

(निविदा सं: 314/2022/1677/ HO1/DCV दिनांक दिसंबर 15, 2021)
(RfP No: 314/2022/1677/ HO1/DCV dated December 15, 2021)

Request for Proposal
Engagement of an agency for study on financing opportunities arising out
of new policy of Gol on Vehicles Scrapping

Minutes of Pre-bid meeting

Pre-bid meeting regarding the Request for Proposal (RfP) was held online through Microsoft teams on December 28, 2021. 2 agencies i.e. E&Y and CRISIL, participated in the pre-bid meeting.

Based on discussions with the prospective bidders during the meeting and queries sent by the bidders, following clarifications and modification of existing clauses in RfP may please be noted for submission of bids.

Last date of submission of bids has been changed from January 10, 2022 to **January 18, 2022 (2:00 p.m.)**.

Details of Annexures are mentioned as under:

SN	Details of Part / Annexure	Particulars
1	Part - I	Pre- Bid Clarifications on General and other clauses of the RfP
2	Part II	Pre- Bid Clarifications on legal clauses of the RfP
3	Annexure I	Important Information
4	Annexure II	Modification of existing clauses in the RfP

Pre-Bid Clarifications – Part I

Important Information:				
SN	Page No.	Clause in the RfP	Query	Response
7	3	Pre-bid meeting: December 28, 2021, at 03:00 p.m. SIDBI Tower, 15, Ashok Marg, Lucknow-226001	In light of the current pandemic, request SIDBI to host the meeting virtually as well.	Pre-Bid meeting was conducted online through Microsoft Teams on December 28, 2021.
8 & 10	3	a. Last date for submission of bids is January 10, 2022 at 2:00 p.m. b. Date & Time for Opening of Minimum Eligibility bid & technical bid January 10, 2022 at 4:00 p.m.	a. Current timeline for 2 weeks from pre bid meeting to the submission is inadequate due to year End break falling in the middle. We would request you to kindly extend the submission date by at least 2 weeks. It is requested if you can extend the last date of bid submission by 2 weeks till January 24, 2022 at 2:00 p.m. b. It is requested if you can extend the Date & Time for Opening of Minimum Eligibility bid & technical bid by 2 weeks till January 24, 2022 at 4:00 p.m.	Last date of submission of bids is extended from January 10, 2022 to January 18, 2022 (2:00 p.m.). Please see revised timelines as per Annexure I . Date & Time for Opening of Minimum Eligibility bid & technical bid is extended from January 10, 2022 to January 18, 2022 (4:00 p.m). Please see revised timelines as per Annexure I .
11	3	Presentation to be made by bidders to the selection committee – to be intimated at a later date.	In light of the current pandemic, request SIDBI to host the meeting virtually.	In light of the current pandemic, it has been decided to host the meeting virtually. Date and time shall be indicated subsequently as advised in the RfP.
1. Section 3.3.1 - Scope of Work				
SN	Page No	Clause in the RfP	Query	Response
3.3.1 (a)	15	Suppliers and manufacturers of plant and machinery for setting up automated vehicle scrapping and recycling manufacturing plant.	Request SIDBI to clarify on the expected deliverables for this point. <ul style="list-style-type: none"> Does the selected agency have to comment on availability of plant and machinery domestically/ to be imported? Does the selected agency have to provide a list of available suppliers and manufacturers? 	Yes. Yes.

			<ul style="list-style-type: none"> Does the selected agency have to provide an indicative list of plant and machinery needed to set up a scrapping and recycling plant along with cost estimates (including or excluding land cost because it may differ significantly from state/district/city/area?) - request clarification on how to address land cost estimates. 	<p>Yes, the selected agency has to provide an indicative list of plant and machinery needed to set up a scrapping and recycling plant along with cost estimates. The cost estimates shall be worked out in both scenarios, viz. including and excluding land cost. The estimates with land cost could also be worked out in different scenarios based on the state / region wise variations.</p>
3.3.1 (a)	15	List of prospective customers in this line of activity who could be approached for funding by SIDBI / banks / NBFCs.	<p>Request SIDBI to clarify on the expected deliverables for this point.</p> <ul style="list-style-type: none"> Prospective customers for automated vehicle scrapping or recycling manufacturing units or both? Indicative number of prospective customers to be provided? Does the selected agency have to provide a region-wise/ cluster-wise list of companies who could set up the automated vehicle scrapping and recycling plant? Does the list have to be based on primary or secondary sourcing? 	<p>For automated vehicle scrapping industry, who may or may not be into recycling.</p> <p>Yes.</p> <p>No.</p> <p>Preference is on primary sourcing. Secondary sourcing could also be resorted into the absence / difficulties involved in primary sourcing.</p>

2. Section - 3.3.2 Key Deliverables / Expected output				
SN	Page no	Clause in the RfP	Query	Response

3.3.2	16	<p>Key deliverables/ expected output:</p> <p>A. Detailed study report. The report shall cover all the areas of SoW and should also lay emphasis on financing opportunities in the sector based on sectoral analysis of existing enterprises & potential for new enterprises. It shall also cover institutional mechanism, initiatives and policy announcements which would pave the way for future growth of the sector.</p> <p>B. Submit new innovative & competitive financial model and its product framework broadly covering delivery model (including eligibility norms, pricing, risk identification and containment strategy, assessment method.</p>	<p>Request SIDBI to specify the format of report (PPT/Word/Excel) to be submitted for both deliverables.</p>	<p>Detailed report in word format. Worksheets may be furnished in Excel. A Ppt presentation would also be needed for summary of the report.</p>
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3. Section 4.1 – Eligibility, On page no. 17 to 19				
SN	Eligibility Criteria	Supporting Required Letter of acceptance for compliance	Query raised	SIDBI's response
4.1 (3)	<p>The consultant should have worked with Bank/FIs/NBFCs on at least one similar project/other MSME related project during past 3 years involving sectoral study, developmental / operational / research projects, etc. The consultant should also have experience in identifying needs of the banking and financial sector, sharing knowledge and enhancing institutional capacities.</p> <p>Similar projects would mean:</p> <ol style="list-style-type: none"> 1) Provided advisory services to Banks/FIs/NBFCs for initiating new line of business for upcoming sectors. 2) Provided advisory services for credit delivery processes for the sector. 3) Any similar projects, as deemed fit by the Bank. 	<p>Certificate of Incorporation / Constitutional Documents</p> <p>Relevant details of the Engagement.</p>	Request SIDBI to include projects carried out for DFI (domestic and global) and other regulatory bodies including government agencies.	DFI is already included in FIs. Regarding projects carried out for other regulatory bodies including government agencies, it could be covered under "Any similar projects, as deemed fit by the Bank".
4.1 (6)	The consultant should be a reputed Firm having an income of at least `25 crore (Rupees Twenty-five Crores only) from research and consulting activities in past 3 years (FY 2019, FY2020, FY2021).	<p>Audited financial Statements (Provisional / Unaudited for FY2021 is allowed).</p> <p>Suitable certification by Statutory / Tax Auditors. In case the Consultant provides non-consultancy services also, the fee from</p>	<p>Since this project is a strategic project for SIDBI, it is requested to increase the income to at least 100 crore from consulting activities.</p> <p>It is requested if it can be modified to "the annual revenue of the agency of atleast INR 100 crore in each</p>	No change.

		consultancy services only will be considered; relevant certificate from Statutory / Tax Auditors will be required.	of the three financial years ending 31 March 2020 (FY 2018-19, 2019-20, 2020-21)" in order to get the proposals from the well-established agencies that have previously worked on similar size assignments and have the capability to deliver the project smoothly over a 2-year period.	
4.1 (11)	The Consultant should not have defaulted to any Bank within the jurisdiction of India.	A self-certified letter to be submitted. Copy of CIBIL Report to be furnished.	<p>Being a debt-free company, CRISIL can provide an undertaking to the effect along with copy of audited financial statements in lieu of the CIBIL Report. Request SIDBI to confirm if the same is suitable.</p> <p>It is requested if you can advise whether both self-certified letter and CIBIL report has to be furnished or either one. Further, if you can advise the signatory of the self-certification letter. Is it the person in charge of the bidder who follows with all the banks or any other person.</p> <p>Also, is there any specific format of the letter or we have attached below the</p>	<p>Accepted, the agency may submit self-certification signed by authorised signatory as documentary evidence. Revised format of the letter is furnished below:</p> <p>(On letterhead of the bidder duly stamped and signed)</p> <p><u>DECLARATION-CUM-CERTIFICATE</u></p> <p><u>TO WHOM SO EVER IT MAY CONCERN</u></p> <p>Ref: Tender No. RFP No_____.</p> <p>This is to declare and certify that the _____ (name) *a company within the meaning of the Companies Act, 2013/ *a Limited Liability Partnership in meaning of the Limited Liability</p>

			<p>draft letter which we can submit if you can advise whether we can go ahead with the same.</p> <p>Subject: Self Declaration of No Default Ref: Tender No. RFP No Date: To ----- -----</p> <p>We hereby confirm that bidder identity number xxxxxx within the meaning of the Limited Liability Partnership Act, 2008 (Bidder with registration no. xxxxxxxx) and having its registered office at Xxxxxx, India has made no defaults in any of its loan accounts in the form of Working Capital Demand Loan (WCDL) /Overdraft (OD)/ Packing Credit in Foreign Currency (PCFC), maintained with banks, during the FY 2020-21 & till the date of this declaration during current financial year.</p> <p>Authorised Signatory</p>	<p>Partnership Act, 2008/ *a firm within the meaning of Partnership Act, 1932 ("the Bidder") has neither defaulted to any Bank / RBI/ NABARD/ IBA / SEBI/ any regulatory authority nor has been blacklisted / debarred by such Banks/ institutions/ authorities within the jurisdiction of India.</p> <p>Further, this is to declare and certify that the Bidder does not have any legal, civil, criminal, taxation and other cases pending against it which may have any impact affecting or compromising the delivery of services required.</p> <p>Name: Designation: Date:</p>
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4.1 Notes (b)	Notes to Eligibility criteria	<p>Completion Letter/ Reference Letter (Format given) from relevant Senior Executive of the client to be attached for each engagement reference mentioned. Wherever completion letter could not be furnished due to confidentiality reasons, engagement letters would be accepted as documentary proof subject to satisfaction of SIDBI.</p> <p>Further, completion letters (i.e. the ones obtained by consultants immediately after previous engagements were completed) dated earlier to this RfP would be allowed subject to satisfaction of SIDBI.</p>	It is requested if the copy of Contract / work order should suffice for the completed projects where completion letters could not be furnished due to any reason.	Copy of Contract / work order would suffice for the completed projects where completion letters could not be furnished due to any reason beyond the control of the agency.
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4. Section 6.3 (A), Technical Evaluation

SN	Page No	Clause in the RfP	Query	Response / clarification
2	26	The consultant should have worked with Bank/FIs/NBFCs on at least one similar project/other MSME related projects during past 3 years involving sectoral study, developmental / operational / research projects, etc. The consultant should also have experience in identifying needs of the banking and financial sector, sharing knowledge and enhancing institutional capacities.	It is requested if the bidders can show the ongoing projects as well along with the completed projects. It is requested if the copy of Contract / work order should suffice for the completed projects.	<p>Yes, bidders can show the ongoing projects may also be shown along with the completed projects. However, completed projects would be given more weightage during technical evaluation of bids.</p> <p>Copy of Contract / work order would suffice for the completed projects.</p>

		<ul style="list-style-type: none"> • At least one project during past 3 years- 5 Marks • More than one but less than projects during past 3 years: 10 Marks • More than 3 projects during past 3 years- 20 Marks 		
3	26	<p>The consultant should be a reputed Firm having an income of at least `25 crore (Rupees Twenty-five Crores only) from research and consulting activities in past 3 years (FY 2019, FY2020, FY2021). Only the income / revenue from management consultancy / advisory services would be considered for evaluation.</p> <ul style="list-style-type: none"> • Income / Revenue of `25 crore – 5 Marks • Income / Revenue more than `25 crore but less than `50 crore – 10 Marks • Income / revenue more than `50 crore – 15 Marks 	<p>It is requested if it can be changed to “The consultant should be a reputed Firm having an income of at least `100 crore (Rupees Hundred Crores only) from research and consulting activities in past 3 years (FY 2019, FY2020, FY2021). Only the income / revenue from management consultancy / advisory services would be considered for evaluation.</p> <ul style="list-style-type: none"> • Income / Revenue of 100 crore – 5 Marks • Income / Revenue more than `100 crore but less than `250 crore – 10 Marks • Income / revenue more than `250 crore – 15 Marks”. 	No change.
4	26	<p>The Consultant should have in- house capability to take up assignment on its own but not through any associates. Joint and collative bids will not be accepted. Full-time professional staff engaged exclusively in consulting services (Number of staff) in India as on March 31, 2021.</p> <p>>=50 employees: 15 marks >=25 to < 50 employees: 10 marks >=10 to <25 employees: 5 marks</p>	<p>It is requested if the eligibility can be modified as follows:</p> <p>Full-time professional staff engaged exclusively in consulting services (Number of staff) in India as on March 31, 2021.</p> <p>>=1000 employees: 15 marks >=500 to < 1000 employees: 10 marks</p>	No change.

		<10 employees: 0 marks	>=250 to <500 employees: 5 marks <250 employees: 0 marks	
5	26	Approach and methodology adopted by the consultant – 40 marks	Request SIDBI to clarify the break-up of marks allotted to Approach & Methodology and Presentation.	Presentation shall be assessed on a holistic / wholesome basis on all the parameters forming part of Scope of Work, Key Deliverables and proposed timelines. Further, clarity on approach and methodologies to achieve objectives of the assignment along with exhaustiveness of the response shall also form part of the assessment.

5. Section 6.4 Final Selection of the eligible bidder on Page no. 27

<p>Normalization - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.</p> <p>Query Kindly clarify the clause as the clause is not clear.</p>	<p>In case of any possible ambiguity / technical glitches in evaluation process observed due to mis-interpretation of the eligibility criteria, scope of work, etc. by bidders, SIDBI reserves the right to go for a normalisation / regularisation process after technical evaluation where revised bids may be sought.</p>
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6. Section 7.6 Tenure on page no. 32

<p>The Consultant will be appointed for a period upto 5 weeks from the date of appointment, which inter-alia shall include the period of successful implementation. However, this would be subject to satisfactory performance during periodic reviews which would be solely adjudged by SIDBI. In case the performance of the consultant is deemed unsatisfactory, the contract will be terminated as per the provision of the "termination of contract" clause mentioned in this RFP. SIDBI, at its discretion, in larger interest of the project may extend the services of Consultant for partnering for a further period of not exceeding 2 weeks on the same terms and conditions.</p> <p>Query</p>	<p>It is proposed to change the clause as follows:</p> <p>“The Consultant will be appointed for a period upto 7 weeks from the date of appointment, which inter-alia shall include the period of successful implementation. However, this would be subject to satisfactory performance during periodic reviews which would be solely adjudged by SIDBI. In case the performance of the consultant is deemed unsatisfactory, the contract will be terminated as per the provision of the "termination of contract" clause mentioned in this RFP. SIDBI, at its discretion, in larger interest of the project may extend the services of Consultant for partnering for a further</p>
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<p>It is an extensive project, and all the key deliverables needs to be very detailed. Similar projects typically require minimum 8-10 weeks of time to complete. It is requested if you can change the timeline to minimum 10 weeks to provide a well-rounded report matching your expectations and the requirements of the terms of reference.</p>	<p>period of not exceeding 2 weeks on the same terms and conditions (including cost).</p>
<p>7. Section 7.8 Payment terms on page no. 32</p>	
<p>SIDBI will release the payment of the agreed fee to the selected Consultant after deduction of applicable taxes at source. Further, payments will be made as per the tentative schedule / terms mentioned below:</p> <ul style="list-style-type: none"> - 50% upon on receipt of interim report to the satisfaction of SIDBI - Additional 25% on receipt of final report to the satisfaction of SIDBI - Balance 25% on acceptance of final report. <p>Query 1 It is requested if you can modify the payment terms as per following schedule:</p> <ul style="list-style-type: none"> - 25% upon start of the project - Additional 25% upon on receipt of interim report to the satisfaction of SIDBI - Additional 25% on receipt of final report to the satisfaction of SIDBI - Balance 25% on acceptance of final report. <p>Query 2 Request SIDBI to clarify the difference between the two milestones: 'to the satisfaction of SIDBI' and 'acceptance of final report'</p>	<p>No change.</p> <p>'Receipt of final report to the satisfaction of SIDBI" means completeness of the report in all respects, with no gaps / errors. 'Acceptance of final report' means final acceptance of all the contents / recommendations / action points in the report.</p>
<p>8. Section No. 7.17 Workspace and administrative requirements, on page no.34</p>	
<p>The key persons identified by the selected Bidder for the project should carry out their activities from SIDBI's Office located at Lucknow / New Delhi (as directed by the Bank) or from any other suitable location as provided by the Bank. The Bidder may indicate their administrative requirement to the Bank well in advance. No charges would be applicable to the Bidder for the same.</p> <p>Query Request SIDBI to clarify if the selected agency can carry out the assignment from its own premises in Mumbai?</p>	<p>The key persons identified by the selected Bidder for the project can work from their respective location and can visit the office as and when required or directed by SIDBI / Work requirement.</p>

<p>Kindly advise if all the three persons identifies needs to be deployed at SIDBI office in Lucknow or any other office as directed by SIDBI or they can work from their respective location and can visit the office as and when required or directed by SIDBI / Work requirement.</p>	
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Pre-Bid Clarifications – Part II

9. Section 7.13 Compliance in obtaining approvals/ permissions/ licenses on Page no. 33

<p>The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.</p> <p>Query- As per our legal department, Indemnification is not acceptable. We would therefore request to remove the clause or limit the liability upto the value of the contract.</p>	<p>Indemnity clauses are an integral part of any commercial arrangement which are incorporated to protect the party, which is not at fault, from the financial loss, it may suffer because of an act or omission of the party at fault.</p> <p>The penal provision under any law of the land cannot be a ground for absolving the party at fault from its financial liability towards the other party who suffers losses for such faults/irregularities/infringements committed by other party.</p> <p>We have no comments to offer on the policies of the Bidder. Call has to be taken by the Bidder himself.</p> <p>Hence, no change.</p>
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10. Section No. 7.19 Rights in Intellectual Property and Material, on page no.35

<p>In order to perform the services, the Bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep SIDBI harmless and indemnify SIDBI from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.</p> <p>Query</p>	
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<p>As per our legal department, Indemnification is not acceptable. We would therefore request to remove the clause or limit the liability upto the value of the contract.</p> <p>It is requested if you can accept the clause mentioned below for IPR, which can be added in the RFP: "The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the agency own in performing the Services. Notwithstanding the delivery of any Reports, the agency retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the agency compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement".</p>	<p>Regarding indemnity clauses, as explained at S.No.9 above.</p> <p>The existing clause already prescribes that only those Trademarks and Copy Rights in respect of development done by the Bidder exclusively on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI.</p> <p>"All the rights relating to the Trademarks and Copy Rights in respect of development done by the Bidder exclusively on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI."</p> <p>Hence, no change.</p>
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11. Section No. 7.20 Confidentiality, on page no.35

<p>Query</p> <p>It is requested if you can add and accept the clause below for Confidentiality which can be added in the RFP:</p> <p>"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 years from the date of termination of this Agreement."</p>	<p>The confidentiality provision of the RfP is for the term of the contract PLUS two years. Further, even with respect to the confidential information pertaining to the Bank's data or the Bank's customer and employees' personal data, is also not for the indefinite period, if the Bidder returns or destroys such information which is available with it.</p> <p>It may be mentioned that the Bank is also required by banking secrecy or such other laws to maintain secrecy indefinitely.</p> <p>Hence, no change.</p>
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12. Section No. 7.22 Termination, on page no.39

<p>Query It is requested if you can add and accept the clause below for Termination which can be added in the RFP: "Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determine that the Consultant can no longer provide the Services in accordance with applicable law or professional obligations."</p>	<p>The RfP provides the eventualities in which the Bidder shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.</p> <p>Hence, the contract or part of the contract which may become prohibited by change in applicable law shall be covered under the act of Gol and thus will be treated as an event of Force Majeure.</p> <p>Hence, no change.</p>
<p>13. Section No. 7.23 Arbitration, (ii) Dispute resolution and (iii) Resolution of disputes, on page nos.40 and 41</p>	
<p>Query It is requested if you can add and accept the clause below for Dispute Resolution which can be added in the RFP: "1.1 Any dispute arising out of or in connection with this Agreement shall be referred by written notice: 1.1.1 first to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; and 1.1.2 failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of Agency (together the "Senior Service Managers") who shall meet and endeavour to resolve the dispute between them within ten (10) Business Days of such notice (the "Senior Service Managers' Meeting"). The joint written decision of those Senior Service Managers shall be binding on the Parties.</p>	<p>These are standard clauses of RfP documents. Hence, no change.</p>

<p>1.2 If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 (as amended). The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in New Delhi. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties."</p>	
<p>14. Section No. 7.27 Violation of terms, on page no.42</p>	
<p>The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.</p> <p>Query Liability of the bidder should not be more than value of the contract.</p>	<p>These are standard clauses of RfP documents. Hence, no change.</p>
<p>15. Section No. 7.28 Limitation of Liability, on page nos.42 and 43</p>	
<p>Bidder's liability in case of claims by the Bank resulting from Wilful Misconduct or Gross Negligence of the Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>Query Liability of the bidder should not be more than value of the contract.</p> <p>It is requested if you can add and accept the clause below for Limitation of liability which can be added in the RFP:</p> <p>" The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the</p>	<p>No change, as explained in S.No.12.</p>

Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."

The Bidder shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions, the cause thereof and the change that is necessitated due to the conditions. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. SIDBI may terminate the contract or suspend its performance. In such an event the Bidder shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.

Query

It is requested if you can add and accept the clause below for Force Majeure, which can be added in the RFP:

" i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services

<p>(ii) Where Agency Personnel are required to be present at Client's premises, Agency will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an agency resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	
16. Section No. 7.33 Adherence to Standards, on page no.44	
<p>The selected Bidder shall allow the Reserve Bank of India (RBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by the selected Bidder relating to this RFP, within a reasonable time failing which selected Bidder will be liable to pay any charges/penalty levied by RBI. The selected Bidder shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to the Bank or this RFP by one or more of RBI officers or employees or other persons duly authorized by RBI.</p> <p>Query The Firm can provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the Firm's premises.</p>	<p>The existing clause nowhere requires the Bidder to furnish information pertaining to other clients. The records of the bidders to be made available to SIDBI or its designees is limited to the matters covered by this Tender document/ subsequent order.</p> <p>Regarding audit/ inspection by RBI also, the responsibility of the Bidder is limited to provide the information/ documents pertaining to this RfP only.</p> <p>Hence, no change.</p>
17. Section No. 7.37 Right to visit, on page no.45	
<p>All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. SIDBI, including its regulatory authorities like Reserve Bank of India (RBI), etc. reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development / customization site of the Bidder or where the services are being rendered by the Bidder. The Bank and its authorized representatives, including regulator like RBI shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided</p>	<p>As explained at S.No.16 above.</p>

<p>by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.</p> <p>Query The Firm can provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the Firm's premises.</p>	
<p>18. Section No. 7.38 Audit, on page no.45</p>	
<p>The Bidder shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the agency, directly related to the services.</p> <p>Query The Firm can provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the Firm's premises.</p>	<p>As explained at S.No.16 above.</p>

Important Information / महत्वपूर्ण सूचना
(RFP No.: 314/2022/1677/HO1/DCV dated December 15, 2021)

Annexure I

SN	कार्यक्रम / Events	विवरण/ Particular दिनांक और समय / Date & Time
8	बोली जमा करने की अंतिम तिथि / Last date for submission of bids	January 18, 2022 at 2:00 p.m. SIDBI Tower, 15, Ashok Marg, Lucknow – 226001
9	बोली जमा करने का पता / Address for Bid Submission	E- bids (over E-mail - rfp.dcv@sidbi.in along with mail of coordinators to be marked in CC as given below) to be furnished. Evaluation process would be based on E-bids submitted by the bidders; however, the bidders shall also ensure that physical copies of the bids are submitted in due course for record purpose, on or before January 25, 2022 . Password of the Technical Bid shall be submitted after 14:00 hours and before 16:00 hours on January 18, 2022 on mail ids of officials of SIDBI as mentioned below. Address for Submission of physical copies: The Deputy General Manager Small Industries Development Bank of India, 3rd Floor, Direct Credit Vertical SIDBI Tower, 15, Ashok Marg Lucknow, Uttar Pradesh – 226001 www.sidbi.in Phone: 0522 - 2288546-50 / 0522 – 4259700
10	पात्रता एवं तकनीकी बोली खोलने की तिथि व समय / Date & Time for Opening of Minimum Eligibility bid & technical bid	January 18, 2022 at 4:00 p.m. SIDBI Tower, 15, Ashok Marg, Lucknow – 226001

Annexure II

Modification of existing clauses in the RFP

Section 5.2- RFP response documents- Page no.23

The revised clauses of S.Nos. xi and xii of Section 5.2 shall be as under:

S.No.xi

The Bid must be submitted online on the designated email ids and physical copies of the Bid, for record purpose, may be submitted to the Bank at the following address:

The Deputy General Manager
Small Industries Development Bank of India,
3rd Floor, Direct Credit Vertical
SIDBI Tower, 15 - Ashok Marg
Lucknow, Uttar Pradesh – 226001
www.sidbi.in || Phone: 0522 - 2288546-50 / 0522 – 4259700

S.No.xii

Modalities for submission of E-bids is attached as **Annexure XV**.

Section 7.5- Project timelines- Page nos.31 and 32

The revised clauses of S.Nos.2 and 3 of Section 7.5 shall be as under:

S.No.2

"The mobilization shall be at the earliest depending upon completion of formalities related to award of contract / assignment and is expected to be from **late January 2022**. The assignment will last for a period of **7 weeks** (including tenure of implementation support)."

S.No.3

The reference date for purpose of counting all timelines as mentioned below would be the date of award of the Contract. The project timelines are as follows:

- ✓ **Interim Report** – Within **5 weeks** from date of assignment.
- ✓ **Final Report** – Within **7 weeks** from the date of Assignment.

Section 7.6- Tenure- Page no.32

The revised clause shall be as under:

"The Consultant will be appointed for a period upto **7 weeks** from the date of appointment, which inter-alia shall include the period of successful implementation. However, this would be subject to satisfactory performance during periodic reviews which would be solely adjudged by SIDBI. In case the performance of the consultant is deemed unsatisfactory, the contract will be terminated as per the provision of the 'termination of contract' clause mentioned in this RFP. SIDBI, at its discretion, in larger interest of the project may extend the services of Consultant for partnering for a further period of not exceeding 2 weeks on the same terms and conditions (including cost)".

Annexure XV- Modalities for submission of E-bids- Page no.72

The revised clause shall be as under:

The interested bidders shall submit the E-Bids / Proposals to designated E-mail Ids only in place of physical submission. Evaluation process would be based on E-bids submitted by the bidders; however, the bidders shall also ensure that physical copies of the eligibility and technical bids only are also submitted in due course, for record purpose, on or before **January 25, 2022**.

While submitting the soft copies of the bids, the bidder shall prepare three (03) zip files as per the following for submission to SIDBI through email:

1. Zip File 01 - Minimum Eligibility Bid.zip (containing all the necessary information / templates / annexure to be provided as per the tender document)
2. Zip File 02 – Password protected Technical Bid.zip (containing all the necessary information / templates / annexure to be provided as per the tender document).

Password of the Technical Bid shall be submitted after 14:00 hours and before 16:00 hours on **January 18, 2022** on mail ids of officials of SIDBI as mentioned under "Important Information" on page 4 of this RFP document.

3. Zip File 03 – Password protected Commercial Bid.zip (as per the format provided in the tender).

a) **Note:**

- ✓ In case the file size of the Zip File 01 & 02 (as above) is very high and the bidders faces any challenges in sending these files (as attachments) in the mail, the bidder may also opt for providing the "One Drive" or "Google Drive" downloadable link (without any restriction / authorization required) for these zip file.
- ✓ It is clarified that the Zip File 03 – Commercial Bid.zip should mandatorily has to be enclosed in the mail and should not be provided through a downloadable link.
- ✓ Multiple mails for submitting the bids should be avoided. In case of multiple submissions by the Bidder, the first submission made will be given precedence. The soft copies of the bids as per the instructions indicated above, should be submitted to the email ids mentioned under "Important Information" on page no. 3 & 4 of this RFP document.
- ✓ The bids received within the deadline i.e. **January 18, 2022** (14:00 hours) only shall be considered for further evaluation. It is clarified that any delay / lag due to connectivity of for whatsoever reason leading to delay in submission of the proposal shall be not accepted by SIDBI. Bidder to ensure that the proposal reaches to SIDBI Inbox through email before the deadline.
- ✓ Submission of bids by emails is only allowed.
- ✓ The Cover letter for Bid must be submitted to the Bank at the following address:

The Deputy General Manager
Small Industries Development Bank of India,
3rd Floor, Direct Credit Vertical
SIDBI Tower, 15 - Ashok Marg
Lucknow, Uttar Pradesh – 226001
www.sidbi.in || Phone: 0522 - 2288546-50 / 0522 – 4259700

Notes b, c and d of the Annexure XV shall remain unchanged.
