entire Tender specifications after taking into consideration the effort estimates for implementation of the same. It is the responsibility of the bidder to decide the best suitable proposal.
  9. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RfP. If any services, functions or responsibilities not specifically described in this RfP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RfP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RfP and shall be provided by the bidder at no additional cost to the Bank.
  10. The bidder shall represent that implementation of the programme and its constituents including documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder further represents that the documentation to be provided to the Bank shall be prepared and maintained in accordance with the highest industry standards. The bidder represents and agrees to obtain and maintain validity throughout the project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any

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time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.

11. The Bank will not be responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to this RfP and the expected service levels as mentioned herein. In the event of any deviations, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements as stipulated in this RfP.
12. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by SIDBI.
13. SIDBI would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.
14. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description complying with the requirement must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
15. Responses received become the property of SIDBI and can't be returned. Information provided by each Bidder will be held in confidence and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
16. The Bidders shall adhere to the terms of this RfP document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RfP. The Bank reserves its right to not to accept such deviations to the Tender terms, in its sole and absolute discretion.

## **5.5 Bid Security and Performance Guarantee**

### **5.5.1 Performance Bank Guarantee (PBG)**

No separate PBG is required to be submitted in this project as the payment to the FAs shall be made only for the administrative fees. With regard to the payment of performance fees to FAs. The same shall be paid to the FAs only on achievement of desired targets as per section 4.8 of the RfP.

## **5.6 Payment Terms**

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

S No	Stage	Payment terms
<b>Year-One (40% of total admin fee)</b>		
1.	30% on acceptance of terms and conditions contained in the letter of offer and submission of Action Plan for three years	30%
2.	40% after 6 months from the date of acceptance of letter of offer and presentation at SIDBI on the progress of the programme	40%
3.	30% after 12 months from the date of acceptance of letter of offer and subject to a detailed review of the progress of the programme to the satisfaction of SIDBI and submission of audited statement of expenses.	30%
<b>Year-Two (30% of total admin fee)</b>		
4.	50% after 18 months from the date of acceptance of letter of offer and presentation at SIDBI on the progress of the programme, to the satisfaction of SIDBI, after achievement of MEPP targets mentioned in Table 2 of RfP in section 4.8(i) " Budget" for Year 1.	50%
5.	50% after 24 months from the date of acceptance of letter of offer and subject to a detailed review of the progress of the programme to the satisfaction of SIDBI and submission of audited statement of expenses, after achievement of 50% of MEPP targets mentioned in Table 2 of RfP in section 4.8(i) " Budget" for Year 2.	50%
<b>Year-Three (30% of total admin fee)</b>		
6.	50% after 30 months from the date of acceptance of letter of offer and presentation at SIDBI on the progress of the programme. After achievement of MEPP targets mentioned in Table 2 of RfP in section 4.8(i) " Budget" for Year 2.	50%
7.	30% after 36 months from the date of acceptance of letter of offer and subject to detailed review of the progress of the programme, submission of audited statement of expenses and performance of the agency, subject to a detailed review of the progress to the satisfaction of SIDBI & FMC, after achievement of 50% of MEPP targets mentioned in Table 2 of RfP in section 4.8(i) " Budget" for Year 3.	30%
8.	Balance 20% after achievement of MEPP targets mentioned in Table 2 of RfP in section 4.8(i) " Budget" for Year 3. Submission of Detailed Report, Success stories, etc.	20%

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

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## 5.7 Rules for Evaluation of Responses

1. To assist in the scrutiny, evaluation and comparison of responses/offers, SIDBI may, at its discretion, ask some or all Bidders for clarifications on their offers. The request for such clarifications and the response will necessarily be in writing. SIDBI has the right to disqualify the Bidder whose clarification is not received by SIDBI within the stipulated time or is found not suitable to the proposed project.
2. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
3. SIDBI may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of SIDBI contains any false or misleading claims or statements. SIDBI shall not be liable to any person for excluding or rejecting any such proposal.
4. SIDBI reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document. SIDBI would not give any clarification/explanation to the concerned bidder in case of such rejection.
5. SIDBI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
6. SIDBI will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, SIDBI shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

## 5.8 Corrupt and fraudulent practice

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 to note the following:
  - i) "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.
  - ii) "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.

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- iii) 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.

## 5.9 Waiver

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

## 5.10 Violation of terms

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

## 5.11 Confidentiality

1. This RfP contains information proprietary to SIDBI. Each Respondent is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of SIDBI. The Bidders shall submit a non-disclosure agreement as per **Annexure - XI** on non-judicial stamp paper of appropriate value at the time of submission of bids.
2. In case the selected bidder acts is extending similar servicesto multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

## 5.12 IPR Infringement

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

### 5.13 Limitation of liability

Save and except the liability under Section of 'IPR Infringement' provision in clause 5.12 and/or indemnity provision in **Clause 5.21** herein below, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the bidder, arising at any time under this Agreement shall not exceed total contract value.

### 5.14 Audit

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

### 5.15 Grievances Redressal Mechanism

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

### 5.16 Compliance with Statutory and Regulatory Provisions

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

### 5.17 Taxes and Duties

1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc.
2. The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with. **The selected bidder may have to execute an indemnity bond in favour of the Bank in this regard.**
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.

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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 Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

## 5.18 Right of Publicity

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

## 5.19 Resolution of Dispute

1. SIDBI and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, SIDBI and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.
2. The dispute resolution mechanism to be applied shall be as follows:
  - i) In case of Dispute or difference arising between SIDBI and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.
  - ii) Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
  - iii) The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.
3. The Agreement shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Delhi.
4. No conflict between the BIDDER and SIDBI shall cause cessation of services. Only by mutual consent the services will be withdrawn.

## 5.20 Force Majeure

1. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to this RfP is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, successful bidder shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, successful bidder shall continue to

perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

## 5.21 Indemnity

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:
  - i) Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
  - ii) An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
  - iii) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
  - iv) Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
  - v) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - vi) Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  - vii) Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
2. 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



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- i) Breach, misconduct, omissions or
    - ii) 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
  3. 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:
    - i) Notifies the Bidder in writing; and
    - ii) Cooperate with the bidder in the defense and settlement of the claims.

## 5.22 Pre-Contract Integrity Pact (IP)

1. IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
2. The bidder has to submit signed Pre-Contract Integrity Pact (IP) as per the format at **Annexure-IX** on the letter head of the Company. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Letter of Intent for awarding of contract.

## 5.23 Conflict of Interest

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

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## 6. Form of Proposal

### 6.1 Technical Bid

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

### 6.2 Commercial Bid

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

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## 7. Evaluation Methodology

### 7.1 Evaluation process

1. The Bank has adopted a Two (2) bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - i) Technical Bid
  - ii) Commercial Bids
2. The Bank shall evaluate '**Technical Bids**'. Based on the outcome of Technical evaluation, '**Commercial bids**' shall be opened for the technically qualified proposals only. The final selection will be done based on **the commercial evaluation** of technically short listed bidders.
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.
4. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.
5. **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.

### 7.2 Evaluation of Technical Bids

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.
2. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
3. 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.
4. The technical bid will be analyzed and evaluated w.r.t. to the implementation plan and methodology complying with the specifications, features and functionalities as prescribed in the Technical Bid.
5. Technical evaluation shall be carried out on the following parameters & sub-parameters:

S.N.	Parameters	Sub-parameters for score distribution	Maximum Score
<b>A.</b>	<b>Experience of the Agency in implementing livelihood and/or enterprise development projects</b>		<b>40</b>
A. 1	No. of years of experience the agency has in implementing livelihood and/or enterprise development projects		<b>15</b>
		10 yrs or more	15
		5yrs or more but < 10 yrs	12
		2 yrs or more but < 5 yrs	8
A.2	No. of years of experience specifically in micro enterprise promotion in bamboo sector		<b>5</b>
		5 yrs or more	5
		2 yrs or more but < 5 yrs	3
A. 3	No. of units grounded (including self- financed) in past 5 years		<b>10</b>
		200 or more	10
		100 to 199	8
		50 to 99	6
		25 to 49	4
		Less than 25	0
A. 4	Out of A.3, number of applicants got bank loan sanctioned		<b>10</b>
		100 & more	10
		50 to 99	7
		25 to 49	4
		Less than 25	0
<b>B</b>	<b>Team composition</b>		<b>40</b>
B.1	How many development professional &/or trainers (Post graduate/ certified by any reputed national/international organisation) for enterprise development/ livelihood promotion does the agency have? (informative only, no scoring on this)		<b>10</b>
		10 or more	10
		5 to 9	7
		3 to 4	4
B.2	Size of core team (2 MEPP staff on full time basis and other backstopping staff/ advisors) to be deployed in the project state		<b>10</b>
		5 or more	10
		2 to 4	8
B.3	Size of on-ground local team to be deployed in the project state		<b>10</b>
		5 or more	10
		3 to 4	8
		2	6
B.4	Relevant work experience of the core team (proposed MEPP Field staff)		<b>10</b>

		Atleast 2 field staff have >5 yrs of relevant experience in livelihood promotion/ enterprise development	10
		Atleast 2 field staff have >2 yrs but < 5 yrs of relevant experience in livelihood promotion/ enterprise development	6
<b>C</b>	<b>Presence in the State</b>		<b>30</b>
C.1	Whether the agency has an office in project state	Yes	<b>10</b>
	If the agency presently does not have an office in project state, whether it had an office in the project state in the past	Yes	<b>7</b>
	If the agency does not have an office in project state at present, nor it had an office in the project state in the past, but has an office in any of the other North Eastern states	Yes	<b>5</b>
	None of the above		0
C.2	What is the team size of the agency already working in project state / NER		<b>10</b>
		10 or more	10
		More than 5 but < 10	8
		Less than 5 but >2	6
C.3	How many of the present team members are local to the state / NER		<b>10</b>
		10 or more	10
		More than 5 but < 10	8
		Less than 5 but >2	6
<b>D.</b>	<b>Prior Experience in working on programmes funded by Govt / International Donor Agencies</b>		<b>10</b>
		10years or more	10
		>5 but less than 10	6
		<5 years but > 2 yrs	4
<b>E.</b>	<b>Any appreciation letters received (relevant to the project)</b>		<b>10</b>
<b>F.</b>	<b>Technical Presentation by the agency</b>		<b>20</b>
		Understanding of the Assignment	4
		Proposed methodology	4
		Evidences presented for past performance of enterprise creation	4
		Demonstration of ability to create bank linkages	4

	Any other impressive feature not covered above	4
<b>Total</b>		<b>150</b>

- The technical bid will be analyzed and evaluated, based on which the **Relative Technical Score (RS<sub>Tech</sub>)** shall be assigned to each bid on the basis of parameters mentioned above.
- Relative Technical Score (RS<sub>Tech</sub>)** for each vendor will be calculated as follows based on above parameters:

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

where, RS<sub>Tech</sub> = Relative score obtained by the bidder

T = Technical score obtained by bidder

T<sub>high</sub> = Highest Technical score secured among the bidders.

- Technical Bids receiving **RS<sub>Tech</sub>** greater than or equal to a score of **50 (cut-off marks)** would be shortlisted for commercial evaluation.
- In the event there are less than three bidders securing RS<sub>Tech</sub> of 50 or more, SIDBI reserves the right to shortlist top three bidders for commercial evaluation.**

### 7.3 Evaluation of Commercial Bids

- In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be considered for commercial evaluation.
- The date for opening of commercial bids will be separately advised.
- Relative Technical Score (RS<sub>Tech</sub>)** of the technically qualified bidders would be announced in the presence of the bidders representatives and the commercial bids of those bidders would be opened for commercial evaluation.
- Relative Commercial Score (RS<sub>Com</sub>)** for each vendor will be calculated as follows:

$$RS_{Com} = C_{Low} / C * 100, \text{ where}$$

RS<sub>Com</sub> = Relative score for Commercial Bid of the vendor

C = Commercial bid value of the current bid

C<sub>Low</sub> = Lowest commercial bid value out of all the commercial bids.

### 7.4 Final Selection of the Eligible Bidder

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

$$RS = RS_{Tech} * 0.7 + RS_{Com} * 0.3$$

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

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## Annexure –I Bid Covering Letter

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

Date:

The Dy. General Manager  
 Small Industries Development Bank of India,  
 3<sup>rd</sup> Floor, Shreeji Tower,  
 G.S. Road, Christian Basti  
**Guwahati – 781005**

Dear Sir,

### Engaging Facilitating Agencies for EU Switch Asia Project

(RfP No: 02/2018-19/SIDBI/P&D/Guwahati)

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

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

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

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

Thanking you,

Yours sincerely,

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

## Annexure –II.General Information about Bidder

(RfP No: 02/2018-19/SIDBI/P&D/Guwahati)

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Status of the Bidder (Sec 8 Company / VO/ Trust / Society / NGO)			
4	Details of Incorporation of the Bidder	Date:		
		Ref.#		
5	Details of Commencement of Business	Date:		
		Ref.#		
6	Sales tax / GST registration no.			
7	Registration No ( if applicable) and Act under which registered			
8	Employee Provident Fund (EPF) Registration no. ( if applicable)			
9	Employee State Insurance (ESI) no. ( if applicable)			
10	Permanent Account Number (PAN)			
11	Bank Mandate Form Status < <b>tick appropriate</b> >:			
12	<input type="checkbox"/> Already Submitted with SIDBI <input type="checkbox"/> Being submitted herewith as per format			
	Bank Account Details as in Bank Mandate Form (Given in <b>Annexure XII</b> )			
	<b>S.N.</b>	<b>Bank Name and Branch</b>	<b>Account Type / No.</b>	<b>IFSC Code</b>
13	Name of the contact person (to whom all references shall be made regarding this tender and in whose name the power of attorney has been issued).			
	Designation			
	Telephone No. (with STD Code)& mobile number			
	Fax No. (with STD Code)			
	E-Mail of the contact person			
14	Organization website (if any)			
15	Financial Details (as per audited Balance Sheets) (in Rupees lakh)			
16	Year	<b>2017-18</b>	<b>2016-17</b>	<b>2015-16</b>
17	Net Worth			
18	Turn Over			
19	Surplus / Deficit			
20	Compliance to eligibility criteria			
<b>Sl. No</b>	<b>Criteria</b>	<b>Minimum Requirement</b>		<b>Compliance</b>
1.	Constitution	The FA should be a not-for-profit or for-profit organization registered as NGO / Vo, trust, society, Section 8/25 company or any other form which is registered as a not-for-profit or for-profit organization.		Please attach relevant documents.
2.	Background and work experience of the Agency	The agency should have minimum 2 years of experience in the livelihood and/or enterprise development sector (Prior experience of MEPP implementation will add value)		Please attach relevant documents.



Sl. No	Criteria	Minimum Requirement	Compliance
3.	Presence in the State	Should have/had at least one office in the state / has a presence in NER	Please submit a declaration in this regard on your letter head.
4	Turnover of the agency	Must have an average turnover of INR 30 lakhs for last 2 years (2017-18, 2016-17)	Please submit relevant documents.
5	Blacklisting	The FA should not have been blacklisted by any recognised / govt. Institution / organisation such as Rashtriya Mahila Kosh, etc.	Please submit a declaration in this regard on your letter head.

Date

Place

Signature of Authorised Signatory ...

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

## **Annexure –III. Technical Bid**

(RfP No: 02/2018-19/SIDBI/P&D/Guwahati)

### **Form of Proposal**

1. Your tender should be set out in three main parts:
  - i. Part A - Executive Summary
  - ii. Part B - General and Technical
  - iii. Part C – Commercial
2. Part A & B need to be bound together but part C must be bound separately to enable technical and commercial tenders to be evaluated independently. Please do not include any price information in Part A or B.
3. Part A & B should not be of more than 30 pages (font Arial size 12) excluding CVs and Annexure. No publicity material is required. Include all four copies of your Technical Tender (part A and B) in one envelope. Include one CD containing your Technical Tender (***The CD should not contain any Commercial Information***).

### **Part A – Executive Summary**

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

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

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

1. Section 1 Any Qualification to Terms of Reference. (TPP1)
  - Provide here a brief description of the background and organogram of your organisation and – in case of a joint venture – of each member for this assignment.
  - Provide a brief description about of your Organization as relevant to this assignment. Further, a self-assessment note with justification how the agency is capable for this assignment

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

2. Section 2 Technical Response (including method of implementation and work plan showing activities, milestones, deliverables etc. against time) (TPP-2)
  - a) Technical Approach and Methodology.  
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
  - b) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, milestones (including interim approvals by SIDBI), and tentative delivery dates of the reports.
  - c) Scoring Criteria are given in para 7.2 of RfP

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

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

Please provide the summary in the following format and enclose detailed CVs as per format given in **Annexure XIII**.

Name	Proposed Position	Educational qualification	Experience	Employment Status *	Task Assigned	Remarks

\*Full Time/Part time

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

Details of Technical Competence & Rationale / Justification thereof

S.N.	Parameters	Sub-parameters for score distribution	Tick against the Appropriate response	Rationale / Justification / Comments
<b>A.</b>	<b>Experience of the Agency in implementing livelihood and/or enterprise development projects</b>			
A. 1	No. of years of experience the agency has in implementing livelihood and/or enterprise development projects			
		10 yrs or more		
		5ys or more but < 10 yrs		
		2 yrs or more but < 5 yrs		
A.2	No. of years of experience specifically in micro enterprise promotion in bamboo sector			
		5 yrs or more		
		2 yrs or more but < 5 yrs		
A. 3	No. of units grounded (including self- financed) in past 5 years			

		200 or more		
		100 to 199		
		50 to 99		
		25 to 49		
		Less than 25		
A. 4	Out of A.3, number of applicants got bank loan sanctioned			
		100 & more		
		50 to 99		
		25 to 49		
		Less than 25		
<b>B</b>	<b>Team composition</b>			
B.1	How many development professional &/or trainers (Post graduate/ certified by any reputed national/international organisation) for enterprise development/ livelihood promotion does the agency have? (informative only, no scoring on this)			
		10 or more		
		5 to 9		
		3 to 4		
B.2	Size of core team (2 MEPP staff on full time basis and other backstopping staff/ advisors) to be deployed in the project state			
		5 or more		
		2 to 4		
B.3	Size of on-ground local team to be deployed in the project state			
		5 or more		
		3 to 4		
		2		
B.4	Relevant work experience of the core team (proposed MEPP Field staff)			
		Atleast 2 field staff have >5 yrs of relevant experience in livelihood promotion/ enterprise development		
		Atleast 2 field staff have >2 yrs but < 5 yrs of relevant experience in livelihood promotion/ enterprise development		
<b>C</b>	<b>Presence in the State</b>			
C.1	Whether the agency has an office in project state	Yes		

	If the agency presently does not have an office in project state, whether it had an office in the project state in the past	Yes		
	If the agency does not have an office in project state at present, nor it had an office in the project state in the past, but has an office in any of the other North Eastern states	Yes		
	None of the above			
C.2	What is the team size of the agency already working in project state / NER			
		10 or more		
		More than 5 but < 10		
		Less than 5 but >2		
C.3	How many of the present team members are local to the state / NER			
		10 or more		
		More than 5 but < 10		
		Less than 5 but >2		
D.	<b>Prior Experience in working on programmes funded by Govt / International Donor Agencies</b>			
		10years or more		
		>5 but less than 10		
		<5 years but > 2 yrs		
E.	<b>Any appreciation letters received (relevant to the project)</b>			

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

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

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

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

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## **Annexure –IV. Commercial Bid**

(RfP No: 02/2018-19/SIDBI/P&D/Guwahati)

**Caution: To be submitted in a separate sealed envelope**

[Amt in ` ]

### **Financial Proposal**

<b>PARTICULARS</b>	<b>Budget (INR)</b>	<b>Amount quoted (INR)</b>
Total Administrative Fees (A) for 3 years (excluding GST)	29,88,000/-	

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

- i. The amounts must be in Indian Rupees.
- ii. No conditions should be stipulated in the commercial bids. The conditional bids shall be rejected.

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## **Annexure –V. Declaration Regarding Clean Track Record**

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

Date:

The Deputy General Manager  
Small Industries Development Bank of India,  
3<sup>rd</sup> Floor, Shreeji Tower,  
Christian Basti, G.S. Road  
**Guwahati –781005**

Dear Sir,

### **Declaration Regarding Clean Track Record**

**(RfP No: 02/2018-19/SIDBI/P&D/Guwahati)**

I have carefully gone through the Terms & Conditions contained in the RFP No. **(RfP No: 02/2018-19/SIDBI/P&D)** regarding selection of the Bidder for Engaging Cluster Intervention Team (CIT) in SIDBI. We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last 05 years. I further certify that I am competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

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

## Annexure –VI. Statement of Deviations

(To be submitted on Bidder's letter head)

(RfP No: 02/2018-19/SIDBI/P&D/Guwahati)

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

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

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

<b>List of Deviations – RfP for Engaging Facilitating Agency</b>			
<b>S. No.</b>	<b>Clarification point as stated in the tender document</b>	<b>Page / Section Number in RfP</b>	<b>Comment/ Suggestion/ Deviation</b>
1.			
2.			

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

Date  
Place

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



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## **Annexure –VII. Letter of Competence**

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

**(RfP No: 02/2018-19/SIDBI/P&D/Guwahati)**

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

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

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

Thanking you,

Yours sincerely,

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

## Annexure –VIII. Power of Attorney

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

(RfP No: 02/2018-19/SIDBI/P&D/Guwahati)

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2018, We, \_\_\_\_\_, a Section 8 Company / Trust / Society / Voluntary organization / NGO incorporated under \_\_\_\_\_ Act, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "Facilitating Agency") doth hereby nominate, constitute and appoint <Name>, <Employee no.>, <Designation> of the Facilitating Agency, as its duly constituted Attorney, in the name and on behalf of the Facilitating Agency to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Facilitating Agency a Proposal and other papers / documents with 'Small Industries Development Bank of India' ("SIDBI") relating to '**Request for proposal No. (RfP No: 02/2018-19/SIDBI/P&D/Guwahati) for Engaging Facilitating Agency**' and to attend meetings and hold discussions on behalf of the Facilitating Agency with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors / Trustees / Members, etc of Facilitating Agency

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

WITNESS:

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

\_\_\_\_\_  
Attested  
\_\_\_\_\_

---

## **Annexure –IX. Pre-Contract Integrity Pact**

*(To be executed in a Non- Judicial Stamp Paper)*

### **1. General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_\_ on ---- day of the month of -----, 2018 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its office at 3<sup>rd</sup> Floor, Shreeji Tower, G.S. Road, Christian Basti, Guwahati - 781005 (hereinafter called the "SIDBI", which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s ----- represented by Shri-----, Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the SIDBI proposes to appoint Agency and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a Section 8 Company / Trust / Society / Voluntary organization / NGO, constituted in accordance with the relevant law in the matter and SIDBI is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

Enabling SIDBI to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and SIDBI will commit to prevent corruption in any form by its officials by following transparent procedures.

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

### **2. Commitments of SIDBI**

- 2.1 The SIDBI undertakes that no official of the SIDBI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in

---

the bidding process, bid evaluation, contracting or implementation process related to the contract

- 2.2 SIDBI will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 2.3 All the officials of SIDBI will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to SIDBI with full and verifiable facts and the same is prima facie found to be correct by SIDBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by SIDBI and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by SIDBI the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of SIDBI, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of SIDBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDER further confirms and declares to SIDBI that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to SIDBI or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of SIDBI or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
  - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by SIDBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  - 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts
  - 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above
  - 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of

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SIDBI has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason

#### **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle SIDBI to take all or any one of the following actions, wherever required :-
- 5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- 5.1.2 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- 5.2 SIDBI will be entitled to take all or any of the actions mentioned at para 5.1(1) to (2) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of SIDBI to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

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## 6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 7. Independent Monitors

- 7.1 SIDBI has appointed **Shri Ashok Sinha, IAS (retired)** as Independent External Monitor (IEM) for this pact as approved by CVC
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings
- 7.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by SIDBI
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of SIDBI including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 7.7 SIDBI will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 7.8 The Monitor will submit a written report to the designed Authority of SIDBI within 8 to 10 weeks from the date of reference or intimation to

him by SIDBI /BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

## 8. Facilitation of Investigation

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

## 9. Law and Place of Jurisdiction

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

## 10. Other Legal Actions

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

## 11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both SIDBI and the BIDDER, in case BIDDER is unsuccessful (unsuccessful bidder), this integrity Pact shall expire after six months from the date of the signing of the contract.

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

The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_

SIDBI

BIDDER

Name of the Officer  
personal

Name of the authorised

Designation

Designation

SIDBI Witness :

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



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## **Annexure – X. Letter of Conformity**

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

Date:

The Deputy General Manager  
Small Industries Development Bank of India,  
3<sup>rd</sup> Floor, Shreeji Tower,  
Christian Basti, G.S. Road  
Guwahati –781005

Dear Sir,

### **Engaging Facilitating Agencies for European Union (EU) Switch Asia Project**

**(RfP No: 02/2018-19/SIDBI/P&D/Guwahati)**

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

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

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

Thanking you,

Yours sincerely,

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

## Annexure –XI. Non-Disclosure Agreement

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

WHEREAS, We, \_\_\_\_\_, a Section 8 Company / Trust / Society / Voluntary organization / NGO incorporated under \_\_\_\_\_ Act, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “Facilitating Agency (FA)”), are agreeable to execute “**Engaging Facilitating Agencies for EU-Switch Asia Project**” as per scope defined in the **Request for Proposal (RfP No: 02/2018-19/SIDBI/P&D)** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at 3<sup>rd</sup> Floor, Shreeji Tower, Christian Basti, G. S. Road, Guwahati – 781005 (hereinafter referred to as the BANK) and,

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

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

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

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

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

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

Yours sincerely,

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

## Annexure –XII. Bank Mandate Form

(To be submitted in Duplicate)

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

### 3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
<b>(Code number appearing on the MICR<sup>1</sup>cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

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

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

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

Signature of the party / Authorized Signatory

.....

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

Bank's stamp:

Date :

(Signature of the Authorized Official from the Banks)

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

**<sup>1, 2</sup>: Note on IFSC / MICR**

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

## Annexure-XIII: CURRICULUM VITAE (CV)

<b>Position:</b>	
<b>Name of Expert:</b>	
<b>Date of Birth:</b>	
<b>Country of Citizenship/Residence</b>	

### Education

Name of Institution	Degree Obtained	Year of Obtainment

### Full Employment History

From	To	Employer	Position held

### Employment record relevant to the assignment

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

### Membership in Professional Associations and Publications:

#### Language Skills

Language	Speaking	Reading	Writing

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**Adequacy for the assignment**

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

**Expert’s contact information:**

Certification:

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

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Name of Personnel	Signature
Date	

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Name of the Authorised Signatory	Signature
Date	

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End of RfP Document