



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

एजेंसियों से एमएसएमई को-वर्किंग स्पेस के विकास, रखरखाव और संचालन के लिए
प्रस्ताव के लिए अनुरोध (RfP)

Request for Proposal (RfP)
from agencies for developing, maintaining & operating a MSME Co-working Space"

भारतीय लघु उद्योग विकास बैंक
आत्म राम हाउस, तीसरी मंजिल
1, टॉल्स्टॉय मार्ग, नई दिल्ली - 110001

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
Atma Ram House, 3rd Floor
1, Tolstoy Marg, New Delhi - 110001

(आरएफपी सं: 400/2019/1421 / BYO दिनांकित जनवरी 01, 2019)

(RFP No : 400/2019/1421/BYO dated January 01, 2019)

वेबसाइट / Website: www.sidbi.in

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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.

Important Clarifications

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

1. 'Bank' means 'Small Industries Development Bank of India'.
2. 'Bidder' means the respondent to the RFP document.
3. 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
4. 'Service provider' means the Bidder selected out of this RFP and contracted to provide the services as per scope of this RFP.
5. 'RFP' or 'Tender' means the Request For Proposal document.
6. 'Bid' may be interchangeably referred to as 'Offer'.
7. 'Authorised Signatory' of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.

Acronym	Description
BG	Bank Guarantee
EMD	Earnest Money Deposit
EOI	Expression of Interest
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
SIDBI	Small Industries Development Bank of India

निविदा महत्वपूर्ण सूचना / Bid Critical Information

RFP No : 400/2019/1421/BYO dated January 01, 2019)

क्र.सं./ S.No.	कार्यक्रम/ Events	तिथि/ Date	समय/ Time
1	पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि/ Last date for seeking clarifications for pre-bid meeting	13 जनवरी 2019 13 th January 2019	सायं 5:00 बजे तक By 05:00 PM
2	पूर्व - बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा)/ Pre Bid meeting (<i>no clarifications would be given after pre-bid meeting</i>)	14 जनवरी 2019 14 th January 2019	सायं 15:00 बजे At 15:00 hrs
3	बोली जमा करने की अंतिम तिथि/ Last date for submission of bids	25 जनवरी 2019 25 nd January 2019	सायं 15:00 बजे At 15:00 hrs
4	बोली जमा करने का पता / Address for Bid Submission		
	उप महाप्रबंधक भारतीय लघु उद्योग विकास बैंक तीसरी मंजिल, आत्म राम हाउस, 1, टॉल्स्टॉय मार्ग, नई दिल्ली - 110001 फोन: 011-23448300	Deputy General Manager Small Industries Development Bank of India, 3 rd floor, Atma Ram House, 1, Tolstoy Marg, New Delhi - 110001 Phone: 011-23448300	
5	न्यूनतम व तकनीकी बोली खोलने की तिथि व समय/ Date & Time of Opening of Minimum Eligibility bid	25 जनवरी 2019 25 nd January 2019	सायं 15:00 बजे At 15:00 hrs
6	वाणिज्यिक बोली खोलने की तिथि व समय/ Date and time of opening of commercial bids	बाद में सूचित किया जाएगा To be intimated at a later date	
7	बोली के वैधता/ Bid Validity	बोली जमा करने की अंतिम तिथि से 90 दिन तक / 90 days from the last date of bid submission.	

8	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	बाद में सूचित किया जाएगा To be intimated at a later date
9	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण	
	Javed Ahmad Siddiqui, DGM 011-23448422, javed@sidbi.in	Romesh Chander Raina, DGM 011-23448444, rcraina@sidbi.in
10	Independent External Monitor (IEM) appointed by the CVC	Shri. Ashok Sinha, (IAS ret'd.) 13 Yayati, Sect-58A, Nerul (West), Palm Beach Road, Navi Mumbai - 400706 Mob : 9821844044 e-mail : asinha51@gmail.com

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.

1. Introduction and Disclaimers

1.1 Preface

This request for proposal document ('RFP document' or 'RFP') has been prepared solely for the purpose of enabling SIDBI to select an Agency or a Service Provider for development, maintenance and support of MSME Co-Working Space. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 For Respondent only

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

1.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.5 Costs to be borne by Respondents

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

1.6 No Legal Relationship

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

1.7 Recipient Obligation to Inform Itself

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

1.8 Evaluation of Offers

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.9 Acceptance of Selection Process

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

1.10 Errors and Omissions

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

1.11 Acceptance of Terms

Recipient will, by responding to SIDBI for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.

1.12 Requests for Proposal

Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact persons:

Javed Ahmad Siddiqui, DGM 011-23448422, javed@sidbi.in	Romesh Chander Raina, DGM 011-23448444, rcraina@sidbi.in
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SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RFP closes and all such information and material provided will be taken to form part of that Respondent's response.

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.

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.

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.

1.13 Notification

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

2. RFP Response

2.1 Bid Price / Earnest Money Deposit (EMD)

There is no bid price or EMD to be deposited.

2.2 RFP Closing date

RFP Response should be received by SIDBI not later than the time and date mentioned in 'Bid Critical Information' section before, at SIDBI Office premises.

2.3 RFP Validity Period

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

2.4 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.

2.5 Receiving of RFP Response

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

2.6 Requests for information

Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing or through e-mail by the time mentioned in 'Bid Critical Information' section before. No query / clarification would be entertained over phone.

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

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

The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

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

2.7 Pre-Bid Meeting

The Bank shall hold a pre-bid meeting on the date and time mentioned in ‘**Bid 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.

It would be the responsibility of the Bidders to be present at the venue of the meeting.

Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the ‘**Bid Critical Information**’ section. Bank has discretion to consider any other queries raised by the bidder’s representative during the pre-bid meeting.

The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website within maximum 05 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

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 Disqualification

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

2.9 Selection process

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

- 1) Pre-qualification / Eligibility format
- 2) Commercial evaluation.

2.10 Details of Bids to be Submitted

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

Table 2-1 Submission of Bids

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	<p>Minimum Eligibility Bid</p> <p>i. Bid Covering letter as per format prescribed in Annexure-I</p> <p>ii. General Information about Bidder as prescribed in Annexure-II</p> <p>iii. Response to Minimum Eligibility Bid as per format prescribed in Annexure-III</p>	One hardcopy	<p>“Minimum Eligibility – Request for Proposal for agencies for developing, maintaining & operating a MSME Co-working Space”</p> <p>– RFP No : 400/2019/1421/BYO dated January 01, 2019”</p>

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	iv. Declaration regarding clean track record, as per format prescribed in Annexure-IV . v. Letter of competence as per format prescribed in Annexure-V . vi. Power of Attorney as per format prescribed in Annexure – VI vii. Letter of Conformity as per format prescribed in Annexure – VII		
II	Commercial Bid i. Commercial Bid Covering Letter as per format prescribed in Annexure-VIII ii. Response to Commercial Bid as per format prescribed in Annexure-IX .	Only Hardcopy – One	“ Commercial Bid – Request for Proposal for agencies for developing, maintaining & operating a MSME Co-working Space – (RFP No : 400/2019/1421/BYO dated January 01, 2019) ”

2. Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “Bid for Request for Proposal for agencies for developing, maintaining & operating a MSME Co-working Space – (RFP No : 400/2019/1421/BYO dated January 01, 2019)”
3. All the individual envelopes must be super-scribed with the following information as well:
 - i) Name of the bidder, Contact Name, Number and e-mail id.
 - ii) Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

2.11 Important Points for Bid Submission

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

1. Authorised 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/ Emailed 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. The RFP is floated on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP) - <https://eprocure.gov.in/cppp/>. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be posted on SIDBI website. Bidders must have close watch on SIDBI website during the intervening period before submitting response to RFP.
7. The bidder cannot quote for the project in part.
8. Each bidder shall submit only one proposal.

3. Background & Scope of Services

3.1 Introduction to SIDBI

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities. Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions (PLIs), such as, banks, State Financial Corporations (SFCs), etc. for onward lending to MSMEs and (b) direct assistance in the niche areas with thrust on MSEs.

3.2 Project Background & Details

- SIDBI proposes to develop a Co-working space in 12th Floor, Atma Ram House, 1- Tolstoy Marg, New Delhi under a Co-branding arrangement.
- The Co-working space shall be used by MSMEs and Start Ups for meeting their hourly, daily, weekly or monthly office requirements in the heart of business district in Delhi.
- Accordingly, SIDBI invites applications from eligible entities for developing, maintaining & operating the proposed MSME Co-working Space.
- The Co-Work space shall be co-branded as “SIDBI – (Agency brand name)” or any other name carrying SIDBI brand.
- The details of the scope of work is given as under:

3.2.1 Amenities to be offered:

- i. Apart from providing space to work, the agency may provide common/basic support facilities/amenities like
 - a) Housekeeping
 - b) Small Canteen/Refreshment Area
 - c) Reception Desk
 - d) Security
 - e) Restrooms
 - f) Wifi
 - g) Meeting Room
 - h) Video Conferencing
 - i) Power Backup
 - j) Fire safety etc. and other basis amenities
- ii. The agency will have complete freedom in designing, furnishing, implementing and operating the proposed Co-work space for use by MSMEs / Start-ups.

3.2.2 Maintenance of the developed space:

Maintenance of the developed space will be the responsibility of the agency. Consumption charges of electricity and or any other utility charges shall be payable by the agency on actual basis.

3.2.3 Charges to the occupying MSMEs/ Start Ups:

The agency is free to charge the occupying MSMEs any amount on hourly/ daily/ weekly/ monthly basis as it deems to be fit. However, the agency shall take into consideration, the affordability of the charges, as the space would be used only by MSMEs/ Start Ups for meeting their office requirements.

3.2.4 Lease Rent:

The agency shall pay a fixed monthly lease rent and any other payments as per Clause 7.6. Such rent to be paid to SIDBI shall be independent of the days of occupancy of the developed space and / or charges collected from the occupying MSMEs / Start-ups.

4. Details of the space and other conditions:

Location of the premises	12 th floor, Atma Ram House, 1, Tolstoy Marg, New Delhi - 110001
Nature of premises	Bare shell. The premises is being offered on lease on 'As is where is basis'.
Area of the premises	3013 Sq.Ft
Initial Lease period	05 years
Renewal Clause	On the completion of the initial lease period of 05 years, the lease can further be renewed for another 05 years with an increase in the monthly lease rent by 25%.
Security Deposit	The agency has to deposit with SIDBI an interest free security deposit of 06 months of rent at the time of execution of lease agreement, as per draft provided by SIDBI.
Parking Facility	Parking facility is not available
Security	Available in the building. However, security arrangements in the Co-work space shall be the responsibility of the agency.
Rooftop Access	There will be no rooftop access available.
Implementation Schedule	The agency shall operationalize the facility within 6 months from the date of execution of lease agreement. Payment of rent would commence from the date of handing over possession of the premises by SIDBI.
Statutory Approvals	The agency shall obtain all statutory/regulatory approvals for running the Co-work space.
Eligibility of the Sub-Lessee	<p>Only MSMEs, as defined under MSMED Act, including Start Ups can avail the proposed facility only for their own use. Hence, the agency shall allot the space to any sub-lessee (MSME/Start Up) only after due verification of their credentials and ensure that they meet the eligibility criteria.</p> <p>The Agency is required to submit the credentials of the sub-lessee as and when asked by SIDBI as a proof of conforming to the contract conditions. Further, SIDBI reserves the right to independently verify the credentials of the sub-lessee if the need is felt.</p>
Period of Subleasing	The premises cannot be sublet on a long-term basis but sub-leasing within the generally accepted scope of Co-work concept is permitted. The operator/agency must provide leasing options as hourly, daily, weekly and monthly basis to MSMEs and Start Ups. However, the agency shall ensure that no single MSME/Start Up shall avail a part or the full facility for a continuous period of more than 60 days. In case of repeat allotments, the total period shall not exceed 120 days.

Maximum Space for Single Entity	Maximum space allotment to a single entity may not be more than 25% of the total available rental area.
Restrictions of Use	Hazardous and Illegal activities as per the law of the land shall not be permitted to be carried out in the premises. Moreover, renting out to units/enterprises not falling under MSME or Start Up category shall also not be permitted. Further, SIDBI reserves the right to disallow any specific entity or activity to be carried out on premises at its discretion.
Restrictions on Mortgage	The agency shall not mortgage the premises to any Bank / agency.
Managing Committee / Co-branding	A Managing Committee shall be constituted by the Agency immediately after execution of the Lease Agreement to decide upon the policies of the Co-working space. SIDBI would reserve the right to appoint its nominee on the Managing Committee. SIDBI, at its discretion, may withdraw / disallow its name for Co-branding at any time during the currency of lease.
Sharing of information	This activity being an MSME ecosystem development initiative of SIDBI, the Agency shall share details of the MSMEs/ start-ups, to whom they are sub-leasing space, such as nature of activity, growth in business, employment generated, etc. or any other information as may be required by RBI / Govt of India / SIDBI in due course.

5. Eligibility Criteria:

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The Bidder's pre-qualification bid will be evaluated as per the following criteria:

S. No	Financial and other Requirement to be met by the Bidder	Document required for verification (Any Proof)
1	The agency must be operating a similar Co-working space (will amenities, etc., as given in Para 3.2.1) having carpet area of at least 2000 sq.ft operational continuously for the last 1 year.	Copy of lease agreements or audited profit and loss account statements or CA certificate or any other document acceptable to SIDBI.
2	The Agency should not have been blacklisted/ debarred by any Central/ state government/ public sector undertaking/ Banks and not involved in any major litigation that may affect or compromise the delivery of service required. The agency should not have been penalized or found guilty in court of law.*	Self-certification on letterhead. However, the Bank has the rights to independently verify the same.
3	Neither the agency nor its proprietor / directors / partners has/ have defaulted to any Bank. *	Self-certification on letterhead. However, the Bank has the rights to independently verify the same.

* SIDBI reserves its right to cancel the lease immediately if any false declaration / certification is given by the Bidder and with 90 days notice in the event such development(s) take(s) place subsequently during the currency of the lease.

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

Sr No	Document Required
2 (a)	Ownership and nature of entity (public, partnership, subsidiary, etc.).
2 (b)	Income Tax returns for past two years.
2(c)	Board resolution authorizing the authorized signatory to sign on behalf of the agency.
2(d)	Proof of address of registered office & Branch offices, if any.
2(e)	GST Registration Certificate

Note: In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale, etc.) in the last three financial years (FY 2015-16, 2016-17, 2017-18), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with the bid to evince that such credentials have accrued to / transferred to are in the name of the bidding entity and the bidding entity is authorized to use such credentials.

6. Evaluation Methodology

6.1 Objective

The objective of this evaluation methodology is to facilitate the selection of one service provider for ensuring technically superior and professional services at optimal cost.

6.2 Evaluation process

6.2.1 Evaluation process

1. The Bank has adopted a two (2) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - i) Eligibility Criteria
 - ii) Commercial Bids
2. The Bank shall evaluate first the 'Eligibility Criteria' of bids and based on its evaluation. 'Commercial bids' shall be opened.
3. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives or outsourced experts formed by the Bank and its decision will be final.

6.2.2 Opening of bids for Minimum Eligibility Criteria

1. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.
2. On the scheduled date and time, bids will be opened by the Committee formed by SIDBI in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, SIDBI at its discretion will proceed further with opening of the commercial bids in their absence.
4. The Bidder name, presence or absence of requisite EMD and such other details as SIDBI, at its discretion, may consider appropriate will be announced at the time of bid opening.
5. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders

6.2.3 Preliminary Examination

1. SIDBI will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. SIDBI may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

3. Prior to the detailed evaluation, SIDBI will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. SIDBI determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
4. If a Bid is not substantially responsive, it will be rejected by SIDBI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

6.2.4 Evaluation of Eligibility Criteria

1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
2. Successful bids out of this stage would be considered for commercial bid evaluation.
3. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.
4. SIDBI may undertake visits to the existing facilities / co-working space being managed by the Bidder and SIDBI's decision with regard to the Bidder meeting the eligibility criteria shall be final.

SIDBI reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification criteria and the requisite support must be provided by the Bidder.

6.2.5 Commercial Bid

1. The Bidder is required to quote in Indian Rupees ('INR'/ 'Rs.' / '₹'). 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. The Commercial Bid should be submitted in the format in the RFP. Consideration of commercial bids, not submitted as per the requisite format, will be at the discretion of SIDBI.

6.2.6 Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the Bidders, who are found eligible after the evaluation of the Eligibility Criteria, in the previous phase, will be taken for commercial evaluation.
2. The date for opening of commercial bids will be advised separately.

6.2.7 Final Selection of Eligible Bidder

1. The highest (H-1) bidder among the bidders whose commercial bids are opened (who would be shortlisted after the eligibility evaluation) shall be awarded the contract.
2. The Bidders shall submit their offers strictly in accordance with the terms & condition of the Tender document.

Note:

- (i) Commercial bid evaluation shall be considered as below in case of any kind of discrepancy:
 - If there is a discrepancy between words and figures, the amount in words shall prevail
 - If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
 - If there is discrepancy between unit price and total price, the unit price shall prevail
 - If there is a discrepancy in the total, the correct total shall be arrived at by SIDBI
- (ii) In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

7. Terms and Conditions

7.1 General

7.1.1 Definitions

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

1. "SIDBI" / "The Bank" means Small Industries Development Bank of India (SIDBI);
2. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Zonal Offices and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
3. "The Contract Price" means the price payable by the Bidder under the Contract for the full and proper performance of its contractual obligations;
4. "The Services" means providing services towards development, maintenance, enhancement and support of MSME Co-Working Space and other such obligations of the Bidder covered herein;
5. "TCC" means the Terms and Conditions of Contract contained in this section;
6. "The Agency", "The Bidder", "the Service Provider" or "the Vendor" means the company supplying or intending to supply the Services under this Contract; and

7.1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between SIDBI and the Bidder. The Bidder shall, subject to the terms of the RFP, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

Staff deployed by the service provider shall never be deemed to be appointed by the bank nor shall they be under its service conditions.

7.1.3 Rights and obligations

The mutual rights and obligations of SIDBI and the Bidder shall be as set forth in the RFP, in particular:

1. the Service Provider shall carry out the Services in accordance with the provisions of the RFP; and
2. The Bidder shall make payments to SIDBI in accordance with the provisions of this RFP.

7.1.4 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this RFP shall be in writing and in English language.

7.1.5 Corrupt and fraudulent practice

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

1. "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.
2. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

Selected Bidder/Service Provider and its staff working for the project will observe highest standard of transparency, ethics and integrity during the project. In case, anytime during the tenure of the project, if the Service Provider or any of its staff is found to have taken help of any fraudulent or unethical practice, Bank reserves the right to terminate the contract at its own discretion and initiate legal action against the Service Provider in addition to blacklisting it for participation in future RFP/Tender process in SIDBI.

7.1.6 Independent External Monitor

The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri. Ashok Sinha (IAS Retd.) as an Independent External Monitor (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows:

Shri Ashok Sinha, (IAS Retd.)
13 Yayati, Sect-58A, Nerul (West), Palm Beach Road,
Navi Mumbai - 400706
Mob: 9821844044
Email Id – asinha51@gmail.com

7.1.7 Applicable laws

1. The Contract shall be interpreted in accordance with the laws prevalent in India.
2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ resource/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
3. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or

omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

7.1.8 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.

7.1.9 Deployment of resources

The bidder shall carry out the development and maintenance of the project as per time line agreed in the contract and shall provide and ensure that necessary resources are provided and continued to be deployed at site and if the project / exigencies (breakdown and like situations) requires the resources shall have to be deployed on continuous basis (including on Saturdays, Sundays and other holidays) and the Bank shall not make any additional payments for the same. The bidder shall, however, ensure compliance of statutory and regulatory requirements with regard to the resources deployed or to be deployed during the period. The human resources deployed or used by the bidder at any stage of the project or during the period of the contract shall not be deemed to be an employee of the bank for any purpose or due to any reason.

7.1.10 Miscellaneous

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

7.2 Bid Conditions

7.2.1 Bid Conditions

1. The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
2. Information provided in this RFP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RFP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables with quality 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 or any requirement is underestimated, not understood or not interpreted in right direction during preparation/submitting the response.

3. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.

7.2.2 Clarification of Bids

1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in 'Bid Critical Information' Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
2. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted at least one day prior to the date of pre-bid meeting. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
3. 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 website. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.

7.2.3 Amendment to the bidding document

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.
3. All Bidders must ensure that such clarifications / amendments 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.

7.2.4 Language of Bid

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

7.2.5 Commercial Bid

1. The Bidder is required to quote in Indian Rupees ('INR'/ 'Rs.'). Bids in currencies other than INR may not be considered.
2. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
3. The prices quoted would include all costs such as GST, custom duties, transportation, installation, service tax, Education cess, Octroi etc. that need to be incurred. No additional cost whatsoever would be paid.
4. Any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by the bidder. This will remain applicable throughout the contract period.

7.2.6 Period of Validity of Bids

1. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from last date for submission of bids as mentioned in 'Bid Critical information' sheet.
2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

7.2.7 Deadline for submission of Bids

1. The bids must be received by the Bank at the specified address not later than date and time mentioned in 'Bid Critical Information', given in the beginning of this document.
2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

7.2.8 Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

7.2.9 Modification And/ Or Withdrawal of Bids

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
2. The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
3. No request for modification or withdrawal of Bid will be entertained after the deadline for submission of bids.
4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

7.2.10 Clarification of bids

1. 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 (e-Mail/letter), and no change in the price or substance of the Bid shall be sought, offered or permitted.
2. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

7.2.11 Preliminary Examinations

1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.

2. The responses to the RFP would be deemed to be legal documents and will form part of the final contract. 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-VI.
3. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
4. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid in comparison to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
5. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
6. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

7.2.12 Bid Evaluation

1. All the responsive bids will be evaluated as per the procedure detailed in Chapter- 6 – Bid evaluation methodology.
2. All the documentary proofs are to be submitted along with the bid in this regard.
3. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
4. During evaluation, Bank at its discretion can ask the bidders for clarifications.
5. 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.

7.2.13 Arithmetic errors correction

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

1. If there is discrepancy in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

2. If the Bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

7.2.14 No Commitment to Accept Lowest or Any Offer

1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Bank to ascertain the best bid following the evaluation method prescribed in this RFP. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the Letter of Intent (LOI), purchase order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

7.2.15 Conditional Bids

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

7.2.16 Contacting the Bank

1. After opening of Bid and till the time a communication in writing about its qualification or otherwise is received from the Bank, bidder shall NOT contact the Bank on any matter relating to its Bid.
2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation or Bid comparison may result in the rejection of the Bidder's Bid.

7.2.17 Award of Contract

1. The successful Bidder will be selected as per the process mentioned in Chapter 6: Bid evaluation methodology. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive.
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/ Lease Agreement, as the Bank may deem fit, within the stipulated period.
3. The Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. Accordingly, the Bank may request / demand for additional services / resources for self and / or its associates / subsidiary concerns. In case of requirement of service delivery for associates / subsidiary, a separate order may be placed by the Bank or associates / subsidiary at the same rates quoted by the Bidder under the same terms & conditions. The Bidder will have to agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price at the unit rates provided for TCO calculations. The Bank has the right to order as much as it wants at those rates.

7.2.18 Miscellaneous

1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures.
2. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
3. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

7.3 Termination, cessation of Contract, Dispute, Force majeure, etc.

7.3.1 Termination of Contract

The Bidder shall have the option to terminate this agreement, in whole or in part, by giving at least 90 days' prior notice in writing.

Without prejudice to the generality of the foregoing, the Bank will also be entitled to terminate this agreement, if the Bidder breaches any of its obligations set forth in this contract and

- a. Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- b. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

The Bidder shall not have any right to terminate this Agreement for convenience. However, without prejudice to the generality of the foregoing, the Bidder will be entitled to terminate the agreement, if:

- a. Bank materially breaches any of its obligations set forth in this contract; and
- b. Such breach is not cured within thirty (30) Working Days after the Bidder gives written notice, or
- c. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bank to provide the Bidder, within thirty (30) Working Days, with a reasonable plan to cure such breach.

This contract shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- a. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- b. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- c. The other Party becomes the subject of a court order for its winding up.

Either Party shall have the immediate right to terminate this contract upon written notice to the other Party in the event that such other Party ceases to be in operation or ceases to do business in India.

The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder for the tenure of this contract. The Parties therefore agree and undertake that if at any time after expiry of initial period of five years and during the terms of any subsequent renewal of this agreement, it is assessed by SIDBI that the scope, size and technicalities of the Project has become such that its smooth execution could not be achieved and ensured by the Bidder then SIDBI will have option of exit at any point. However, exit would happen only after the completion of the notice period of 90 days, and only after completion of the Bidder's obligations under a reverse transition mechanism. During this period of Reverse Transition, the Bidder will have to continue to provide the Deliverables and the Services in accordance with this contract and will have to maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the contract, Bank shall be free to hire any other agency(ies) found suitable for handling the project.

Without prejudice to the rights of the Parties, upon termination or expiry of this contract, the Bidder shall pay all the undisputed rent / payables outstanding till the date of termination to the Bidder, within thirty (30) days of completion of the reverse transition period.

Upon the termination or expiry of this contract:

- a. The rights granted to the Bidder shall immediately terminate.
- b. Upon Bank's request, with respect to, (i) any agreements for maintenance, services or other third-party services used by the Bidder to provide the Services; and (ii) the assignable agreements, the Bidder shall, use its reasonable commercial endeavours to assign such agreements to the Bank and its designee(s) till alternative arrangements are made by the Bank in that regard.
- c. Upon Bank's request in writing, the Bidder will be under an obligation to transfer to Bank or its designee(s) the Deliverables created by the Bidder for the Bank under this Agreement, free and clear of all liens, security interests, or other encumbrances at the contracted rates.

The successful Bidder may, by not less than 90 (ninety) days' written notice to SIDBI, such notice to be given after the occurrence of any of the events specified in this Clause, terminate the Contract if:

1. as the result of Force Majeure, the successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
2. SIDBI fails to comply with any final decision reached as a result of arbitration pursuant to Section 7.7 hereof (subject to however, that no appeal is preferred / pending in any forum / court).

7.3.2 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 7.3.2 hereof, the Bidder shall, immediately upon receipt of such notice, take all reasonably necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

7.3.3 Payment upon Termination

1. Upon termination of this Agreement pursuant to Clause 7.3.2 hereof, the Bidder shall make the payment to SIDBI pursuant to Section 7.6 hereof for Services performed prior to the date of termination and which could be used by SIDBI.
2. In the event of such termination, the successful Bidder on transit period will work to transfer all the work completed and in progress and knowledge out of the project as per the requirement of SIDBI.

7.3.4 Disputes about Events of Termination

If either Party disputes whether an event specified in 7.3.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Section 7.7 hereof, and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

7.3.5 Project Closure

Project Closure means the completion of the initial lease period of 5 years or any extended period thereof.

7.3.6 Force Majeure

7.3.6.1 Definition

1. For the purposes of the Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies rendering implementation of the project as illegal / unlawful.
2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents, Bidders or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.
3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

7.3.6.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

7.3.6.3 Delay, Penalty and Termination

1. 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 the Contract is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, 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, Bidder shall continue to perform its obligations as per the order placed subsequent to this agreement 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 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.

7.3.7 Indemnity

The Bidder shall indemnify SIDBI, and shall always keep indemnified and hold SIDBI, 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 SIDBI as a result of:

1. Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under the Contract; and/or
2. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this agreement; and/or
3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against SIDBI; and/or
4. Breach of any of the term of this agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the Bidder under this agreement; and/or
5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
6. Breach of confidentiality obligations of the Bidder contained in this agreement; and/or
7. Negligence, fraudulence activities or gross misconduct attributable to the Bidder or its employees or sub-contractors; and/or
8. The use of unlicensed and illegal Software and/or allied components by the Bidder.

The Bidder will have to, at its own cost and expenses, defend or settle any claim against SIDBI that the Deliverables and Services delivered or provided under this 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 SIDBI:

1. Notifies the Bidder in writing; and

2. Cooperate with the Bidder in the defense and settlement of the claims.

SIDBI shall not be liable for defects or non-conformance or infringement resulting from:

1. Software, hardware, interfacing provided by Bidder; or
 2. Unauthorized modification of Software or any individual product supplied under this agreement, or Bank's failure to comply with any mutually agreed environmental specifications.
 3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under the Contract.
 4. Modification of a deliverable by anyone other than the Bidder where the unmodified version of the deliverable would not be infringing.

7.3.8 Limitation of liabilities

1. In no event shall either party be liable with respect to its obligations under or arising out of this Contract for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages.
2. The aggregate liability of the Bidder under this Contract, arising at any time, shall not exceed the total Contract value.
3. The Bidder shall be liable to SIDBI only for any direct loss or damage accrued due to deficiency in Services rendered by it.

7.3.9 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 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 contract 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.

7.3.10 Violation of terms

The Bidder agrees that SIDBI 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 the contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies SIDBI 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.

7.4 Obligations of the Bidder

7.4.1 Ownership of Delivered Product / Services

The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services / products under the contract and be responsible for the services / products delivered.

7.4.2 Confidentiality

1. The Bidder, and its Personnel shall not, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by SIDBI to the Bidder, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the SIDBI's employees, officers or other professionals or suppliers, customers, or contractors of SIDBI; and any other information which the Bidder is under an obligation to keep confidential in relation to the Project, the Services or the Contract / RFP ("Confidential Information"), without the prior written consent of SIDBI.
2. Notwithstanding the aforesaid, the Bidder and its Personnel may disclose Confidential Information to the extent that such Confidential Information:
 - a) is required to be disclosed by Applicable Laws or judicial or administrative order;
 - b) is required to be disclosed in arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Bidder, and its Personnel shall give SIDBI prompt written notice, to the extent permissible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
 - c) was in the public domain prior to its delivery to the Bidder, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Bidder, and its Personnel;
 - d) was obtained from a third party with no known duty to maintain its confidentiality or independently developed by the Bidder.
3. The obligations contained in Section 7.4.2 shall apply mutatis mutandis to SIDBI where SIDBI is the recipient of confidential information of the Bidder. Further, subject to confidentiality obligations set forth herein, the Service Provider may wish to refer to SIDBI and the Services the Bidder has performed for it when marketing its services.

7.4.3 Subcontracts

The successful bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the Bank's prior written consent.

7.4.4 Standards of Performance

1. The Bidder shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Bidder shall always act under this RFP, in respect of any matter relating to this RFP or to the Services, as a faithful adviser to SIDBI, and shall at all times support and safeguard SIDBI's legitimate interests in any dealings with Third Parties.
2. The Bidder must strictly adhere to the delivery schedules, failure to which will be considered as breach of the terms and conditions.
3. The Bidder shall provide appropriate human as well as other resources as committed in its response to SIDBI's RFP, to execute various tasks assigned as part of the project, from time to time. The Bidder shall ensure the quality & effectiveness of deliverables, project approach & methodology, project governance, risk management, use of tools & templates.
4. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
5. 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 that are consistent with the terms of this agreement. The Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.

7.4.5 Accounting, Inspection and Auditing

The Bidder shall keep accurate and systematic accounts and records in respect of the Services provided under the Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Bidder's costs and charges).

7.4.5.1 Rights to Visit

1. All records of the Bidder with respect to any matters covered by the Contract shall be made available to SIDBI at any time during normal business hours, as often (but not more than once a calendar year) as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorize, the progress of the project from where the services are being rendered by the Bidder. Any such review shall be subject to the following guidelines: (i) it is restricted to providing access to Bidder's fees/ invoicing related records relating to the Services under the Contract (ii) Bidder shall not be expected to provide any information which may cause it to breach confidentiality of other parties; and (iii) if an audit is contemplated to be conducted by an external/third party auditor, such third party shall sign an NDA with the Bidder (in a format suggested by the Bidder).

3. SIDBI and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with reasonable prior notice to ensure that data provided by SIDBI is not misused. The Bidder will have to cooperate with the authorized representative/s of SIDBI and will have to provide all information/ documents required by SIDBI. This would be in line with RBI guidelines for outsourcing.
4. The right to visit under these clauses shall be restricted to physical files related to the Contract alone. Visit shall be conducted during normal business hours and on normal working days after informing the Bidder in advance.

7.4.6 Publicity

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

7.4.7 Statutory & Regulatory Compliance

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

7.4.8 Conflict of Interests

It is agreed that:

- a. The Bidder shall hold SIDBI's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to the SIDBI and seek its instructions.
- b. For the purpose of this clause the term "Confidential Information" means information about the SIDBI and identity of Customers, Customer Prospects, and/or Vendors that is not generally known outside SIDBI, which the Bidder will learn of in connection with the project. Confidential Information may include, without limitation: (1) policy, technique, software, programmes, ideas, information, and working of the portal, (2) policies, finances, and business plans; (3) financial projections, (4) information relating to the product roll-outs; (5) customized software, marketing tools, and/or supplies that will be provided access to by SIDBI to the Bidder and/or will create; (6) any information relating to names, addresses, and telephone numbers of Customers, Customer Prospects, and/or Vendors, browsers/user of the site and portals, etc; (7) any list(s) of the Customers, Customer Prospects, and/or Vendors; (8) the account terms and pricing of the products; (9) the account terms and pricing of users of the portals/banks and their Customers; (10) the names and addresses of SIDBI employees and other business contacts of Portal; and (11) the

techniques, methods, and strategies by which the SIDBI/Portal develops, markets, distributes, and/or sells any of the products

- c. "Trade Secrets" means Confidential Information shall include the information as protected and covered under applicable law. "Proprietary Rights" means any and all inventions, discoveries, developments, methods, processes, compositions, works, supplier and customer lists (including information relating to the generation and updating thereof), concepts, and ideas (whether or not patentable or copyrightable) conceived, made, developed, created, or reduced to practice (whether at the request or suggestion of the SIDBI or otherwise, whether alone or in conjunction with others, during implementation of the project, which may be directly or indirectly useful in, or related to, the activities and business of the portals or any business or products contemplated by SIDBI.

7.5 Obligations of SIDBI

7.5.1 Access to Land and Property

SIDBI warrants that the Bidder and its authorized representatives shall have, free of charge, unimpeded access to the sites of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Bidder as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services, if any, to be made to the Bidder.

7.5.2 Intellectual Property Rights

SIDBI shall own and have a right in perpetuity to use any / all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services.

7.6 Payment and Penalty

7.6.1 Terms of Payment

The payment would be made as mentioned below:

1. The payment of lease rent (which includes all applicable taxes, monthly maintenance payable by SIDBI for the premises to the building owner shall be made on monthly basis.
2. Payment of rent would commence from the date of handing over possession of the premises to the Bidder.
3. All payments would be made after deducting penalties if applicable and applicable taxes and cess.
4. All the payments will be made to SIDBI, New Delhi electronically through RTGS/ NEFT.
5. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment, in case of delays or defaults on the part of the Bidder. Such withholding of

- payment shall not amount to a default of payment on the part of Bank.
6. All Payments will be made to the Bidder in Indian Rupee only, to the prime bidder.
 7. Such Lease rent to be paid to SIDBI shall be independent of the days of occupancy of the developed space and / or charges collected from the occupying MSMEs / Start-ups.

7.6.2 Taxes and Duties

1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.
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 while providing caretaker services. 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.
4. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

7.7 Settlement of Disputes

7.7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or the interpretation thereof.

7.7.2 Dispute Resolution

1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably by a team of officials nominated by the parties for this purpose.
2. The Parties agree to use their best efforts for resolving all Disputes, including those relating to delay caused in completion of project or delay in performance of obligations under the Contract, and arising under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
3. No conflict between Bidder and SIDBI will cause cessation of services or payment of fees due to the Bidder. Only by mutual consent the services will be withdrawn.

7.7.3 Arbitration

1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 7.7.2, within 30 calendar days from the date of initiation of amicable dispute resolution procedure or such other period as mutually agreed to by the parties, shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final and binding on the Parties as from the date it is made, and the Bidder and SIDBI agree and undertake to carry out such decision without delay.
2. Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
3. The Bidder shall continue work and the Bank shall continue to pay the fees due under the Contract during the arbitration proceedings unless otherwise directed in writing by SIDBI or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

7.7.4 GENERAL

Health and Safety: The Bidder and any of its subcontractors shall, when at SIDBI site, conduct their activities so that their equipment, working conditions and methods are safe and without risk to health for their own and SIDBI's employees as well as for any other users of SIDBI Site.

No Joint Venture: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties, nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

No Assignment: Except with respect to **The Bidder's** rights regarding the use of subcontractors, neither party may assign any rights or obligations under this Contract without the prior written consent of the other party except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.

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 SIDBI or alternatively, if any relative of the officer of SIDBI has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013. 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.

The Bidder would undertake to provide appropriate human as well as other resources (PC/laptop etc.) required, to execute the various tasks assigned as

part of the project, from time to time.

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

The Bidder shall ensure that the software and allied components used to service SIDBI are licensed and legal.

This contract 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.

Save and except in the normal course recruitment process, either party during the term of the contract and for a period of two years thereafter shall not without the express written consent of the other party, directly or indirectly:

- a. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the other party in rendering the services in relation to the contract; or
- b. Induce any person who shall have been an employee or associate of the other party at any time to terminate his / her relationship with the other party.

Headings: The headings in this Agreement are for the convenience of the parties only, and are in no way intended to define or limit the scope or interpretation of the Agreement or any provision hereof.

Entire Agreement and Precedence: This Contract and its Annexure constitute the entire agreement governing the arrangement between **the Bidder** and SIDBI. The parties however agree that in the event of ambiguity in the terms of this Agreement, the parties' intent will be derived by referring to the following documents in the order given below. Any mutually acceptable position in variance to this Agreement shall be recorded in writing by way of an amendment.

1. Letter of Intent (LOI) from SIDBI dated _____
2. Pre-bid clarifications hosted on bank's website on _____
3. Commercial proposal submitted by **the Bidder** along with letter of competence and power of attorney submitted on _____
4. RFP from SIDBI issued vide tender no. _____ dated _____, 2018

7.7.5 Notices

All notices that are required to be given under this Agreement shall be in writing and shall be sent to the address of **THE BIDDER** and SIDBI recipient set out in **Section** ___ below, or such other address as the representative of each party may designate by notice given in accordance with this **Section** _____. Any such notice may be delivered by hand, by courier, and shall be deemed to have been received:

1. By hand delivery - at the time of delivery;
2. By courier - after the date of delivery at the recipient address by the courier.

A notice shall be effective when delivered or on the notice's effective date,

whichever is later.

For the purposes of this **Section _____** the address of each party shall be:

SIDBI : Small Industries Development Bank of India
Attention : Shri Javed Ahmad Siddiqui, DGM
Address : Small Industries Development Bank of India,
3rd floor, Atma Ram House,
1, Tolstoy Marg,
New Delhi - 110001
Telephone : Phone: 011-23448300

THE BIDDER : _____
Attention : _____
Address : _____
Telephone : +91
Facsimile : +91

7.7.6 Severability

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

7.7.7 Survival

The following provisions shall survive termination of this Agreement: Sections 7.6 (Payment and Penalty), 7.5.2 (Intellectual Property Rights), 7.4.8 (Conflict of Interest), 7.3.7 (Indemnity), 7.4.2 (Confidential Information), 7.3.8 (Limitation of Liabilities), 7.7 (Dispute Resolution) and 7.1.7 (Applicable Laws).

8. Annexures

8.1 Annexure – I : Bid Covering Letter

(To be submitted on Bidder's letter head)

Date:

The Deputy General Manager,
Admin & Premises Vertical
Small Industries Development Bank of India,
3rd Floor, Atmaram House,
1, Tolstoy Marg,
New Delhi - 110001

Dear Sir,

**Request for Proposal for developing, maintaining & operating
a MSME Co-working Space**
(RFP No : 400/2019/1421/BYO dated January 01, 2019)

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

1. Minimum Eligibility 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 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 :

Place :

Signature of Authorised Signatory :

Name of the Authorised Signatory :

Designation :

Name of the Organisation :

Seal ...

8.2 Annexure – II : General Information about Bidder

(To be submitted on Bidder's letter head)

(RFP No : 400/2019/1421/BYO dated January 01, 2019)

S.N.	Description	Bidder's response
1	Name of the bidder company (Registered name of the bidding Company)	
2	Details of Incorporation of the Company.	Date: Ref. No.:
3	Status of Company. Documentary proof enclosed. (Yes/No)	
4	Website of Company	www.
5	Address of Registered Office with contact numbers.	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
6	Address for Correspondence (if different from above).	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
7	MSME Status (Tick appropriate).	
A	Company does not qualify the status of MSE.	
B	Company does qualify the MSE status.	
C	SC/ST	
D	MSE registration certificate/ Udyog AADHAAR Memorandum or a certificate from Chartered Accountant attached. (Yes/No).	
8	PAN No.	
	Copy of PAN enclosed. (Yes/No)	
9	GSTIN No.	
	Copy of GST enclosed. (Yes/No)	
10	Sales Tax Registration No.	
	Copy of Sales Tax certificate enclosed. (Yes/No)	
11	Service Tax Registration No.	
	Copy of Service Tax certificate enclosed. (Yes/No)	

S.N.	Description	Bidder's response
12	Contact Details of Bidder's authorized representative to make commitments to SIDBI.	
A	Name	
B	Designation	
C	Land Line No. (with STD code)	
D	Mobile No.	
E	Fax No. (with STD code)	
F	Mail Id	
13	Financials (for last three years)	
	Parameter	FY
		Amount in lakh
A	Annual Turnover	2015 - 2016
		2016 - 2017
		2017 - 2018
B	Cash Profit	2015 - 2016
		2016 - 2017
		2017 - 2018
C	Net worth	2015 - 2016
		2016 - 2017
		2017 - 2018
D	<i>CA certificate attached for A, B, C above.</i>	<i>(Yes / No)</i>
E	<i>1. Audited balance sheet and 2. P/L account attached.</i>	<i>(Yes/ No)</i>

Date :
Place :

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

Seal ...

8.3 Annexure –III : Response to the Eligibility Criteria

(To be submitted on Bidder's letter head)

(RFP No : 400/2019/1421/BYO dated January 01, 2019)

Srl. No.	Financial and other Requirements	Proof Required	Documents / Proof given by Bidder	Attachment Tag\$\$
1.	The agency must be operating a similar Co-working space (will amenities, etc., as given in Para 3.2.1) having carpet area of at least 2000 sq.ft operational continuously for the last 1 year.	Copy of lease agreements or audited profit and loss account statements or CA certificate or any other document acceptable to SIDBI.		
2.	The Agency should not have been blacklisted/ debarred by any Central/ state government/ public sector undertaking/ Banks and not involved in any major litigation that may affect or compromise the delivery of service required. The agency should not have been penalized or found guilty in court of law.	Self-certification on letterhead. However, the Bank has the rights to independently verify the same.		
3.	Neither the agency nor its proprietor / directors / partners has/ have defaulted to any Bank.	Self-certification on letterhead. However, the Bank has the rights to independently verify the same.		

Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.

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

Note

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related

information. SIDBI will not make any separate request for submission of such information.

- SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

8.4 Annexure – IV : Declaration Regarding Clean Track Record
(To be submitted on Bidder's letter head)

Date:

The Dy. General Manager,
Admin & Premises Vertical
Small Industries Development Bank of India,
3rd Floor, Atmaram House,
1, Tolstoy Marg,
New Delhi - 110001

Dear Sir,

Declaration Regarding Clean Track Record

**Request for Proposal for developing, maintaining & operating
a MSME Co-working Space**
(RFP No : 400/2019/1421/BYO dated January 01, 2019)

I have carefully gone through the Terms & Conditions contained in the **RFP No : 400/2019/1421/BYO dated January 01, 2019** regarding selection of Service Provider for Development and Maintenance of MSME Co-Working Space. We hereby declare that our company has not been debarred/ black listed by any PSU, Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India / DFID(UK) / World Bank / Multilateral agencies / Bilateral agencies / authorities / regulators, etc. as on the date of bid submission.

I further certify that I am competent authority 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.

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

Thanking you,

Yours sincerely,

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

8.5 Annexure – V : Letter of Competence

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)
(RFP No : 400/2019/1421/BYO dated January 01, 2019)

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 the project will be adequate to deliver the services professionally and competently within the prescribed time frame. We certify that we have a co-working space in India.

We also certify that all the information given by in response to this RfP is true and correct and also confirm that our company is eligible to perform this contract and whatever our company filed response to the Annexure –III to the response to minimum eligibility criteria 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 ...

8.6 Annexure – VI : Power of Attorney

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

(RFP No : 400/2019/1421/BYO dated January 01, 2019)

BY THIS POWER OF ATTORNEY executed at _____ on _____, 2018, We, _____, a Company within the meaning of the Companies Act, 2013, having its Registered Office at _____ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Small Industries Development Bank of India' ("SIDBI") relating to **RFP No : 400/2019/1421/BYO dated January 01, 2019** for 'Request for Proposal for developing, maintaining & operating a MSME Co-working Space and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

8.7 Annexure – VII : Letter of Conformity
(To be submitted on Bidder's letter head)

Date:

The Dy. General Manager,
Admin & Premises Vertical
Small Industries Development Bank of India,
3rd Floor, Atmaram House,
1, Tolstoy Marg,
New Delhi - 110001

Dear Sir,

**Request for Proposal for developing, maintaining & operating
a MSME Co-working Space**
(RFP No : 400/2019/1421/BYO dated January 01, 2019)

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. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

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

Thanking you,

Yours sincerely,

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

8.8 Annexure – VIII : Commercial Bid – Covering Letter
(To be submitted on Bidder's letter head)

Date: _____

The Dy. General Manager,
Admin & Premises Vertical
Small Industries Development Bank of India,
3rd Floor, Atmaram House,
1, Tolstoy Marg,
New Delhi - 110001

Dear Sir,

Commercial Bid – Covering Letter
RFP No : 400/2019/1421/BYO dated January 01, 2019_

I, the undersigned, offer to provide services for the above-mentioned project, in accordance with your **RFP No : 400/2019/1421/BYO dated January 01, 2019** on "**Request for Proposal for developing, maintaining & operating a MSME Co-working Space**" and our proposal dated[Date]. The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and the other expenses like out-of-pocket expenses that we might incur and there will be no additional charges whatsoever. We will abide by the payment terms as mentioned in the aforesaid RfP.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the proposal, i.e., [Insert date]

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

8.9 Annexure – IX : Commercial Bid

Format A
(Request for Proposal for developing, maintaining & operating a MSME Co-working Space)

RFP No : 400/2019/1421/BYO dated January 01, 2019

[All amount in Indian Rupees (Rs.)]

S.No.	Particulars	Service Type	Monthly Rental	Taxes	Total
1	Development, Maintenance and Operation of MSME Co-Working Space	Support & Development Services			
Total (A)					

** This would include all services as per the scope of the work (chapter 4 of this RFP). The payment shall be made in equal fixed instalment on monthly basis.

Bidder may please make note of the following:

1. The costs must be in Indian Rupees.
2. **The financial quote must be for entire duration of the contract period (i.e. 5 years) which shall be paid out on a monthly basis. In case, the financial quote is not as per above, the evaluating authority shall have rights to reject the bid.**
3. Details of prices which would be taken and method to be followed for commercial evaluation is mentioned in section 6.2.5 of the RfP.
4. No conditions should be stipulated in the commercial bids. The conditional bids shall be rejected.

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

End of RFP Document