



**Request for Proposal for Selection of Implementing/Partner Agency(ies) to
'Roll out Swavalamban Connect Kendras'**



**भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India**

Ref No. SIDBI/ T000294060 dated June 09, 2023

उत्तर प्रदेश, बिहार, झारखंड, कर्नाटक, महाराष्ट्र, उड़ीसा, तेलंगाना और राजस्थान राज्यों के 284 चयनित जिलों में स्वावलंबन कनेक्ट केंद्र स्थापित
एवम संचालित करने के लिए क्रियान्वयन/साझेदार एजेंसी/एजेंसिस के चयन हेतु प्रस्ताव का अनुरोध
**Request for Proposal for Selection of Implementing/Partner Agency(ies) to 'Roll out Swavalamban Connect Kendra
in 284 identified districts in states of Uttar Pradesh, Bihar, Jharkhand, Karnataka, Maharashtra, Odisha, Telangana
and Rajasthan.'**

टेंडर सं. / Tender No.	T000294060
टेंडर जारी करने की तिथि / Tender Issue Date	09-जून-2023/09-06-2023
Pre-Bid meeting / पूर्व-बोली बैठक	15-जून-2023/15-06-2023
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	10-जुलाई-2023/10-07-2023

जारीकर्ता

Issued by:

भारतीय लघु उद्योग विकास बैंक विकास एवम प्रभाव कार्यक्रम, छठा तल, सिडबी टावर, लखनऊ प्रधान कार्यालय 15, अशोक मार्ग, लखनऊ - 226001	Small Industries Development Bank of India Programmes for Development and Impact, 6th Floor, SIDBI Tower, Lucknow Head Office, 15, Ashok Marg, Lucknow - 226001
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1. महत्वपूर्ण जानकारी/Critical Information

S.No. क्र.सं.	Events / कार्यक्रम	विवरण/ Particular दिनांक और समय/ Date and Time
1	निविदा संख्या एवं जारी तिथि Tender No & issue date	T000294060 09-जून-2023
2	निविदा का संक्षिप्त विवरण Brief description of tender	<p>उत्तर प्रदेश, बिहार, झारखंड, कर्नाटक, महाराष्ट्र, उड़ीसा, तेलंगाना और राजस्थान राज्यों के 284 चयनित जिलों में स्वावलंबन कनेक्ट केंद्र स्थापित एवम संचालित करने के लिए क्रियान्वयन/साझेदार एजेंसी/एजेंसिस के चयन हेतु प्रस्ताव का अनुरोध।</p> <p>नोट: एक एजेंसी कई राज्यों के लिए आवेदन कर सकती है। प्रत्येक राज्य के लिए, सभी आवश्यकताओं के साथ अलग आवेदन संलग्न किया जाना आवश्यक है, वरना आवेदन खारिज कर दिया जाएगा।</p> <p>Request for Proposal for Selection of Implementing/Partner Agency(ies) to 'Roll out Swavalamban Connect Kendra in 284 identified districts in the states of Uttar Pradesh, Bihar, Jharkhand, Karnataka, Maharashtra, Odisha, Telangana and Rajasthan</p> <p>Note: An Agency can apply for any number of States. For each state, separate application along-with all requirements is necessary to be enclosed, else application will be rejected.</p>
	चयन का तरीका Method of selection	<p>गुणवत्ता और लागत आधारित चयन</p> <p>तकनीकी भारांक 75%</p> <p>वित्तीय भारांक 25%</p> <p>Quality and Cost based selection (QCBS)</p> <p>Technical weightage 75%</p> <p>Financial weightage 25%</p>
	अनुबंध की अवधि Contract duration	<p>कार्यान्वयन के 5 वर्ष और हैंडहोल्डिंग (मार्गदर्शन) का 1 वर्ष।</p> <p>5 years of implementation and 1 year of handholding</p>
3	निविदा शुल्क (गैर-वापसी योग्य और जीएसटी सहित) Tender Fee (Non-refundable and inclusive of GST)	<p>₹ 1,180/- (रुपए एक हजार एक सौ अस्सी मात्र)</p> <p>[सूक्ष्म और लघु उद्यम (एमएसई) तथा औद्योगिक नीति और संवर्धन विभाग (डीआईपीपी), जिसका नाम अब उद्योग एवं आंतरिक व्यापार संवर्धन विभाग (डीपीआईआईटी) कर दिया गया है, में पंजीकृत स्टार्टअप निःशुल्क निविदा/आरएफपी सेट के लिए पात्र होंगे।]</p> <p>नोट: प्रत्येक राज्य के लिए निविदा शुल्क अलग-अलग जमा किया जाना आवश्यक है, वरना आवेदन खारिज कर दिया जाएगा।</p> <p>₹ 1,180/- (Rupees One Thousand One Hundred Eighty only)</p> <p>[Micro and Small Enterprises (MSEs) and Startups registered with Department of Industrial Policy and Promotion (DIPP) now renamed as Department for Promotion of Industry and Internal Trade (DPIIT) would be entitled for tender/RFP sets free of cost].</p> <p>Note: Tender fee is required to be submitted separately for each state, else the application will be rejected.</p>

4	बयाना राशि Earnest Money Deposit	<p>बोली के साथ ब्याज-मुक्त, वापसी-योग्य राशि जमा की जाएगी / राज्यवार राशि निम्नलिखित है :</p> <p>Bids shall be accompanied by refundable and interest free earnest money deposit (EMD). State-wise amount indicated below:</p> <table><tr><th>क्रमांक/ S. No.</th><th>राज्य का नाम/ Name of State</th><th>जिलों की संख्या/ No. of Districts</th><th>बयाना जमाराशि (रुपये इन लाख)/EMD Amount (Rs. in lakh)</th></tr><tr><td>1</td><td>उत्तर प्रदेश / Uttar Pradesh</td><td>75</td><td>14.26</td></tr><tr><td>2</td><td>बिहार / Bihar</td><td>35</td><td>6.76</td></tr><tr><td>3</td><td>झारखंड/ Jharkhand</td><td>16</td><td>3.20</td></tr><tr><td>4</td><td>कर्नाटक/ Karnataka</td><td>31</td><td>6.02</td></tr><tr><td>5</td><td>महाराष्ट्र/ Maharashtra</td><td>35</td><td>6.76</td></tr><tr><td>6</td><td>ओडिशा/ Odisha</td><td>27</td><td>5.26</td></tr><tr><td>7</td><td>तेलंगाना/ Telangana</td><td>32</td><td>6.20</td></tr><tr><td>8</td><td>राजस्थान/ Rajasthan</td><td>33</td><td>6.38</td></tr></table> <p><i>[Micro and Small Enterprises (MSEs) and Startups registered with Department of Industrial Policy and Promotion (DIPP) now renamed as Department for Promotion of Industry and Internal Trade (DPIIT) would be exempted from payment of earnest money deposit (EMD)].</i></p>	क्रमांक/ S. No.	राज्य का नाम/ Name of State	जिलों की संख्या/ No. of Districts	बयाना जमाराशि (रुपये इन लाख)/EMD Amount (Rs. in lakh)	1	उत्तर प्रदेश / Uttar Pradesh	75	14.26	2	बिहार / Bihar	35	6.76	3	झारखंड/ Jharkhand	16	3.20	4	कर्नाटक/ Karnataka	31	6.02	5	महाराष्ट्र/ Maharashtra	35	6.76	6	ओडिशा/ Odisha	27	5.26	7	तेलंगाना/ Telangana	32	6.20	8	राजस्थान/ Rajasthan	33	6.38
क्रमांक/ S. No.	राज्य का नाम/ Name of State	जिलों की संख्या/ No. of Districts	बयाना जमाराशि (रुपये इन लाख)/EMD Amount (Rs. in lakh)																																			
1	उत्तर प्रदेश / Uttar Pradesh	75	14.26																																			
2	बिहार / Bihar	35	6.76																																			
3	झारखंड/ Jharkhand	16	3.20																																			
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6	ओडिशा/ Odisha	27	5.26																																			
7	तेलंगाना/ Telangana	32	6.20																																			
8	राजस्थान/ Rajasthan	33	6.38																																			
5	बोली-पूर्व बैठक में स्पष्टीकरण जानने की अंतिम तिथि Last date for seeking clarifications for pre-bid meeting	<p>13-जून-2023 रात्रि 11:59 बजे तक</p> <p>बोली पूर्व स्पष्टीकरण मांगने/जमा करने का प्रारूप पैरा 4.6.7 के अनुसार। आरएफपी से संबंधित सभी प्रश्न केवल लिखित रूप में होने चाहिए और pdisc@sidbi.in पर ईमेल के माध्यम से भेजे जाने चाहिए</p> <p>June 13, 2023, by 11:59 p.m.</p> <p>[सूक्ष्म और लघु उद्यम (एमएसई) तथा औद्योगिक नीति और संवर्धन विभाग (डीआईपीपी), जिसका नाम अब उद्योग एवं आंतरिक व्यापार संवर्धन विभाग (डीपीआईआईटी) कर दिया गया है, में पंजीकृत स्टार्टअप को बयाना जमा राशि (ईएमडी) के भुगतान से छूट रहेगी]</p> <p>The format of seeking/ submission of pre-bid clarification(s) as per para 4.6.7. All queries relating to the RFP must be in writing only and to be sent via email on pdisc@sidbi.in</p>																																				
6	पूर्व-बोली बैठक (पूर्व-बोली बैठक के बाद कोई स्पष्टीकरण नहीं दिया जायेगा Pre-Bid meeting (No clarifications would be given after pre-bid meeting)	<p>15-जून-2023 अपराह्न 15:00 बजे</p> <p>उक्त बैठक एम एस टीम पर आभासी पटल / ऑनलाइन आयोजित की जाएगी। विस्तृत जानकारी के लिए खंड सं. 4.6 देखें।</p> <p>June 15, 2023 at 1500 hrs</p> <p>The meeting shall be virtual/online over MS Teams Call. For further details, refer clause no. 4.6</p>																																				

7	बोली जमा करने की अंतिम तिथि Last date for submission of bids	10-जुलाई-2023 रात्रि 11:59 बजे तक ई-बोलियाँ केवल ईमेल ही पर प्रस्तुत की जाएँगी। भौतिक बोलियों पर विचार नहीं किया जाएगा। July 10, 2023 by 11:59 pm E-bids to be furnished over e-mail only. No physical bids shall be entertained.
8	बोली/पूर्व बोली जमा करने का पता Address for Bid or pre-bid submission	प्री-बिड पूछताछ/बोलियाँ केवल निर्दिष्ट ई-मेल pdisc@sidbi.in पर ही भेजी जा सकती हैं/ The pre-bid queries / bids may please be submitted over specified e-mail id(s) only at pdisc@sidbi.in
9	न्यूनतम पात्रता बोली व तकनीकी बोली खोलने की तिथि व समय Date & Time of Opening of Minimum Eligibility bid & Technical bid	11-जुलाई-2023 अपराह्न 15:00 बजे July 11, 2023 at 1500 hours
10	वाणिज्यिक बोली खोलने की तिथि व समय Date and time of opening of commercial bids	बाद में सूचित किया जायेगा To be intimated later
11	बोली की वैधता Bid Validity	बोली जमा करने की अंतिम तिथि से 180 तक 180 days from the last date of bid submission.
12	बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ Presentations to be made by bidders	बोलीदाताओं से अपेक्षित है कि वे प्रस्तुतीकरण की व्यवस्था करें। बोली जमा करने के बाद तिथि की सूचना दी जाएगी। The bidders are required to arrange for Presentation. Date would be intimated after bid submission.
13	सिडबी अधिकारियों के संपर्क विवरण/ श्री प्रमोद यादव सहायक महाप्रबंधक छठा तल "सिडबी टॉवर", प्रधान कार्यालय 15 अशोक मार्ग, लखनऊ - 226001 उत्तर प्रदेश Shri Pramod Yadav Assistant General Manager 6th Floor "SIDBI Tower", Head Office 15 Ashok Marg, Lucknow - 226001, Uttar Pradesh Phone: 0522-4259629 E-mail: pdisc@sidbi.in	Contact details of SIDBI officials श्रीमती रूबी पाहुजा प्रबंधक छठा तल "सिडबी टॉवर", प्रधान कार्यालय 15 अशोक मार्ग, लखनऊ - 226001 उत्तर प्रदेश Smt. Ruby Pahuja Manager 6th Floor "SIDBI Tower", Head Office 15 Ashok Marg, Lucknow - 226001, Uttar Pradesh Phone: 0522-4259625 E-mail: pdisc@sidbi.in

2. सक्षिप्तियाँ/शब्दावली/परिभाषाएँ

Abbreviations / Terminology/Definitions

Acronym	Description
RFP	Request for Proposal
Tender	Tender shall mean pre-qualification/eligibility, Technical and Financial Bid
Recipient/ Respondent	Bidder/Contractor/Vendor/Service Provider
SIDBI	Small Industries Development Bank India/Bank
Buyer	SIDBI
EMD	Earnest Money Deposit
DFI	Development Financial Institutions
MoSME	Ministry of MSME
MSEs	Micro and Small Enterprises
DPIIT	Department for Promotion of Industry and Internal Trade
ITI	Industrial Training Institutes
SCKs	Swavalamban Connect Kendras
IA/PA	Implementing Agency/Partner Agency
PMU	Project Management Unit
DIC	District Industries Centre
LDM	Lead District Manager
RSETIs	Rural Self Employment Training Institutes
NRLM	National Rural Livelihood Mission
SRLM	State Rural Livelihoods Mission
MUDRA	Micro Units Development & Refinance Agency Limited
PMEGP	The Prime Minister's Employment Generation Programme
EAP	Entrepreneurship Awareness Program
EDP	Enterprise Development Programme
ONDC	Open Network for Digital Commerce
GeM	Government E-Market Place
Enterprise	Any legal entity i.e. individual, proprietorship, partnership, LLP, company or any other registered entity for carrying legally permitted non-farm business activity (manufacturing, service, trading) would be treated as enterprise. The enterprise should be registered under Udyam registration of MoMSME.
Enterprise Creation	Green field enterprise creation /New enterprise established and became operational and registered under Udyam registration of MoMSME.
Enterprise Grounding	Green field enterprise creation /New enterprise created/Formalization and is credit linked to a formal financial institution for the required investment and has received first disbursement.
Formalization	Any unit which is getting udyam registration for the first time with the support of SCK. Units which are already registered under Entrepreneurs Memorandum/Aadhaar Memorandum will be excluded.
Handholding	Support or guidance to someone during a learning process or a period of change after enterprise creation and/or enterprise grounding.

3. Introduction and Disclaimers

3.1. Preface

- 3.1.1. This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling SIDBI to select **Implementing/Partner Agency(ies) to 'Roll out Swavalamban Connect Kendras in 284 identified districts in the states of Uttar Pradesh, Bihar, Jharkhand, Karnataka, Maharashtra, Odisha, Telangana and Rajasthan.**
- 3.1.2. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

3.2. Information Provided

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

3.3. Disclaimer

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

3.4. Costs to be borne by Respondent(s)

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any

additional information required by SIDBI, will be borne entirely and exclusively by the Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

3.5. No Legal Relationship

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

3.6. Recipient Obligation to Inform Itself

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

3.7. Evaluation of Offers

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

3.8. Acceptance of Terms and Selection Process

- 3.8.1.** A Recipient will, by responding to the Bank for RFP, be deemed to have accepted the terms of this RFP.
- 3.8.2.** Each Recipient / Respondent having responded to this RFP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RFP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.
- 3.8.3.** All claims for functional / technical delivery made by the bidders in their responses to the RFP shall be assumed as deliverable, within the quoted financials.

3.9. Errors and Omissions

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

3.10. Proposal Ownership

All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

3.11. Non-Transferable Offer



Request for Proposal for Selection of Implementing/Partner Agency(ies) to 'Roll out Swavalamban Connect Kendras'

This RFP is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

3.12. 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.

4. Information to Bidders

4.1. Tender form cost

- 4.1.1. Non-refundable tender form cost of requisite value as specified in "Critical Information" section of RFP by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favoring '**Small Industries Development Bank of India**', payable at Lucknow OR direct deposit to SIDBI account and submission of proof along with bid. Details of SIDBI Account are given in **Section 4.3**.
- 4.1.2. The Bank may, at its discretion, reject any Bidder where the tender form cost has not been furnished with the RFP response.
- 4.1.3. MSEs registered with Udyam Registration Portal, District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are entitled for tenders/RFP for free of cost. Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs.
- 4.1.4. Startups registered with Department of Industrial Policy and Promotion (DIPP) now renamed as Department for Promotion of Industry and Internal Trade subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017) would also be entitled for tender sets free of cost. Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as Startups.
- 4.1.5. Definition of MSEs shall be governed by MSMED Act 2006 and subsequent amendments.
- 4.1.6. In the event of tender getting cancelled, the cost of tender form will not be refunded. In case the tender is cancelled and re-floated, the bidder who had submitted tender fee against earlier tender will be exempted from payment of bid price.

4.2. Earnest Money Deposit (EMD)

- 4.2.1. All the responses must be accompanied by a refundable interest free security deposit of requisite value as specified in "**Critical Information**" section of RFP.
- 4.2.2. EMD should be in the form of
- i. Demand Draft / Pay order / Bankers Cheque in favour of "Small Industries Development Bank of India" payable at Lucknow.
 - or**
 - ii. Bank Guarantee (BG) from a Scheduled Commercial Bank valid for a minimum period of 6 months with an additional claim period of 3 months. The validity of BG should be from the last date of submission of bid and should be in the format as prescribed in **Annexure-VIII (Bid Security Form)**. In case bid submission date is extended the BG also needs to be extended by the bidder
 - or**
 - iii. Direct Deposit to SIDBI, Lucknow Account and submission of proof along with the bid. The details of SIDBI Lucknow Account are given in **Section 4.3**.

- 4.2.3.** Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 4.2.4.** MSEs registered with Udyam Registration Portal, District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are entitled for exemption from payment of earnest money deposit (EMD). Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs.
- 4.2.5.** Startups registered with Department of Industrial Policy and Promotion (DIPP) now renamed as Department for Promotion of Industry and Internal Trade subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017) would also be entitled for exemption from payment of earnest money deposit (EMD). Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as Startups.
- 4.2.6.** The EMD amount / BG (in lieu of EMD) of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
- Issue of LoI to the successful bidder
or
 - The end of the bid validity period, including extended period (if any)
whichever is earlier.
- 4.2.7.** Shortlisted Bidder will be refunded the EMD amount / BG (in lieu of EMD) only after submission of Performance Guarantee.
- 4.2.8.** The bid security (EMD) may be forfeited:
- If a Bidder withdraws its bids during the period of bid validity
 - If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of the contract.
 - In case of shortlisted Bidder, if a Bidder fails to:
 - Accept the LOI / Purchase Order / Offer Letter or sign the contract.
and
 - Furnish the Performance Bank Guarantee within 30 days from the date of acceptance of LoI / Contract Agreement.
 - In all the above cases, the bidder may also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

4.3. Details of SIDBI Account

- 4.3.1.** The payment towards EMD and Tender fee / bid price (as indicated in the tender document) can be submitted through online mode in the following account of SIDBI (Beneficiary) through RTGS/NEFT

Beneficiary Name	Small Industries Development Bank of India (SIDBI) ADMIN
Name of the Bank	State Bank of India
Branch	Ashok Marg, Lucknow

Type of Account	Current
Account No	37819113150
IFSC	SBIN0003347

SIDBI GSTIN: 09AABCS3480N4ZT
SIDBI PAN: AABCS3480N

- 4.3.2.** The bidder to submit proof of payment (Payment Receipt generated and Ref No.) along with the bid.
- 4.3.3.** The Bank would not be liable for non-submission of proof of deposit, depositing into the wrong beneficiary account etc. In all such cases, the bid will be liable to be rejected.

4.4. Public Procurement Policy for MSEs and Startups

- 4.4.1.** SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Government of India.
- 4.4.2.** These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal, District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- 4.4.3.** If deemed fit, the Bank may procure minimum of 25% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services (4% out of above 25%) from MSEs owned by SC and ST entrepreneurs and (3% out of above 25%) from MSEs owned by Woman entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
- 4.4.4.** Further, such MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSEs may approach the tender inviting authority to resolve their grievances. Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/and ownership of the same by SC/ST, women along with the tender/RFP.
- 4.4.5.** SIDBI is governed by Public Procurement Policy for Startups as circulated by The Ministry of finance, GoI.
- 4.4.6.** These provisions shall be applicable to Startups registered with Department of Industrial Policy and Promotion (DIPP) now renamed as Department for Promotion of Industry and Internal Trade (DPIIT) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017) then such criteria will be not applicable.)
- 4.4.7.** Further, such Startups would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the Startups may approach the tender inviting authority to resolve their grievances. Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as Startups.

4.5. Clarification of Bids

To assist in the scrutiny, evaluation and comparison of offers/bids, the Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

4.6. Pre-Bid Meeting

- 4.6.1.** The Bank shall hold a pre-bid meeting over **"Microsoft Teams"** on the date and time mentioned in **'Critical Information'** section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 4.6.2.** Clarification sought by bidder should be as per format given in **Section 4.6.7**, made in writing (Letter/e-mail) along with details of vendor (name, company name, email id and mobile no.) and submitted on or before the date as indicated in the **'Critical Information'** section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 4.6.3.** All pre-bid queries to be addressed to the bank officials as per contact details given in **'Critical Information'** section of RFP. The designated email id for submission of the pre bid queries is pdisk@sidbi.in
- 4.6.4.** The bidders can attend pre-bid meeting online through Microsoft Teams. In-order to schedule the meeting and forward invitation the bidders are required to communicate the following details addressed to Bank officials:
- Details of bidder such as Name of Participant, Company Name, email ID and Mobile No.
 - A maximum of 2 participants from each participating bidder would be allowed to attend pre-bid meeting online.
 - The Bank will not be responsible for any issue in connectivity, audio/video quality etc.
- 4.6.5.** The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank website (www.sidbi.in) and Central Public Procurement Portal (CPPP) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 4.6.6.** If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
- 4.6.7.** The format for submission of pre-bid clarifications is as under:

Sr. No.	Page no. of RFP	Clause No. of RFP	Bidder Query

4.7. Amendment to the bidding document

- 4.7.1.** The Bank reserves the right of discretion to:
- Amend, rescind, or reissue the RFP, at any time prior to the deadline for submission of bids.
 - Change, modify, add or alter any or all of the provisions of this RFP and / or the bidding process, without assigning any reasons whatsoever.
- 4.7.2.** The Bank, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum.
- 4.7.3.** All such Changes /Corrigendums/ Addendums and clarification, if any, related to RFP will be posted/uploaded on the bank website (www.sidbi.in) and Central Public Procurement Portal (eprocure.gov.in) only and it will become part and parcel of RFP. No individual communications would be made in this respect.
- 4.7.4.** Interested Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the '**Critical Information**' Section and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications/changes/addendums, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder.
- 4.7.5.** In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 4.7.6.** Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

4.8. Period of Validity of Bids

- 4.8.1.** Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in "**Critical Information**" section, from date of closure of this RFP.
- 4.8.2.** 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. Any extension of validity of Bids or price (if applicable) will not entitle the Bidder to revise / modify the Bid document.
- 4.8.3.** Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.9. Deadline for submission of Bids

- 4.9.1.** The bids must be received by the Bank at the designated e-mail not later than the date & time specified in "**Critical Information**".

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

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

4.10. 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.

4.11. Language of Bid

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

4.12. Modification And/ Or Withdrawal of Bids

4.12.1. 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. Bid security (EMD) may be forfeited on withdrawal of Bid.

4.12.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent to pdisk@sidbi.in and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

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

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

4.13. Details of Bids to be submitted

4.13.1. The bid shall consist of Eligibility Criteria & Technical Bids and Commercial Bid.

4.13.2. Bidders are required to submit their bid online (by e-mail) only in form of 2 PDF files (password Protected), as given below, duly marked the tender number and the content details. No physical submission of the Bids shall be entertained.

File 1- Pre-qualification documents : Application and Technical Bid [Search enabled password protected soft copy pdf file (one file only with proper indexation) of submitted documents to be mailed to pdisk@sidbi.in]

Sr. No.	Cover Contents	
a.	Tender form cost	Proof of payment/exemption proof
b.	Bid Covering letter	Annexure – I
c.	Application Form	Annexure – II
d.	Response to Eligibility Criteria cum Technical Bid	Annexure -III

e.	Self-Declaration for non-backlisting/default and others	Annexure – IV
f.	Letter of Competence	Annexure – V
g.	Letter of Conformity	Annexure – VI
h.	Statement of Deviation	Annexure-VII
i.	EMD / Bid Security Form	Annexure - VIII or Proof of direct transfer or exemption proof
j.	Conformity of Hard Copies	Annexure-IX
k.	Power of Attorney	Annexure – X
l.	Pre-Contract Integrity Pact	Annexure – XI
m.	Format of Joint Bidding Agreement (in case of JV /Consortium)	Annexure XII
n.	Land Border Sharing Declaration	Annexure – XIII
File 2 – Commercial Bid (Password protected pdf file) to be mailed to pdisc@sidbi.in)		
a.	Commercial Bid	Annexure XIV
<p>The soft copy of the commercial bid (PDF File 02) should be in the .pdf format (not editable but printable) only and should be "Password Protected". The password to open the commercial bids shall be shared by the Bidders at the time of opening of the commercial proposals only. The commercial proposals shall be opened only to the technically qualified bidders. The commercial bid in any other format and not meeting the above criteria shall not be accepted and the bidder shall be considered as "Disqualified".</p> <p>SIDBI shall not be responsible for any claim by any of the bidders with regard to the cracking of the password etc. in respect of the commercial bid.</p> <p>Further, it is also clarified that at the time of opening of the commercial bid, if the bid file does not open or shows some error like "invalid file" or "corrupted file" or "Wrong Password" or any other reason, that bid shall not be considered for further evaluation and shall be considered as "Invalid Bid" and the respective bidder shall automatically be disqualified for the further evaluation stage.</p>		
Other Documents (to be submitted along with accepted letter of intent issued by SIDBI)		
a.	Non-Disclosure Agreement	Annexure XV
b.	Performance Bank Guarantee	Annexure XVI

4.13.3. All the **two files** to be mailed to pdisc@sidbi.in with subject titled **"Request for Proposal for Selection of Implementing/Partner Agency(ies) to 'Roll out Swavalamban Connect Kendras in 284 identified districts in the states of Uttar Pradesh, Bihar, Jharkhand, Karnataka, Maharashtra, Odisha, Telangana and Rajasthan'**.

The mail should contain contact details of the bidder. **If the files are not password protected** as indicated above, the Bank will assume no responsibility.

4.13.4. Responses should be concise and to the point. Relevant documents must be submitted as proof wherever necessary. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

4.13.5. Any deviations from the specifications should be clearly brought out in the bid.

4.13.6. The offers containing any inter-lineation, erasure or overwriting shall be valid only if they are duly signed by the authorized signatory and supported by a rubber stamp impression of the Bidders' firm. There should be no hand-written material, corrections or alterations in the offer.

- 4.13.7.** The Bid shall be typed, all pages numbered and shall be signed by the Bidder authorized signatory and supported by rubber stamp impression. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 4.13.8.** The bidder to note that, under no circumstances the Commercial Bid should be kept in Minimum Eligibility/Technical Bid File. The placement of Commercial Bid in Minimum Eligibility / Technical Bid file will make bid liable for rejection
- 4.13.9.** After completion of evaluation process, the succesful bidder shall also submit **hard copies of all the bid documents along with annexures** as submitted in soft copies through mails.

4.14. Pre-Contract Integrity Pact (IP)

- 4.14.1.** Central Vigilance Commission (CVC) vide circular no. 015/VGL/012/-276469 dated 25.02.2015 has directed adoption of Integrity pact in Public Sector Banks.
- 4.14.2.** Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 4.14.3.** Only those bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other Words, entering into this pact would be a preliminary qualification (Minimum Eligibility). Those bids not containing the Integrity pact are liable to be rejected.
- 4.14.4.** The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.
- 4.14.5.** The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure - XI** on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution along with the minimum eligibility bid.
- 4.14.6.** The Integrity pact shall be signed by the person who is authorised to sign the bid along with witness.
- 4.14.7.** The details of Independent External Monitor (IEM) are:

Name	Shri Nageshwar Rao Koripalli, IRS (Retd.)
Email ID	knageshwarrao@gmail.com
Contact Number	97889 19555
Address	38, The Trails, Manikonda, R R District, Hyderabad 500089

4.15. Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product/services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "complied", "as given in brochure / manual" is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

4.16. Conditional Bids

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

4.17. Authorised Signatory

- 4.17.1.** The bidder should submit power of attorney as per the format given in **Annexure -X** or a certified copy of the resolution of their board, authenticated by the Company Secretary, authorizing an official or officials of the bidder to sign the bid documents, to discuss, sign agreements /contracts / purchase order with the Bank, raise invoice and accept payments and also to correspond.
- 4.17.2.** The proposal / bid documents shall be duly signed by the authorized signatory (in whose favour Power of Attorney is issued).
- 4.17.3.** The bid signed by authorized signatory would be binding on the bidder.

4.18. Opening of Bids

- 4.18.1.** On the scheduled date and time, bids will be opened by Committee in presence (over teams meeting) 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 meeting shall be recorded for evidencing the attendance of all representatives present in the meeting.
- 4.18.2.** 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 it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of bids in their absence.
- 4.18.3.** The Bidder name and presence or absence of requisite EMD, tender form cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 4.18.4.** 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.

4.19. Sub-contracting

The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. The bidder shall not sub-contract the services agreed to be rendered by the agency under this contract, except

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

The bidder shall be entering into the formal arrangement i.e. consortium/joint venture/Memorandum of understanding in advance before participating in bidding

process. In case the consultant / bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.

4.20. Restriction on Procurement due to National Security

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate as per the **Annexure – XIII** given in RFP to be attached with the Bid.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

- iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- (a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- (b) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- (i) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership.
 - (ii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - (iii) Where no natural person is identified under (i) or (ii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - (iv) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
 - (v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

4.21. No Commitment to Accept Any Offer / Bid

- 4.21.1.** The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 4.21.2.** The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 4.21.3.** The bids received and accepted will be evaluated by the Bank as per the evaluation process mentioned in this document. However, the Bank does not bind itself to accept any or all Bids and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 4.21.4.** The Bank reserves the right to re-tender or cancel the bidding process at any stage of the bidding process.

4.22. Contacting the Bank

- 4.22.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 4.22.2. Any form of canvassing/lobbying to get the tender shall Immediately lead to disqualification of Bid irrespective of meeting the eligibility criteria.
- 4.22.3. Any effort by the Bidder to influence the bank in its decisions on Bid evaluation, bid comparison may result in the rejection of the Bidder's Bid.

4.23. Right to Reject Bids

- 4.23.1. The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter.
- 4.23.2. The bid is liable to be rejected due to occurrence of the following conditions:
- i. It is not in conformity with the instructions mentioned in the RFP document.
 - ii. It is not accompanied by the requisite tender form cost and / or EMD.
 - iii. It is not properly or duly signed.
 - iv. It is not received through e-mail.
 - v. It is received after expiry of the due date and time.
 - vi. It is incomplete, including non-furnishing of the required documents.
 - vii. It is evasive or contains incorrect information.
 - viii. There is canvassing of any kind.
 - ix. It is submitted anywhere else other than the place mentioned in the RFP.

5. Background

5.1. Introduction

- 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 Coordination of the functions of the institutions engaged in similar activities.
- The MSME financing agenda of the Bank is discharged through the twin interventions of (a) Direct Lending, disseminated through demonstrative lending products to fill existing credit gaps, which could be further scaled up by banking eco-system, and (b) Indirect Lending, done through Banks, NBFCs, New Age Fintechs, SFBs and MFIs, which creates a multiplier effect and provides a larger reach.
- MSMEs play vital role in the economic and social development of country and is acclaimed as the backbone of the Indian economy with Gross Value-Added share around 30% to the GDP. With almost 50% contribution to exports, they also form an integral part of the supply chain. The Government of India plans to increase MSMEs output and export contribution to 50% and 75% respectively, by 2024.
- Micro-entrepreneurship in the real sense is still at its nascent stages in various parts of the country. In today's business economy, First Generation Entrepreneurs are exposed to a complex and competitive business environment. A business can be sustainable only if the entrepreneurs are equipped with the knowledge encompassing the entire business environment/ universe.
- SIDBI plays a proactive role in promotion and development of MSMEs to address various challenges faced by them. SIDBI aims at innovating for wider impact and to benefit MSEs in both **"setting up"** and **"stepping up"**, thereby leading to economic growth of the country.

"Mission Swavalamban", an umbrella program of SIDBI for aspiring individuals, livelihood, micro and small entrepreneurs, spreads entrepreneurship culture and inspire youth to be "Job creators", restrict rural migration to urban area and promote sustainable livelihood opportunities with thrust on bottom of pyramid, unserved/underserved pockets/ segments through various novel initiatives. **Mass entrepreneurship** is an idea which is quite apt in a growing economy. Thus, Mission Swavalamban is an umbrella program for overall promotion and development of entrepreneurial ecosystem.
- To address the needs of aspiring entrepreneurs, SIDBI under the Mission Swavalamban has conceptualized the idea of SWAVALAMBAN CONNECT KENDRAS (SCKs) to accelerate the promotion and formalization of micro-enterprises in the country, an initiative aimed at "hand holding", providing end to end solutions from creating awareness to enterprise grounding. The SCK is envisaged as a counselling centre and will be guiding aspiring entrepreneurs to become job creators through awareness, mapping gaps, skill connect, credit connect, handholding support and linking with market.

- SIDBI launched Swavlamban Connect Kendra initially in 2019 as an experiment and subsequently with some modifications, the programme was launched in some more districts in the beginning of FY2023. It is now intended to further deepen the initiative for promotion of entrepreneurship culture, new micro-enterprises, formalization of enterprises and strengthening ecosystem of enterprise promotion through Swavalamban Connect Kendras. Accordingly, it has been decided to increase SCKs' footprints in 500+ districts in the country in phase-wise manner and position SCKs as a one-stop centre for entrepreneurship creation, credit linkages and value-added services.
- As a step towards this, it is proposed to establish Swavalamban Connect Kendra's in **284 identified districts in the states viz., Uttar Pradesh, Bihar, Jharkhand, Karnataka, Maharashtra, Odisha, Telangana and Rajasthan with the target of creation of minimum 3,55,000 profiles and creation & grounding of 71,000 enterprise in 5 years i.e., by 2028. It is desirable that at least 25% of the enterprises grounded are promoted by women entrepreneurs.**

6. Scope of Work

6.1. Scope of work for Implementing/Partner Agency

The scope of work and deliverables for the bidder includes, but not limited to, the following:

- 6.1.1. The implementing/partner agency shall be establishing Swavalamban Connect Kendra (SCK) in the **284 identified districts in the states of Uttar Pradesh, Bihar, Jharkhand, Karnataka, Maharashtra, Odisha, Telangana, and Rajasthan with the target of creation of minimum 3,55,000 profiles and creation & grounding of 71,000 enterprise in 5 years i.e., by 2028** on pre-defined terms & conditions. **It is desirable that at least 25% of the enterprises grounded are promoted by women entrepreneurs.**
- 6.1.2. Implementing/Partner Agency may apply for one state or more than one state, if eligible so. Implementing/Partner Agency shall apply separately for each state.
- 6.1.3. **The implementing agency shall:**
- Establish one SCK each in identified district of assigned states and create minimum 50 new enterprises per district per year each year for 5 years.

S. No.	Name of State	Proposed Number of SCK	Minimum No. of Profiles to be created	Minimum no of new enterprises to be created	Target Period
1	Uttar Pradesh	75	93,750	18,750	5 year from the date Service Provider Agreement.
2	Bihar	35	43,750	8,750	
3	Jharkhand	16	20,000	4,000	
4	Karnataka	31	38,750	7,750	
5	Maharashtra	35	43,750	8,750	
6	Odisha	27	33,750	6,750	
7	Telangana	32	40,000	8,000	
8	Rajasthan	33	41,250	8,250	
		284	3,55,000	71,000	

- Have dedicated team i.e., Project Management Unit for the State comprising of Team Leader at Central level, Project Managers at State level, Field Managers at District/Zone level to look after the successful implementation of the project.
- create a pool of aspiring/budding/existing entrepreneurs interested in starting SCKs based on pre-defined eligibility criteria and desirables.
- Identification and Selection of SCKs after proper screening, interviewing and satisfactory due diligence.
- Impart requisite training i.e., SCK Orientation Training Programme to SCKs as per their roles and responsibilities so that they are ready to counsel aspiring entrepreneurs. The orientation training must be for the period of 3-5 days (physical or virtual) before operationalization of SCKs.
- Implementing/Partner Agency shall also ensure that minimum one (1) capacity building programme per year is conducted for SCKs to keep them updated with Industry trends.
- ensure to establish the soft and hard infrastructure of SCKs premises as per approved parameters for infrastructure and branding. SCKs shall be standardized independent unit, branded with logo and shall be uniform across districts, pan India.
- ensure that Location of SCKs is within the vicinity of DIC.
- conduct entrepreneurship awareness programmes, skilling/up-skilling/re-skilling, experience sharing and exposure visits, interaction with bankers etc. in each district.

- arrange to fund the Capex and Opex of SCKs operations till the project period through the grant support from SIDBI. A model of financial support to SCKs may be mutually worked by Implementing/Partner Agency in consultation with SIDBI.
- not charge SCKs for any of the services/consultancy and guidance provided.
- not appoint its Owners/Promoters, Management, and its relatives and subsidiaries/associates as SCKs.
- ensure branding guidelines of SIDBI in respect of infrastructure and communication collateral (including stationery) and SCK logo, which shall be shared by SIDBI.
- update SIDBI on the performance of SCKs on monthly basis, and onboarding/deboarding and suitable replacement of SCKs within 30 days.
- update the database of SCKs and aspiring entrepreneurs on regular basis in the MIS/SCK portal provided by SIDBI.
- shall submit monthly progress report by 10th of each subsequent month.
- shall develop standardized compendiums on various processes (including but not limiting to various registrations required to be obtained by entrepreneurs, opening of accounts and preparation of DPRs, available Government Schemes, training manuals) to be followed by the SCK to support their understanding.
- shall impart training to identified SCKs to build their capacities at regular intervals.
- shall develop quarterly plans for SCKs on the proposed activities to be undertaken during the period for the achievement of the program objective.
 - shall set up a State Specific Toll free number to address the queries/ issues of the aspiring entrepreneurs.

6.1.4. The scope of work could be modified / altered / moderated to make the program more effective normally without any financial bearing but with objectives and deliverables remaining same. SIDBI may consider additional items of work, if need be, in the interest of project and may compensate suitably additionally, should the need so arise in the interest of the project.

6.2 Broad Expectations/Scope of Work of SCKs

SCKs shall act as facilitators in four broad areas. Implementing/Partner Agency shall be responsible to ensure all the below activities.

6.2.1. (a) Deepening entrepreneurship culture among the youth

- SCKs shall act as a facilitator to inspire individuals to explore business opportunities and take up entrepreneurship and be a Job Creator rather than Job Seeker. SCKs will create pool of aspiring entrepreneurs by organizing awareness campaigns i/r/o Self Employment programmes for them in close co-ordination with Implementing/Partner Agencies and SIDBI and other stakeholders.
- SCKs shall facilitate Entrepreneurship Development programs for aspiring entrepreneurs to understand the practical details of starting up an enterprise and processes involved in it.

- SCKs shall remain in close connect with the stakeholders in the districts such as DIC, LDM, District Administration etc., to keep themselves updated about the various schemes of self-employment and their procedures.
- SCKs may also visit ITIs/Vocational training Institutes and other institutes of repute engaged in entrepreneurship, self-employment courses/trainings to create awareness of the SCK centre, facilities offered and arrange Entrepreneurship Awareness Programme and collect primary data of participant and re-connect with them after completion of such courses to guide and aspire them for entrepreneurial journey.
- SCKs would also do a follow-up call/visit to the individuals who have enquired on entrepreneurship after 6-9 months to understand the impediments, clear their doubts on Fear of Failure, if any, etc.

(b) Micro-enterprise Creation and Formalization of enterprises: SCKs, after assessment of requirements of aspiring entrepreneurs, shall facilitate them in:

- Identification and selection of activity and product/service based on qualification, experience, and interest of candidate.
- SCKs shall guide the aspiring entrepreneurs regarding the viability of project based on past trends, current performance of product/industry and future projections based on assumptions falling in line with trends.
- Selection and registration of name and legal entity (proprietorship, partnership, one person company (OPC), Limited Liability Partnership (LLP), Company etc.,) of an enterprise as per the requirement.
- Facilitate in applying and obtaining of requisite documents/registrations for starting an enterprise as per statutory requirement of DIC/State Government/Statutory bodies.
- Facilitate aspiring entrepreneurs by connecting them to requisite skill training programmes in desired trades from various skill development training institutes i.e. RSETIs, EDII, ITIs, Vocational Training Institutes. SCKs may also plan an annual training calendar in different trades and organise with the help of Implementing/Partners Agencies.
- Facilitate aspiring entrepreneurs to connect with suppliers of Plant & Machineries (equipment) and Raw Materials to establish the unit.
- Facilitate in getting the unit obtain Udyam Registration from Ministry of MSME for new enterprises.
- SCKs shall also act as facilitator to existing enterprises for formalization including credit linkages.

(c) Market Linkage and Credit Connect:

- SCKs shall help enterprises in registering on Government E-Market Place [GeM Portal], Open Network for Digital Commerce [ONDC] and other e-commerce portals and local markets to create market linkage/network.
- SCKs shall guide and help the aspiring entrepreneurs with preparation of Detailed Project Reports and connect them with the financial eco-system through online (preferably <https://udyamimitra.in> and www.psbloansin59minutes.com or any other online fintech) & offline modes (through Banks/NBFC/MFIs etc) for credit facilities.
- SCKs may also act as lead generator for SIDBI schemes and facilitate entrepreneurs to apply online on digital platform and connect with the nearest branch. A monetary compensation to incentivize said efforts will be worked out in consultation with Direct Credit Vertical and required approvals shall be obtained.

(d) Handholding Support:

- SCKs shall monitor units grounded at regular intervals, say, quarterly, to ensure support to micro enterprises as and when required to ascertain sustainability and longevity of enterprise. The quarterly status of grounded units would be captured and updated in the technology platform regularly.
- SCKs shall motivate and encourage aspiring entrepreneurs and other existing entities to adopt digital payments.
- SCKs shall register themselves as handholding agency on <https://udyamimitra.in>

The scope of work may be modified / altered / moderated to make the program more effective normally without any financial bearing within the overall objectives and deliverables remaining the same. SIDBI may consider additional items of work, if need be, in the interest of the project and may compensate suitably, should the need so arise in the interest of the project.

6.2.2. Restrictions for SCKs

- SCKs shall not use SIDBI's name for any purpose other than the indicated ones in RFP/Agreements.
- SCKs shall not charge any fee from aspiring entrepreneurs for any service(s) offered to them unless otherwise with prior approval of SIDBI.
- SCKs shall be devoted for the specific purposes of deepening entrepreneurship culture, new micro-enterprises creation, formalization of enterprises, credit linkages and strengthening ecosystem of enterprise promotion and will not be engaged in any other activity.

6.2.3. Standard Operating Procedure for SCKs:

(a) Database Creation/Mobilization/Lead Generation:

- SCKs may also visit ITIs/Vocational training Institutes and other institutes of repute engaged in entrepreneurship, self-employment courses/trainings to create awareness of the SCK centre, facilities offered and arrange Entrepreneurship Awareness Programs and collect primary data of participant and re-connect with them after completion of such courses to guide and aspire them for entrepreneurial journey.
- Create secondary database through Employment Exchanges, DICs, etc.
- Attending walk-ins, calls on phone through centralized toll-free numbers and from any other media including social media and respond to the queries.
- SCKs shall prepare a database of all inquiries irrespective of whether he/she wishes or is eligible to be entrepreneur or not.

(b) SCKs shall guide and handhold aspirants about

- the various statutory requirements for registration of an enterprise.
- brief of processes and practices involved in the industry aspirants interested,
- process of availing finance including preparation of Bankable Project report and connect with Bank/NBFC/MFIs/Fintech or any other formal financial intermediary. SCKs shall also educate new to bank customers on the significance of CIBIL scores.

(c) SCKs shall connect and enroll the aspirants to the various EDP programmes/skill development/livelihood creation programmes conducted by various organizations in the districts and in the programmes conducted by various stakeholders of SIDBI & SIDBI as well.

(d) Apart from guidance by Implementing/Partner Agency and SIDBI, SCKs may regularly visit <https://udyamimitra.in>, www.sidbi.in, www.smallb.in and portals of DIC of state government, portals of State Government such as Nivesh Bandhu/ Nivesh Mitra to keep themselves updated.

The scope of work/roles & responsibilities and restrictions/SoP may be modified / altered / moderated to make the program more effective normally without any financial bearing within the overall objectives and deliverables remaining the same. SIDBI may consider additional items of work, if need be, in the interest of the project and may compensate suitably, should the need so arise in the interest of the project.

6.3. Project Implementation and Monitoring Structure

The project shall have following structure in place:

- i. The project shall be under the controlled supervision of SIDBI PDI vertical supported by officials at Eastern Zonal Office (EZO)/ Regional Offices (ROs)/ Branch Offices (BOs) of SIDBI. The State Project Managers and SIDBI Development Executives [SDE] shall be monitoring closely and coordinating with Implementing /Partner Agency for effective implementation of programme and timely achievement of deliverables.
- ii. Project Management Unit (PMU): One centrally managed PMU will be set up by the Implementing/Partner agency for the project in each state.
- iii. State/ zonal offices and Field Managers / Executives depending upon the requirement of the agency/project.
- iv. One SCKs in each identified/assigned district of assigned state in prominent place having pre-defined infrastructure and branding (either own/rented offices or through partner agencies).

6.4. Minimum Competencies Required in the executives/representatives of Implementing Agency /SCKs

6.4.1. Field Managers / Executives / Representatives of the agency/center:

- Graduate in Social Work / Social Sciences / NGO Management / Rural Development / Entrepreneurship Development / Development Management from a recognized institute,
or
Graduate in any stream having minimum experience of 3+ years in Social Mobilization preferably entrepreneurship development, capacity building, women empowerment, social security entitlements and benefits for Micro enterprises.
- Spoken, reading & written fluency in English & local language of state is essential. Knowledge of Hindi is desirable.
- The candidate should possess good knowledge and hands on experience of using technology, digital connect to guide the aspirants and effective use the technological tools to implement the project.
- The candidate having experience in promoting entrepreneurship/micro enterprises, Micro and Small Enterprise (MSE) sector would be preferred.

6.4.2. Swavalamban Connect Kendra(s) (SCKs)

- A SCK can be an Individual, firm, LLP, company, One Person Company (OPC) or any other legal constitutions. Each SCK shall have a minimum of 2 people managing the functioning of the SCK.

- It is desirable that SCK have its own premises/establishments of minimum area 10x12 square feet in the vicinity of DIC/LDM office or should be capable to locate such premises and enter into rent agreement to have adequate visibility.
- SCK Location should have uninterrupted supply of electricity, good internet connection and proximity to public transport.
- SCK/person manning the setup should be graduate in any stream preferably Commerce/Management/Social work.
- SCK/person manning the setup should be well versed in English and proficient in local language. Workable knowledge of Hindi is desirable in non-Hindi speaking districts/states.
- SCK/person manning the setup should have flair and zeal to work for empowerment of youth and be able to inculcate entrepreneurship/self-employment culture among youth.
- SCK should have its noted presence in the district and ability to connect with various stakeholder i.e., State Government/Employment exchanges/DIC/RSETIs/LDMs/training institutions etc.,
- SCKs must be aware of the Industrial Profile of the District, State Policies of MSMEs, various schemes run by State and Central Government including incentives and subsidies. Example of such schemes are PM Swanidhi Yojna, Mukhyamantri Swarozgar Yojna, National Rural Livelihood Mission (NRLM), Mudra Yojna, Pradhan Mantri Employment Generation Programme (PMEGP).
- SCKs should be able to connect with Banks, MFIs, NBFCs and Fintech.
- SCKs should be able to invest its margin, if required, in CAPEX/OPEX as and when required and employ one assistant for the Kendra.
- SCKs/ Promoters should not be blacklisted / defaulter / censured/ banned / barred /disqualified /prohibited by Govt. of India or State Government or any other agencies such as UN Agencies, NITI Aayog, NABARD, RMK, Banks etc.

The above-mentioned eligibility criteria are indicative in nature and may be changed by SIDBI as per requirement of project.

6.5 Deliverables

6.5.1. The implementing/partner agency shall be establishing Swavalamban Connect Kendra (SCK) in the **284 identified districts in the states viz. Uttar Pradesh, Bihar, Jharkhand, Karnataka, Maharashtra, Odisha, Telangana, and Rajasthan in phase-wise manner.**

- The project will reach 250 profiles per SCK per year for 5 years out of that at least 50 new enterprises shall be created per SCK per year for 5 years.
- The selected Bidder is expected to deliver specified outcomes i.e. **establishment of 1 SCK each in the identified/assigned district of assigned state within 3 months of signing of Service Provider Agreement (SPA) and creation of at least 250 new micro enterprise through SCKs, in identified/ assigned district of the assigned state within a period of 60 months of signing of Service Provider Agreement (SPA) with SIDBI. It is desirable that at least 25% of the enterprises grounded are promoted by women entrepreneurs.**Total State-wise Target deliverables are tabled below :

S. No.	Name of State	Proposed Number of SCK	Minimum No. of Profiles to be created	Minimum no of new enterprises to be created	Target Period
1	Uttar Pradesh	75	93,750	18,750	5 year from the date of Service Provider Agreement.
2	Bihar	35	43,750	8,750	
3	Jharkhand	16	20,000	4,000	
4	Karnataka	31	38,750	7,750	
5	Maharashtra	35	43,750	8,750	
6	Odisha	27	33,750	6,750	
7	Telangana	32	40,000	8,000	
8	Rajasthan	33	41,250	8,250	
		284	3,55,000	71,000	

6.5.2. For the common understanding of the term "enterprise" from the perspective of the proposed assignment, it is expected that any legal entity i.e. proprietorship, partnership, LLP, company or any other registered entity for carrying legally **permitted non-farm business activity (manufacturing, service, trading)** would be treated as enterprise and should be registered under Udyam registration of MoMSME.

6.5.3. The enterprises proposed to be set-up will be considered as "grounded" on implementing agency certifying to the effect that the Green field enterprise creation, new enterprise established/enterprise formalized and is credit linked to a formal financial institution for the required investment and has received first disbursement (Proof of the same to be submitted through MIS platform).

6.5.4. In order to ensure formalization from beginning, the enterprise setup should compulsorily have following documents:

- The minimum investment in the enterprise should be at least ` 50,000/- in initial phase and should be formally linked with any formal financial institutions [Banks (including SFB, RRBs), NBFCs/MFIs/Fintechs etc.].
- PAN & Bank A/c for the enterprise
- Udyam registration
- Registration on GEMS/ONDC portal, if activity is eligible/required, SIDBI may facilitate onboarding of the enterprises.

- e) Digital payment system for merchants, BHIM, UPI etc.
- f) GST registration if applicable
- g) Registration under shops and establishment act or with Municipal Commission or local authority etc., if applicable etc.

6.5.5. Handholding of all the enterprises for **further 12 months from the date of enterprise creation/grounding**. If enterprise is supported in any three out of the following parameters, it will be considered as handhold/supported enterprise:

- Accelerated EDP/Skill based training
- Product standardization (Product labels, Products Packaging)
- Development of business processes (for e.g. database of customers, suppliers, quality management SoPs, etc.), access to accounting formats/applications.
- Support in ensuring legal compliances.
- Certification & quality improvements, access to market (other than registration with GeM and ONDC), upgraded technology as other business services.
- Any other activity with prior approval in writing from SIDBI.

6.6. Timelines for the Project:

6.6.1. The assignment shall be for **5 years duration** for meeting the targets of enterprise creation/grounding and profile creation **with hand-holding period of 12 months** from the date of enterprise creation on recurring basis. The duration of assignment may be extended for further 5 years based on performance and compliance of other terms & conditions of RFP on terms mutually accepted to SIDBI and Implementing Agency.

6.6.2. The project is expected to commence within **three months** of the award of assignment. Prior willingness/due diligence of centers (including arrangement model) is expected to be obtained in advance.

6.6.3. Activity wise timelines shall be developed mutually and will form part of Service Provider Agreement (SPA).

6.7. Cost of Contract/Contract Value:

6.7.1. The commercial quote for the assignment should comprise:

- (i) Project management Cost of [including fee and cost of Project Management Unit [State Project Managers/Zonal Managers/Field Manager]
- (ii) Cost of setting up and operating/running of SCKs (CAPEX and OPEX cost of running SCKs for at least 5 years and setting up of enterprises etc.). A financial model for self-sustainability is also desirable with cost break-up.
 - a. One Time Capital Expenditure Cost [Computer/Laptops/Air Condition/Furniture & Fixtures etc.,]
 - b. Operational Cost [Rentals/Salaries/Internet/Telephone expenses and other miscl. cost, if any]
- (iii) Branding Cost [including but not limited to Signboards at SCKs, Standees at SCKs and DIC/MSME/LDM offices, Banners at prominent places, Newspaper Advertisement and Social Media campaigns on regular basis]

- (iv) Cost of Conducting Awareness Programme at District levels and State Level to create visibility of SCK Project.
- (v) Cost of Mobilization, Baseline Survey, Conducting Entrepreneurship Awareness Programmes (EAP), Entrepreneurship Development Programme (EDP) of aspiring entrepreneurs.
- (vi) Handholding support cost for 12 months subsequent to enterprise set-up. Hence, 5 years plus 1 year handholding
- (vii) Any other cost as per scope of work mentioned in RFP and not listed above [Specific head of activity to be indicated].

6.7.2. The quote shall be for 5 years of implementation and 1 year for handholding support post establishment of enterprise. If there is an extension in the timeline of the project due to any circumstances, it would be no-cost extension within the approved budget only.

6.7.3. If, project is extended for further 5 years based on satisfactory performance, budget will be worked out in consultation with Implementing/Partner Agency as per mutually agreed terms and conditions.

6.8. Payment Plan

6.8.1. Payment to implementing agency shall be done quarterly / bimonthly proportionately based on the agreed milestone/phase-wise deliverable. **SIDBI and the implementing Agency shall finalize agreed payment terms on quarterly / bi-monthly basis based on performance / achievement/deliverables as per agreed terms.**

6.8.2. For handholding support lumpsum quote shall be given for which payment would be made on quarterly basis after due verification of data from MIS platform/physical data-base until MIS platform is ready, on mutually agreed handholding terms. SIDBI's decision in this regard shall be final.

6.8.3. The Implementing/Partner Agency shall also be eligible for incentives on establishing Credit linkage to new enterprises as per the structure below :

Quantum of Loan (₹)	Incentive for Bank credit (₹)
50,000 to 99,999	3000
1 lakh to 1,99,999	4000
2 lakhs to 4,99,999	5000
5 lakhs & above	6000

- Implementing/Partner Agency shall facilitate SCKs to help and ensure that the new enterprises get credit linkage through formal banking channels (including NBFCs, MFIs and Fintechs).
- Implementing Agency/Partner Agency **shall be sharing minimum of 50% share of incentives** with respective SCKs. Any tax liability shall be sole responsibility of Implementing/Partner Agency and respective SCKs without recourse to SIDBI.

6.8.4. Invoice Raising: Implementing/Partner Agency shall submit Inception Report, Monthly Progress Reports and enterprises data on periodic basis before submission of invoice as per the agreed terms & conditions.

6.8.5. Invoice Clearance: SIDBI shall agree to pay the invoice within 15 days on receipt of relevant reports subject to acceptance of reports and all disbursement related documents from Implementing/Partner Agency.

- Invoice related to milestones in respect of SCKs creation shall be cleared after due verification of the data and claims by way of satisfactory verification visits and cross confirmation with SCKs. Implementing/Partner Agency shall facilitate carrying out the random visits by SIDBI Staff.
- Claim expenses in respect of **SCK creation** shall be certified by Central Team of Implementing/Partner Agency and will be supported by following documents :
 - ✚ SCK certified copy of PAN, Bio-data of SCK promoter
 - ✚ SCK certified copy of GST, if applicable
 - ✚ Copy of Cancelled Cheque of Bank Account
 - ✚ Copy of rent agreement for place of business, if owned documentary proof of ownership
 - ✚ Copy of purchase of necessary infrastructure for SCK set-up. If set up is already available proof of the same.
 - ✚ Photograph of SCK establishment.
 - ✚ Copy of MoU signed between Implementing/Partner Agency
- Claim expenses in respect of **enterprise creation** shall be certified by Field Team and Central Team of Implementing/Partner Agency and will be supported by following documents :
 - ✚ Self certified copy of PAN of enterprise
 - ✚ Self certified copy of GST, if applicable.
 - ✚ Self certified Copy of Cancelled Cheque of Bank Account.
 - ✚ Copy of rent agreement for place of business, if owned documentary proof of ownership.
 - ✚ Copy of license, if required for business.
 - ✚ Copy of purchase of necessary machine/equipment/tools/RM/FG required for business set-up.
 - ✚ Copy of Udyam Registration.
 - ✚ Photograph of enterprise establishment

- Claim expenses in respect of **enterprise grounding/credit connect** shall be certified by Field Team and Central Team of Implementing/Partner Agency and will be supported by following documents (in addition to the documents required for enterprise creation):
 - ✚ sanction letter of FI/Bank/NBFC/MFI/Fintech, if issued.
 - ✚ First Disbursement advise by Bank.
 - ✚ Bank Statement indicating credit of loan disbursement and utilization of funds towards business activity for which enterprise is created.
- Payment shall be released after due verification of the data and claims by way of satisfactory verification visits and cross confirmation with SCKs. Implementing/Partner Agency shall facilitate carrying out the random visits by SIDBI Staff. The payment may be deducted proportionately if there is any discrepancy in data provided by Implementing/Partner Agency at the time of raising invoices.

6.9. Performance Bank Guarantee

- The Implementing/Partner Agency shall provide an unconditional and irrevocable Performance Bank Guarantee ("PBG") in the form and manner provided by SIDBI, equivalent to 8% of the Contract Price, from a scheduled commercial bank. The performance guarantee will be valid till Completion Date with claim period of 1 year.
- The PBG is to be submitted within 30 days from the date of acceptance of Lol / Contract Agreement. If the PBG is not submitted within the time stipulated by SIDBI, then SIDBI reserve the right to cancel the contact.
- In the event of non-performance of obligation or failure to meet terms of this Contract, SIDBI shall be entitled to invoke the PBG without notice or right of demur to Implementing/Partner Agency.
- Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Implementing/Partner Agency fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- The time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Implementing/Partner Agency, which in the opinion of SIDBI should entitle the Implementing/Partner Agency to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Implementing Agency

would be required to extend the validity period of the performance guarantee accordingly.

- The Implementing/Partner Agency shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due or if required. In the event the PBG is not extended prior to its expiry under the Contract, then SIDBI shall have the right to invoke the PBG.

6.10. Liquidated damages for default of Services

- If there is a delay in execution of the work in accordance with the terms of the contract, the Liquidated Damages shall be levied by the Bank.
- The liquidated damage of 0.25% of the contract value per week of delay, subject to maximum of 5% of contract value shall be charged. The quantum of Liquidated damages (LD) should not exceed the total security deposit or a higher value as approved by the competent authority.

damages (LD) should not exceed the total security deposit or a higher value as approved by the competent authority

- Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks.
- Liquidated damages would not be applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributed to the Bank or Force Majeure.
- Bank reserves the right to adjust the Liquidated damages, if any, against any amount payable to the bidder or PBG.

In case, any activity / event is not carried out for any deliverables/milestones including the tolerance level, no payment for the same shall be made. As the primary focus of the assignment is setting up of new micro enterprises in the intervention districts, the payment methodology would be based on milestones linked and defined deliverables in the agreed terms and condition with SIDBI.

7. Evaluation Methodology

7.1. Evaluation process

- 7.1.1. The Bank has adopted a two (2) step processes in which the Bidder has to submit following bids in separate files at the time of submission of bids as stipulated in this document;
- a) Eligibility Criteria and technical bid
 - b) Commercial Bid
- 7.1.2. The Bank shall evaluate first the 'Eligibility Criteria and Technical Bid'. Commercial bid shall be opened for only the shortlisted bidders after eligibility and technical evaluation. **The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 75% and Relative Commercial Bid Score a weightage of 25%.**
- 7.1.3. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.
- 7.1.4. All the documentary proofs are to be submitted along with the bid in this regard.
- 7.1.5. 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.
- 7.1.6. During evaluation, Bank at its discretion can ask the bidders for clarifications.
- 7.1.7. 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.
- 7.1.8. 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 the valuation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

7.2. Opening of Minimum Eligibility and Technical Bids

- 7.2.1. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the '**Critical information**' sheet.
- 7.2.2. On the scheduled date and time, bids will be opened by Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The meeting shall be recorded for evidencing the attendance of all representatives present in the meeting.
- 7.2.3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, bank at its discretion will proceed further with opening of the technical bids in their absence.
- 7.2.4. The Bidder name, presence or absence of requisite EMD and such other details, as the Bank at its discretion may consider appropriate, will be announced at the time of bid opening.

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

7.3. Preliminary Examinations

- 7.3.1.** The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 7.3.2.** The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 7.3.3.** Prior to the detailed evaluation, the Bank 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. 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.
- 7.3.4.** If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 7.3.5.** The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

7.4. Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, the Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

7.5. Eligibility Criteria and Technical Bids

- 7.5.1.** Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' indicated in **7.5.3**. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- 7.5.2.** The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted in Eligibility Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria will be rejected.

7.5.3. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts may not be considered as credential towards satisfying eligibility criteria.

S.N.	Eligibility Criteria	Supporting Documents Required to be Submitted
1	The agency should have been in existence in India since April 01, 2018 or earlier#. The agency should be a Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC (Multinational Company) / Public Limited Company / Society / Trust / Section 8 company registered or incorporated in India. (It should not be an Individual / Proprietary Concern / HUF etc.).	Self-certified Certificate of Incorporation / Constitutional Documents to be furnished such as Certificate of Incorporation along-with MoA/AoA, Partnership Deed, Trust Deed, Copy of Bylaws, PAN, TAN, GSTIN Certificate and any other tax related document if applicable,
2	The agency should have a presence in minimum of 50% of the districts of the proposed state as per RFP. Presence means: (i) owned/rental offices, permanent representative working from home in the district for last one year, (ii) offices of sponsored/partner agencies having established relationship with Bidder Agency. (iii) Bidder Agency has worked in state(s) in last 3 years for which applying for.	Self-Certified details of all the addresses/manpower across the state to be submitted.
3	If an agency considers that it may enhance its expertise for the assignment by associating with any other agency in the form of a Joint Venture or as consortium, it may do so. In such a case, credentials of lead organization shall only be considered.	Self-certified letter on company's letterhead (Lead organization), specifying the names of associating agencies to be furnished.
4	Have average turnover of not less than `2 crore during last three financial years. #	Audited financial statements of last 3 years. / CA certified statement for Annual turnover of previous 3 years to be submitted
5	The agency should have a proven track record of implementing at least three development projects of minimum `50 lakh, at least one in the bidding state, related with livelihood/enterprise creation and enterprise promotion. In case of consortium/JV, credentials of lead organization shall only be considered.	A Self certified letter giving summary of projects and completion certificate from concerned department/Ministry, as applicable.
6	The agency should not have been penalised or found guilty in any court of law and shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impact or compromise the delivery of services required.	Self- Certification by the agency on letterhead to be provided. However, SIDBI would have the right to independently verify the same.
7	The agency / bidder should submit a certificate to the effect that the bidder is not owned or controlled by any director/officer/employee of SIDBI or their relatives.	Self-Declaration by the agency on letter head to be submitted.
8	The agency has not defaulted to any Bank / Financial Institution within the jurisdiction of India.	A self-certified letter on letter head to be submitted.
9	Should have fulfilled its tax / statutory obligation to the Government.	Company Secretary or Chartered Accountant certificate certifying no

S.N.	Eligibility Criteria	Supporting Documents Required to be Submitted
	Any disputed/contingent liability pending before tax authority, if any, must be clearly indicated in certificate.	statutory / tax dues of latest date.
10	The agency / bidder should submit Pre-Contract Integrity Pact as per format provided	Pre-contract Integrity Pact duly signed by authorised signatory on letter head of agency. [On awarding of contract, the same shall be executed on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format.]

s# Micro and Small Enterprises (MSEs) would be entitled for tender/RFP sets free of cost and exemption from payment of earnest money deposit (EMD). Classification of MSEs shall be governed by revised Classification issued by MoMSME applicable w.e.f. 1st July 2020.

#Startups registered with Department of Industrial Policy and Promotion (DIPP) now renamed as Department for Promotion of Industry and Internal Trade (DPIIT) would be entitled for tender/RFP sets free of cost and exemptions from payment of EMD.

- 7.5.4.** Bidder must comply with all above-mentioned criteria. Non-compliance of any of the Eligibility criteria will entail rejection of the offer summarily. The evaluation committee reserves the right to verify /evaluate the claims made by the vendor independently. Any discrepancy could lead to censuring / blacklisting of the bidder. Any decision in this regard shall be final and binding upon the bidder.
- 7.5.5.** Those who fulfil all the eligibility criteria as mentioned above would be eligible to take part in this bid exercise.
- 7.5.6.** Minimum Eligibility Bid format as per **Annexure - III** given in this RFP to be submitted by Bidders and should contain detailed responses to each of the above eligibility criteria along with documentary proofs as specified above.
- 7.5.7.** Successful bids out of this stage would be considered for further evaluation i.e. technical evaluation.

7.6. Evaluation of Technical Bids

- 7.6.1.** Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria'. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation. Document in support of all eligibility criteria are required to be submitted in Eligibility Criteria and Technical Bid. Offers received from the bidders who do not fulfil any of the eligibility criteria indicated in clause 7.5.3. will be rejected.
- 7.6.2.** Technical evaluation will be carried out only for the bidders who succeed the pre-qualification (minimum eligibility) criterion.
- 7.6.3.** SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated

time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.

7.6.4. A maximum of 100 marks will be allocated for the technical bid. Only the technical proposals will be evaluated at this stage. **Bidders scoring less than 70 marks (cutoff score) out of 100 marks in the technical evaluation shall not be considered for further selection.**

7.6.5. Technical bids would be evaluated based on the following parameters:

Sr. No.	Details required/Parameters on which Bidder will be scored for agency to roll out Swavalamban Connect Kendra	Maximum Marks
A	Bidder Credentials	
1	Presence of agency in the identified districts and state to roll out Swavalamban Connect Kendra	
	(a) Presence in 50 % districts	5
	(b) More than 51% and up to 60%	10
	(c) More than 61%	15
2	Relevant experience of the agency in direct implementation of developmental projects related with micro-enterprise creation/enterprise promotion, bank linkage, credit connect to MSMEs etc, during last 5 years. <i>(Individual work order amount should be Rs.50 lakh or more)</i>	
	(a) 3 work order	5
	(b) More than 3 and up to 5 work order	10
	(c) More than 5 work order	15
3	No. of full-time on roll staff in India (Details of staff with PF No. / any other proof to be submitted)	
	(a) Less than 10 staff	2
	(b) More than 10 and up to 20 staff	4
	(c) More than 20 and up to 30 staff	6
	(d) above 30 staff	10
4	Experience of agency in cumulative credit-connect / Bank Linkage through Formal Financial Institutions to MSEs / FPOs / SHGs etc. during last 5 years. (Sanction letter from Banks / FIs with proof of disbursement to the end user to be submitted)	
	(a) Loans up to `2 crore	2
	(b) Loans more than `2 crore up to `4 crore	4
	(c) Loans more than `4 crore up to `6 crore	6
	(d) Loans more than `6 crore	10
5	Relevant Experience and proven track record of proposed PMU Team Leader / Project Anchor in the field of enterprise promotion, entrepreneurship, skilling, credit mobilization through banks / FIs managing large scale development projects etc. (Supported CVs to be submitted)	
	(a) More than 5 years and up to 7 years	2
	(b) More than 7 years and up to 10 years	4
	(c) More than 10 years and up to 15 years	6
	(d) More than 15 years	10
6	Understanding note/write up on scope of work of the RFP and commenting on enterprise/entrepreneurship ecosystem in India including comment on proposed digital MIS platform and sustainability framework for SCKs (not more than 1000 words)	10
	Total (A)	70

B	Presentation on Proposed Plan, Proof of Concept and Roll out strategy	
	Presentation on ✓ capability statement to implement the project. ✓ Proposed action plan and roll out strategy. ✓ Team Structure ✓ Financial Modeling/Methodology, ✓ Innovative ideas for effectiveness of engagement and possibilities of institutionalizing for long term sustainability.	30
	Total (B)	30
	Total	100

- 7.6.6.** The Bank at its discretion may reject the proposal of the agency, without giving any reason whatsoever, if in the Bank's opinion the agencies could not present or demonstrate the proposed assignment.
- 7.6.7.** During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered or permitted.
- 7.6.8.** The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.
- 7.6.9.** Documentary evidence must be submitted for each criteria and undertaking or declaration made by the agency must be on its letter head and is to be signed by an authorized signatory.
- 7.6.10.** Completion Letter / Reference Letter from relevant Senior Executive of the agency to be attached for each engagement reference mentioned.
- 7.6.11.** The technical bid will be analyzed and evaluated, based on which the **Relative Technical Score (RS_{Tech})** shall be assigned to each bid on the basis of parameters mentioned above.
- 7.6.12.** **Relative Technical Score (RS_{Tech})** for each agency will be calculated as follows based on parameters indicated in **7.6.5**.

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

Where,

RS_{Tech} = Relative score obtained by the bidder

T = Technical score obtained by bidder

T_{high} = Highest Technical Score secured among the Bidders

- 7.6.13.** Technical Bids receiving a RS_{Tech} greater than or equal to a score of 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- 7.6.14.** If less than 3 bidders qualify as per above criteria (RS_{Tech} ≥ 70), **SIDBI reserves the right to short list maximum top 3 bidders subject to RS_{Tech} ≥ 60.**

7.7. Commercial Bid

- 7.7.1.** All prices should be quoted in (INR) only. Bids in currencies other than INR may not be considered.
- 7.7.2.** 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.
- 7.7.3.** In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
- 7.7.4.** Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.
- 7.7.5.** 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 favor. This will remain applicable throughout the contract period.

7.8. Evaluation of Commercial Bids

- 7.8.1.** Only technically shortlisted bidders would be invited for opening of commercial bids, the date and time for opening of commercial bids would be separately advised by the Bank. The bidders are required to depute their representative for the same.
- 7.8.2.** The commercial bid evaluation will be done on the basis of quote for the assignment which shall comprise of activities as indicated in **clause 6.7**.
- 7.8.3.** The quote shall be for 5 years of implementation and handholding support for next 12 months of enterprise creation to be assessed for selecting the bidder at this stage.
- 7.8.4.** The agency with the highest QCBS score will be selected for further discussion for finalizing contract subject to satisfying all the terms and conditions defined in this RFP document.
- 7.8.5.** Relative Commercial Score (RS_{com}) for each bidder will be calculated as follows:

$$RS_{com} = C_{low}/C*100$$

Where,

RS_{com} = Relative Score of Commercial Bid of the Bidder

C = Commercial Bid value of the bidder under consideration

C_{low} = Lowest commercial bid value out of all the commercial bids obtained.

7.9. Arithmetic errors correction

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

- 7.9.1.** 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.
- 7.9.2.** If the vendor 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.
- 7.9.3.** 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 effect the relative ranking of any bidder.

7.10. Final Selection of Eligible Bidder

- 7.10.1.** A "Combined Score" will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a weightage of 75% for technical and 25% for commercials.
- 7.10.2.** Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:
$$RS = RS_{Tech} \times 0.75 + RS_{Com} \times 0.25$$
- 7.10.3.** The bidder with the highest Relative Score (RS), upto 2 decimals, will be selected for further discussion.
- 7.10.4.** In case of a tie after the commercial evaluation stage, the Bank's decision will be final and will be based on marks scored in the technical evaluation only.
- 7.10.5.** Kindly note that the evaluation committee reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the evaluation committee decision on techno-commercial evaluation is FINAL.
- 7.10.6.** The Bidders shall submit their offers strictly in accordance with the terms & condition of the Tender document.

8. Terms and Conditions

8.1. General

- 8.1.1** The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
- 8.1.2** Information provided in this RFP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RFP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
- 8.1.3** Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.

8.2 Definitions

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

- 8.2.1** "The Bank" means Small Industries Development Bank of India (SIDBI).
- 8.2.2** 'Bidder' means the respondent to the RFP document.
- 8.2.3** 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
- 8.2.4** 'RFP' or 'RFP' or 'Tender' means the Request For Proposal document.
- 8.2.5** 'Bid' may be interchangeably referred to as 'Offer'.
- 8.2.6** 'BFSI' implies Scheduled Commercial Banks in public or private sector / All India FIs / Insurance Companies will be considered under BFSI.
- 8.2.7** "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Regional Offices / other offices of the Bank and the Vendor/Bidder/Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 8.2.8** "Agency", "Firm", "Company", "Bidder", "vendor" means any entity or person or associations of person (constitution of association of person may be in the form of any legal entity like partnership, public / private limited company, LLP, etc.) who have been identified to submit their proposal for providing services under this Contract.
- 8.2.9** "Applicable Law" means all laws, brought into force and effect by the Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract.

- 8.2.10** references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- 8.2.11** the table of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.
- 8.2.12** the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.
- 8.2.13** any reference to a day shall mean a reference to a calendar day;
- 8.2.14** any reference to a "business day" shall be construed as reference to a day (other than a Sunday) on which banks in the State are generally open for business;
- 8.2.15** any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- 8.2.16** time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

8.3 Priority of agreements, clauses and schedules

8.3.1. a) This Contract, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory, and unless otherwise expressly provided elsewhere in this Contract, the priority of this Contract and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- (i) this Contract;
- (ii) the RFP inclusive of pre-bid clarifications or amendments or corrigendum;
- (iii) Offer Letter;
- (iv) Proposal; and
- (v) all other agreements and documents forming part hereof or referred to herein.

8.3.1. b) Subject to the provisions of **clause 8.3.1(a)**, in case of ambiguities or discrepancies within this Contract, the following shall apply:

- between two or more Clauses of this Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- between the Clauses of this Contract and the Appendix, the Clauses shall prevail;
- between any two Appendix, the Appendix relevant to the issue shall prevail; and
- between any value written in numerals and that in words, the latter shall prevail.

8.3.2. Relation between parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the SIDBI and the Implementing Agency. The Implementing Agency, subject to this Contract, have complete charge of Personnel and

Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

8.3.3. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

8.3.4. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, fax, or email.

8.3.5. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

8.3.6. Location

The Services shall be performed at such locations as the SIDBI may approve.

8.3.7. Taxes and Duties

The Implementing Agency and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law and the SIDBI shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed. The SIDBI shall not be liable for any tax levied on the remuneration and allowances of the Implementing Agency as per this contract.

8.4. Commencement, Completion, modification, and Termination of Contract

8.4.1. Effectiveness of Contract

This Contract shall come into force and effect from **the date of execution of "Service Provider Agreement"** between SIDBI and the Implementing/Partner Agency.

8.4.2. Expiration of Contract

Unless terminated earlier pursuant to conditions specified in **Clause 8.4.4.7.** or otherwise extended, this Contract shall expire when services have been completed and all payments have been made as specified.

8.4.3. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties to the contract or their duly authorized representatives.

8.4.4. Force Majeure

8.4.4.1. Definition

a. For the purposes of this 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, pandemic, epidemic, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, nationwide strikes, lockouts or other industrial action, confiscation or any other action by government agencies.

b. Force Majeure shall not include

- any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees;
- any economic hardship, insufficiency of funds or failure to make any payment required hereunder;
- strike, lockout and other industrial actions restricted to the employees or personnel of the Parties;
- general routine Covid-19 quarantine requirements and other restrictions, which do not result in complete lockdown or shut down or prevention of work from home;
- any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

8.4.4.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this 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 this Contract.

8.4.4.3 Measures to be Taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event. Submission of such notice shall be a condition precedent to any relief under this **Clause 8.4.4**. And shall similarly give notice of the restoration of normal conditions as soon as possible.

- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

8.4.4.4. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. This doesn't preclude the SIDBI from extending the time period of the assignment.

8.4.4.5. Consultation

Not later than thirty (30) days after the Implementing Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

8.4.4.6. Suspension

The SIDBI may, by written notice of suspension to the Implementing Agency, suspend all payments to the Implementing Agency hereunder if the Implementing Agency fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Implementing Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Implementing Agency of such notice of suspension.

8.4.4.7. Termination

8.4.4.7.1. By the SIDBI

- a. The SIDBI may, by not less than thirty (30) days' written notice of termination to the Implementing/Partner Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (b) through (h) of this **Clause 8.4.4.7**, terminate this Contract.
- b. if the Implementing/Partner Agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to **Clause 8.4.4.6** hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the SIDBI may have subsequently approved in writing;
- c. if the Implementing/Partner Agency becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- d. if the Implementing/Partner agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 8.9** hereof;

- e. if the Implementing/Partner agency submits to the SIDBI a statement, representation or warranty which has a material effect on the rights, obligations or interests of the SIDBI and which the Implementing/Partner agency knows to be false;
- f. if, as the result of Force Majeure, the Implementing/Partner Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- g. if the SIDBI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- h. if the Implementing/Partner agency, in the judgment of the SIDBI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the SIDBI, and includes collusive practice among bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the SIDBI of the benefits of free and open competition.

8.4.4.7.2 By the Implementing/Partner Agency

The Implementing/Partner Agency may, by not less than thirty (30) days' written notice to the SIDBI, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this **Clause 8.4.4.7.2**, terminate this Contract:

- a. if the SIDBI fails to pay any money due to the Implementing/Partner Agency pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within sixty days (60) days after receiving written notice from the Implementing Agency that such payment is overdue.
- b. if the SIDBI fails to comply with any final decision reached as a result of arbitration pursuant to **Clause 8** hereof.

8.4.4.8. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses 8.4.4.7.1 or 8.4.4.7.2** hereof, the Implementing/Partner Agency shall, immediately upon dispatch or receipt of such notice, take all 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. With respect to documents prepared by the Implementing/Partner Agency and equipment and materials furnished by the SIDBI, the Implementing/Partner Agency shall proceed as provided, respectively, by **Clauses 8.5.10 or 8.5.11** hereof.

8.4.4.9. Payment upon Termination

In the event of such termination, the Implementing/Partner Agency shall be compensated for the actual amount of work performed in accordance with the terms of this Contract, Scope of Work and RFP as on the date of termination on pro rata basis after offsetting against these payments any amount that may be due from the Implementing/Partner Agency to the SIDBI. All advances paid to the Implementing/Partner agency shall be immediately refunded to the SIDBI.

8.4.4.10. Disputes about Events of Termination

If either Party disputes whether an event specified in **Clauses 8.4.4.4.7.1 or 8.4.4.7.2** hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to **Clause 8.9** hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

8.5. Obligations of the Implementing/Partner Agency

8.5.1. General

8.5.1.1. Standard of Performance

The Approach and Methodology followed by the Implementing/Partner Agency for performing its Services should be in line with the requirements spelt out in the RFP. Any deviation will require approval of the SIDBI. The Implementing/Partner Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Implementing/Partner Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SIDBI, and shall at all times support and safeguard the SIDBI legitimate interests in any dealings with Sub-consultants or Third Parties.

8.5.1.2. Law Governing Services

The Implementing/Partner Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Implementing/Partner Agency and any Sub-consultants, comply with the Applicable Law. The Implementing/Partner Agency shall also obtain any and all Applicable Permits required to be obtained by it for the performance of the obligations under this Contract.

8.5.2. Conflict of Interest

8.5.2.1. The Remuneration of the Implementing/Partner Agency pursuant to **Clause 6.8** hereof shall constitute the Implementing/Partner Agency's sole remuneration in connection with this

Contract or the Services and, subject to **Clause 8.5.2.2** hereof, the Implementing/Partner Agency shall not accept for their own benefit any trade commission, discount or similar

payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Implementing/Partner Agency shall use their best efforts to ensure that any Sub- consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 8.5.2.2.** If the Implementing/Partner Agency, as part of the Services, have the responsibility of advising the SIDBI DFI on the procurement of goods, works or services, the Implementing/Partner Agency shall comply with any applicable procurement guidelines of the Government of India/SIDBI/ and shall at all times exercise such responsibility in the best interest of the SIDBI. Any discounts or commissions obtained by the Implementing/Partner Agency in the exercise of such procurement responsibility shall be for the account of the SIDBI.

8.5.3. Confidentiality

The Implementing/Partner Agency their Sub-consultants and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the SIDBI business or operations without the prior written consent of the SIDBI.

Parties agree that Implementing/Partner Agency shall submit the Deliverables and all documents / presentations in a mutually acceptable format for the project. SIDBI agrees that no separate mention of Implementing/Partner Agency in connection therewith is made by the SIDBI in any redistributed Deliverables to any third party, except Government of India or any public announcement without the prior written consent of the Implementing/Partner Agency.

8.5.4. Liability of the Implementing/Partner Agency

The Implementing/Partner Agency's liability under this Contract shall be as provided by the Applicable Law. Subject to the above and except in case of negligence, fraudulence activities or gross misconduct attributable to the Implementing/Partner Agency or its resources/ employees and/or infringement of the third party's intellectual property rights by the Implementing/Partner Agency in performance of its obligations under this contract, Implementing/Partner Agency's aggregate liability to SIDBI for any and all claims, including third party claims, or losses arising from or in connection with or relating to the Contract, will not exceed an amount equal to the fees paid by SIDBI to Implementing/Partner Agency for the Service or Deliverable that gave rise to the claim.

8.5.5. Insurance to be taken out by the Implementing/Partner Agency

Insurance wherever applicable shall be taken by Implementing/Partner Agency. All costs involved in taking the insurance will be borne by the Implementing/Partner agency.

8.5.6. Reporting Arrangements

The Implementing/Partner agency shall neither seek nor accept instructions from any authority external to the SIDBI in connection with the performance of services under the Contract.

8.5.7. Accounting, Inspection and Auditing

The Implementing/Partner Agency (i) shall keep accurate and systematic accounts and records in respect of the Services, in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and (ii) shall permit the SIDBI or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the SIDBI.

8.5.8. Implementing/Partner Agency's Actions Requiring SIDBI's Prior Approval

The Implementing/Partner Agency shall obtain the SIDBI's prior approval in writing for extension of time period for completion of services for any reason including Force majeure.

8.5.9. Reporting Obligations

The Implementing/Partner agency shall furnish, compile or make available at all times to the SIDBI and records of information, oral or written, which the SIDBI may reasonably request of the services to be performed under this contract.

8.5.10. Documents Prepared by the Implementing/Partner Agency to Be the Property of SIDBI

- a. All drawings, photographs, reports, recommendations, estimates, documents and all other data compiled or received by the Implementing/Partner Agency under this Contract and the intellectual property therein,
 - (i) shall be owned by and be the property of the SIDBI,
 - (ii) shall be treated by the Implementing/Partner Agency, its personnel, sub-contractors and advisers as confidential,
 - (iii) shall be delivered only to the duly authorized officials of SIDBI on completion of work under this Contract or as may otherwise be specified by the SIDBI under this Contract. In no event shall the contents of such document or data be made known by the Implementing Agency to any person or organization without written approval of the SIDBI.
- b. All copyright, patents and other intellectual property rights in all countries, Contract, proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract, shall become the property of the SIDBI as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as the SIDBI may determine appropriate.
- c. Background IPR: Final versions of presentations, reports and other material that Implementing/Partner Agency provide to SIDBI will become SIDBI's property ("Deliverables"). Implementing/Partner Agency shall retain ownership of its underlying intellectual property, including its knowledge of business principles and

those analytical concepts, approaches, methodologies, models, processes, discoveries, tools, ideas and formats developed by Implementing/Partner Agency

staff in course of its work for clients, or during its own research ("Implementing Agencies Methodology"). In the course of providing the Services, Implementing/Partner Agency may also develop or enhance its collective knowledge which shall be considered Implementing/Partner Agency Methodology.

- d. If Implementing/Partner Agency agrees to SIDBI disclosing the Deliverables to third parties, SIDBI agrees that Implementing/Partner Agency will not be responsible for any losses incurred by SIDBI or any third party as a result of or in connection with such disclosure, or the third party's use of or reliance on the Deliverables or any other aspect of Implementing/Partner Agency's work.

8.5.11. Equipment and Materials Furnished by the SIDBI

This Clause will be applicable in the event any equipment or material is made available by SIDBI. Equipment and materials made available to the Implementing/Partner Agency by the SIDBI or purchased by the Implementing/Partner Agency and/or SCKs with funds provided by the SIDBI, shall be the property of the SIDBI and shall be marked accordingly. Upon termination or expiration of this Contract, the Implementing/Partner Agency and/or SCKs shall make available to the SIDBI an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the SIDBI's instructions. Such equipment or property when returned to the SIDBI shall be in the same condition as when delivered to the Implementing agency, subject to normal wear and tear. The Implementing agency shall, in any event be liable to the SIDBI for the loss of or damage to such equipment or property through his/her fault or negligence.

8.5.12. Monitoring of Implementing/Partner Agency and/or SCKs Performance

The SIDBI would monitor the progress of the project through meetings with the Implementing/Partner Agency at a time and place to be indicated by the SIDBI.

8.6. Indemnification

- 8.6.1. The Implementing/Partner shall indemnify, hold and save harmless and defend at its own expenses the SIDBI and its personnel from and against all suits, claims, demands and liability of any nature whatsoever, including without limitations, costs and expenses arising out of acts or omissions of the Implementing/Partner Agency, its employees and/or agents caused by or resulting from any operations(s) conducted by or on behalf of the Implementing/Partner Agency.

- 8.6.2. The Implementing/Partner shall, at all times, further indemnify SIDBI against any damages, cost, expenses and/or claims occasioned by any infringement(s) of Copyrights or Intellectual property (IPRs) of any third party occasioned by the services acts or commissions or omission or on behalf of the Implementing/Partner agency.

8.6.3. Any failure or delay on the part of any party to exercise right or power hereunder shall not operate as a waiver thereof.

8.6.4. Neither this Contract nor any rights under it may be assigned by either party without the express prior written consent of the other party. However, upon assignment of the

assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.

8.6.5. The Implementing/Partner agency shall at all times indemnify the SIDBI against any claims which may be made under the Workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen, staff and agent of the Implementing agency or to the person whether in the employment of the Implementing/Partner agency or not.

8.7. Fairness and Good Faith

8.7.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.8. Operation of Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **Clause 8.9** hereof.

8.9. Settlement of Disputes

8.9.1. Amicable Settlement

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

8.9.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in **Clause 8.9.3**

8.9.3. Dispute Settlement Mechanism

8.9.3.1. Arbitration

- a. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- b. In case of Dispute or difference arising between the Bank and a Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- c. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- d. Arbitration proceedings shall be held at Lucknow, Uttar Pradesh India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- e. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Lucknow, Uttar Pradesh, India only.
- f. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- g. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- h. No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

8.9.3.2. Jurisdiction

In case of any dispute, jurisdiction shall be a court in Lucknow, Uttar Pradesh, India only.

8.10. Representation and Warranties

Each Party hereby represents and warrants to the other Party as follows:

8.10.1. it is duly incorporated and is validly existing and in good standing under the laws of its country of incorporation.

8.10.2. it has the power and authority to enter into and perform its obligations under this Contract;

8.10.3. this Contract has been duly authorised, executed and delivered by it and constitutes the legal, valid and binding obligation of it;

8.10.4. there is no pending or threatened litigation or claim which would materially impair its ability to perform its obligations under this Contract; and

8.10.5. the performance of its obligations under this Contract will not result in the breach of any term or provision of, or constitute a default under, any judgment, decree, indenture, mortgage or other agreement or instrument to which it is a party or by which it is bound, nor will such performance conflict with any charter, by-law or similar provision applicable to it. There are no conflicts or violations of Applicable Law which would materially affect its right or ability to comply with the terms of this Contract.

8.11. Breaches of Intellectual Property Rights

8.11.1. The bidder shall not use:

- a. any intellectual property of the SIDBI except to the extent expressly permitted by this Contract; or
- b. in the performance of this Contract, any other material subject to any third-party intellectual property rights to which they have not been granted an appropriate license.

8.11.2. The bidder shall defend, indemnify and hold the SIDBI harmless against all claims, costs, charges and expenses arising from, or incurred by reason of, any actual infringement or alleged infringement of any rights in the any intellectual property of the SIDBI or intellectual property rights in the Services granted to SIDBI.

8.11.3. The bidder shall indemnify and hold the SIDBI harmless against and from any claim which arises out of or in relation to the Implementing Agency's performance of the Services. If, pursuant to any claim to which the indemnity in this **Clause 8.11** applies, the Services or any part thereof are held to constitute an infringement of the third party's intellectual property rights and/or use of the Services or any part thereof, the Implementing/Partner Agency shall, at its own cost, either procure for the SIDBI a non-terminable, non-exclusive, royalty-free transferable license from such third party to enable the SIDBI and its successors in title to the Services or, with the SIDBI prior written consent, reperform the Services enjoined with non-infringing Services of an equal or higher quality or modify the Services enjoined so that Services become non-infringing, provided, however, that no such replacement or modification shall in any way relieve the Implementing/Partner Agency of liability for any of its obligations under this Contract.

Bidder indemnity obligations shall be contingent upon bidder sole right to defend such claims, Implementing/Partner Agency shall have no liability or obligation to indemnify SIDBI for any claim of infringement based upon use of superseded or altered version of the Deliverables by SIDBI, if the SIDBI uses the Deliverables for a purpose other than that contemplated by the engagement, if such infringement would have been avoided by the use of the Deliverable in a version that Implementing/Partner Agency has provided to client or use of the Deliverables in a manner that violates the terms of this contract.

8.11.4. If a Party is entitled to be indemnified under this **Clause 8.11**, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

8.11.5. Without in any way limiting the foregoing provisions of this **Clause 8.11**, in the event of any such claim:

- a. the bidder shall at the SIDBI request but at the Implementing/Partner Agency's own expense, complete one or more of the following without delay:
- b. procure for the SIDBI the right to continue to use the intellectual property rights in question; or
- c. modify or replace the subject-matter of the activities permitted by this Contract (at no cost to the SIDBI) so that it becomes non-infringing without loss of functionality or compatibility or affecting its use.

8.12. Warranty

8.12.1. The bidder represents and warrants that:

- a. the intellectual property rights licensed by the Implementing/Partner Agency to the SIDBI, or any part of them:
- b. is accurate or valid;
- c. is suitable for the Contractor's purpose;
- d. is capable of being patented;
- e. shall not cause any loss, damage or injury; or
- f. the use of such intellectual property rights licensed by the Implementing/Partner Agency to the SIDBI does or shall not infringe the rights of any third party.

8.12.2. The bidder warrants and represents that:

- a. it has all rights and licenses necessary to grant the SIDBI the licenses of intellectual property granted in this Clause []; and
- b. the use of intellectual property by (or on behalf of) the SIDBI, will not infringe the intellectual property rights of any third party.



**Request for Proposal for Selection of Implementing/Partner Agency(ies)
to 'Roll out Swavalamban Connect Kendras'**

ANNEXURE-I

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

To,
The Deputy General Manager
Small Industries Development Bank of India
Programmes for Development and Impact [PDI]
6th Floor, SIDBI Tower, 15, Ashok Marg
Lucknow – 226001

Dear Sir,

**Selection of Implementing/Partner agency to roll out Swavalamban Connect Kendra in
.....(name of State) (For each state separate application to be submitted)**

Tender No. T000294060 dated June 09, 2023

1. We, the undersigned bidders, having read and examined the aforesaid RFP document in detail, do hereby propose to extend the services as specified in the above-mentioned Tender document and submit the following as per requirement.
2. 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.
3. We hereby agree to comply with all the terms and conditions / situations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, 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. We understand that any deviation may result in disqualification of our bid.
4. We also undertake to have read, understood and accepted the terms and conditions, especially those related to evaluation and selection processes mentioned in the RFP except the points mentioned in **Annexure-VII (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RFP, we also understand not to have any option to raise any objection against any of the said processes defined in the RFP in any future date.
5. We agree to abide by this offer till 180 days from the date of last day for submission of offer (bid).
6. We hereby declare that we have submitted all information and documents in the manner and prescribed formats desired in RFP.
7. We understand that the SIDBI is not bound to accept any Proposal that is received.

Thanking you,

Yours sincerely,

Date:
Place:

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



**Request for Proposal for Selection of Implementing/Partner Agency(ies)
to 'Roll out Swavalamban Connect Kendras'**

ANNEXURE - II

**APPLICATION FOR SELECTION OF IMPLEMENTING/PARTNER AGENCY TO ROLL OUT SWAVALAMBAN
CONNECT KENDRA
(to be submitted on Agency letter head)**

To,
The Deputy General Manager
Small Industries Development Bank of India
Programmes for Development and Impact [PDI]
6th Floor, SIDBI Tower, 15, Ashok Marg
Lucknow – 226001

We hereby offer to submit our request for Selection of Agency to roll out Swavalamban Connect Kendra as per terms and conditions of RFP in the identified districts of **State of** as per proposal reference Tender RFP No. **T000294060** dated **June 09, 2023**. We have read and understood the content of RFP and further state that we unconditionally accept and abide by the terms & conditions specified therein.

Brief Profile of our agency is as under:

Sr. No.	Brief Contents	Application has to be submitted
1	Name of the Implementing/Partner Agency	
2	Constitution of Agency	Please enclose supporting document
3	Date of Establishment/incorporation	
4	MSE or Start-up [Y/N],	Y/N (if yes, pls submit latest Udyog Registration /certificate of DPIIT/certificate stating investment in P&M/Equipment and turnover)
5	PAN Number	If exempted, submit the details
6	GSTIN Details,	If exempted, submit the details
7	Main Activity of Agency	
8	Number of Years in similar activity	
9	Office Addresses	
(i)	Registered Office Address	Please enclose supporting document
(ii)	Address for Correspondence	
(iii)	Address of Offices in other places of country	Please enclose Separate sheet along with annexure
10	Name of the Partners/ Directors and contact number and mail ids	(i) (ii) (iii) Separate sheet may be used
11	Details of Key Personnel of Agency who will be involved / coordinate in rolling out Swavalamban Connect Kendra's	Name: Designation: Mobile No: E-mail Id In case of more than one key personnel, use separate sheets (Please enclose detailed Resume/CV having qualifications, experience, notable skills and achievements etc).
12	No. and the list of relevant development work being undertaken on similar lines during last 3 years prior to the date of RFP. The relevant order copies to be enclosed.	
	With GoI / UN agencies	
	With Private Sector	
	With Public Sector / PSU	
	Others, if any	
	Have you served / worked for SIDBI recently or in past please attach suitable proof.	
	Detail of awards, if any received	
13	Infrastructure	
	Number of owned/Rented Offices Pls submit details in separate sheet, in case more than one office
	Number of Permanent Staff (Office wise) Please submit in detail in separate sheet

		[Name, designation, place of posting, mobile number. E-mail and PF id (if available)]	
	Administrative Staff	
	Field Staff	
	Number of Temporary/Contractual Staff (Office wise)	
	Computer hardware and software facilities		
	Research / Analysis tool		
	Any Other relevant information		
14	Turn over Details for latest 3 Financial Years	(Rs. in Lakh)	
	Financial Year	Gross Turnover	Net Profit (if applicable)
	FY 2023		
	FY 2022		
	FY 2021		
	(Copies of Audited Balance Sheet, Profit & Loss a/c with Auditors Report to be enclosed for last three years), if doesn't fall under audit purview, CA certified financials required.		
15	List of organization with whom currently empaneled [satisfactory Performance Certificate (not more than 6 months old) in support thereof to be enclosed].		
16	Name of Banker and account details		
17	Tender Cost details (to be submitted state-wise separately) If exempted, pls submit MSE /Start-up certificate	Amount (in `): PO/DD No.: UTR No. (if RTGS/NEFT): Drawn on: Date:	
18	EMD details and Amount [Please attach documentary evidence] EMD to be submitted state-wise separately. If exempted, pls submit MSE /Start-up certificate	Amount (in `): PO/DD No.: UTR No. (if RTGS/NEFT): Drawn on: Date:	
19	the Agency should submit proven established credentials regarding experience in this line in a summary sheet along with this application.		
20	Self-declarations on the agency's Letter head that there are no outstanding income tax / sales tax dues/other statutory dues.		
21	Details of awards and accreditation received (attach proof)		
22	Two references from reputed / organizations / institutions		
23	Do you have desired capacity, infrastructure and experience to take up the proposed project as per scope of work and terms & conditions of RFP		
24	Any other information as aligned to Minimum Eligibility Criteria and technical scoring patterns.		

Declaration(s):

- ✓ I/We here by certify that all particulars given above are correct and true to the best of my / our knowledge. In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit, (including termination of contract and/or blacklist and debar), without any prior intimation to me/us.

Date:

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

TECHNICAL BID

Tender No. T000294060 dated June 09, 2023

S. No.	Eligibility Criteria	Supporting Documents required to be submitted	Bidders response (pls also indicate Reference Page No. of relevant document in RFP response)
1	The agency should have been in existence in India since April 01, 2018 or earlier#. The agency should be a Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC (Multinational Company) / Public Limited Company / Society / Trust / Section 8 company registered or incorporated in India. (It should not be an Individual / Proprietary Concern / HUF etc.).	Self-certified Certificate of Incorporation / Constitutional Documents to be furnished such as Certificate of Incorporation along-with MoA/AoA, Partnership Deed, Trust Deed, Copy of Bylaws, PAN, TAN, GSTIN Certificate and any other tax related document if applicable.	
2	The agency should have a presence in minimum of 50% of the districts of the proposed state as per RFP. Presence means: (i) owned/rental offices, permanent representative working from home in the district for last one year, (ii) offices of sponsored/partner agencies having established relationship with Bidder Agency. (iii) Bidder Agency has worked in state(s) in last 3 years for which applying for.	Self-Certified details of all the addresses/manpower across the state.	
3	If an Agency considers that it may enhance its expertise for the assignment by associating with any other agency in the form of a Joint Venture or as consortium, it may do so. In such a case, credentials of lead organization shall only be considered.	Self-certified letter on Agency's letterhead (Lead organization), specifying the names of associating Agencies to be furnished as per prescribed format.	
4	Have average turnover of not less than ₹2 crore during last three financial years. #	Audited financial statements of last 3 years / CA certified statement for Annual turnover of previous 3 years to be submitted.	
5	The Agency should have a proven track record of implementing at least three development projects of minimum 50 lakh, at least one in the bidding state, related with livelihood/enterprise creation and enterprise promotion. In case of consortium/JV, credentials of lead organization shall only be considered.	A self-certified letter along with summary of projects with supporting evidence thereof.	
6	The Agency should not have been penalised or found guilty in any court of law and shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that	Self- Certification by the agency on letter head to be provided. However, SIDBI would have the right to independently verify the same.	

	may have impact or compromise the delivery of services required.		
7	The agency / bidder should submit a certificate to the effect that the bidder is not owned or controlled by any director/officer/employee of SIDBI or their relatives.	Self-Declaration by the agency on Company's letter head	
8	The agency has not defaulted to any Bank / Financial Institution within the jurisdiction of India.	A self-certified letter on letter head to be submitted.	
9	Should have fulfilled its tax / statutory obligation to the Government. Any disputed/contingent liability pending before tax authority, if any, must be clearly indicated in certificate.	Company Secretary or Chartered Accountant certificate certifying no statutory / tax dues of latest date.	
10	The agency / bidder should submit Pre-Contract Integrity Pact as per format provided	Pre-contract Integrity Pact duly signed by authorised signatory on letter head of agency. [On awarding of contract, the same shall be executed on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format.]	

Note:

- a. Documentary evidence must be submitted for each criteria and all self-declaration mentioned shall be submitted separately.
- b. Completion Letter/ Reference Letter from relevant Senior Executive of the client to be attached for each engagement reference mentioned.
- c. Summary of at least 3 projects, giving the following details in a separate sheet:
 - Name of the Client
 - Nature of the Services / Project implemented.
 - Scope of the work
 - Number of partners / franchise / NGOs/ CBOs
 - Locations (State / District)
 - Date of award of Contract
 - Date of commencement of the services
 - Whether the work has been vetted / audited by any independent Agency / Institutional Service providers of repute, and if so, outcome thereof. (Any third-party report to be attached)
 - Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (Attach copies of contracts)
- d. SIDBI reserves the right to ask for additional / alternate documents from the bidder in case of any clarification required.
- e. Non - submission of any of the specified documents by the bidder would result in rejection of bid.
- f. Apart from the above, the Agency is also required to submit the following information:
 - (i) Board resolution authorizing the authorized signatory to sign on behalf of the agency.
 - (ii) Income Tax returns for past three years.



**Request for Proposal for Selection of Implementing/Partner Agency(ies)
to 'Roll out Swavalamban Connect Kendras'**

Annexure - IV

To,
The Deputy General Manager
Small Industries Development Bank of India
Programmes for Development and Impact [PDI]
6th Floor, SIDBI Tower, 15, Ashok Marg
Lucknow – 226001

Dear Sir,

Declaration Regarding Non-Blacklisting/Clean Track Record
Tender No. T000294060 dated **June 09, 2023**

I /we have carefully gone through the Terms & Conditions contained in the RFP No. Tender No. T000294060 dated **June 09, 2023** regarding selection of Implementing/Partner Agency to roll out Swavalamban connect Kendra. We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by us in **Annexure – III** is true and correct and we will be able to perform this contract as per RFP document.

I/We hereby declare that I/we has/have not been debarred/ blacklisted by any Public-Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last 3 years from the date of RFP. I/we further certify that I am /we are competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date:
Place:

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

Letter of Competence

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

Selection of Implementing/Partner Agency to roll out Swavalamban Connect Kendra

Tender No. T000294060 dated June 09, 2023

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

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

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

Thanking you,

Yours sincerely,

Date:
Place:

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



**Request for Proposal for Selection of Implementing/Partner Agency(ies)
to 'Roll out Swavalamban Connect Kendras'**

Annexure - VI

**Letter of Conformity
(To be submitted on Prime Bidder's company letter head)**

The Deputy General Manager
Small Industries Development Bank of India
Programmes for Development and Impact [PDI]
6th Floor, SIDBI Tower, 15, Ashok Marg
Lucknow – 226001
Dear Sir,

**Selection of Implementing/Partner Agency to roll out Swavalamban Connect Kendra
Tender No. T000294060 dated June 09, 2023**

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in Annexure-VII of the main RFP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.

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

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

Thanking you,

Date:
Place:

Yours sincerely,
Signature of Authorised Signatory:
Name of Authorised Signatory:
Designation:
Name of the Organization:
Seal



**Request for Proposal for Selection of Implementing/Partner Agency(ies)
to 'Roll out Swavalamban Connect Kendras'**

Annexure - VII

**Statement of Deviations
(To be submitted on Bidder's company letter head)
Selection of Implementing/Partner Agency to roll out Swavalamban Connect Kendra
Tender No. T000294060 dated June 09, 2023**

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

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

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

List of Deviations				
S. No.	Clarification point as stated in the tender document	Page No. In RFP	Section No. in RFP	Comment/ Suggestion/ Deviation
1.				
2.				
3				

<additional rows may be added, if required>

Signature of Authorised Signatory:

Date
Place

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

**Bid Security Form
(Sample Format -TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)**

To: SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of **Request for Proposal (RFP) No. T000294060 dated June 09, 2023** for "Selection of Implementing/Partner Agency to roll out Swavalamban Connect Kendra" (hereinafter called the 'the RFP') to you.

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

AND WHEREAS we -----Bank having its registered / head office at ----- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ` ----- (Rupees ----- only) on behalf of the Vendor.

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

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

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

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

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

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



**Request for Proposal for Selection of Implementing/Partner Agency(ies)
to 'Roll out Swavalamban Connect Kendras'**

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

Signature and Seal of Guarantors (Vendor's Bank)

Date.....

Address

.....

.....



**Request for Proposal for Selection of Implementing/Partner Agency(ies)
to 'Roll out Swavalamban Connect Kendras'**

Annexure IX

Conformity of Hardcopies

(To be submitted on Bidders Company letter head)

Date: _____

To
The Deputy General Manager
Small Industries Development Bank of India
Programmes for Development and Impact [PDI]
6th Floor, SIDBI Tower, 15, Ashok Marg
Lucknow – 226001

Dear Sir,

Tender No. T000294060 dated June 09, 2023

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

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

Authorized Signatories

Name:_____

Designation: _____

Company Seal:



**Request for Proposal for Selection of Implementing/Partner Agency(ies)
to 'Roll out Swavalamban Connect Kendras'**

Annexure-X

Power of Attorney

**RFP T000294060 dated June 09, 2023
To be submitted on letterhead**

BY THIS POWER OF ATTORNEY executed on _____, 2023 We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Small Industries Development Bank of India' ("SIDBI") relating to 'Request for proposal Tender No. T000294060 dated June 09, 2023 for " selection of Implementing/Partner agency to roll out Swavalamban Connect Kendra" and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of _____

WITNESS:

Signature of ____

Attested

**Pre Contract integrity Pact
(To be executed on a non-judicial stamp paper of worth Rs.100/-)**

1. General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of -----, 2023 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 (hereinafter called the "SIDBI", which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s ----- represented by Shri ----, Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the SIDBI proposes to appoint consultant Agency to roll out Swavalamban Connect Kendra and the BIDDER is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

2. Commitments of SIDBI

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

2.2. SIDBI will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.3. All the officials of SIDBI will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to SIDBI with full and verifiable facts and the same is prima facie found to be correct by SIDBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by SIDBI and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by SIDBI the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

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

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

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of SIDBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to SIDBI that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to SIDBI or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of SIDBI or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by SIDBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

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

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount Rs..... as Earnest Money/Security Deposit as bid submitted for respective state, with SIDBI through any of the following instrument.

A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to SIDBI immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

OR

Through online fund transfer to SIDBI as per Bank account details mentioned in RFP.

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

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

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

6. Sanctions for Violations

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by SIDBI and SIDBI shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

(iv) To recover all sums already paid by SIDBI, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by SIDBI along with interest.

(vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to SIDBI resulting from such cancellation/rescission and SIDBI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

(vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of SIDBI.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by SIDBI with BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of decision by SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. Fall Clause

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

8. Independent Monitors

8.1. SIDBI is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by SIDBI

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of SIDBI including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. SIDBI will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the designed Authority of SIDBI within 8 to 10 weeks from the date of reference or intimation to him by SIDBI /BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

8. Validity

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

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

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

SIDBI

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

**Draft Format of Joint Bidding Agreement (in case of JV /Consortium)
(To be executed on stamp paper of appropriate value)**

THIS JOINT BIDDING AGREEMENT is entered into on this the day of.....June 2023...

BETWEEN

1. [•], (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [•]+, (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at]..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the [FIRST, AND SECOND] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) Small Industries Development Bank of India (SIDBI), having its head office at SIDBI Tower, 15, Ashok Marg, Lucknow – 226001 (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals by its **Request for Proposal No. T000294060 dated June 09, 2023 (the "RFP")** for selection of agency to roll out Swavalamban Connect Kendra.
- (B) The Parties are interested in jointly bidding for the assignment as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the assignment, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

- 1. **Definitions and Interpretations:** In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.
- 2. **Consortium**
 - a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the assignment.
 - b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this assignment, either directly or indirectly or through any of their Affiliates.
- 3. **Covenants:** The Parties hereby undertake that in the event the Consortium is declared the selected agency and awarded the assignment, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the agency in terms of the Contract for the assignment.
- 4. **Role of the Parties:** The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a. Party of the First Part shall be the Member in Charge of the Consortium shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the assignment and until the Effective Date under the Contract.
 - b. Party of the Second Part shall be [•].
- 5. **Joint and Several Liability:** The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the assignment and in accordance

with the terms of the RFP and the Contract, for the performance of the Contract.

- 6. Member in Charge or Lead Member:** Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Lead Member and the Bank shall be entitled to deal with such Lead Member as the representative of all Members.
- 7. Authorised Representation:** The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the assignment including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the authority, representing the consortium in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Bank in all matters in connection with or relating or arising out of the assignment.
- 8. Termination:** This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract in case the assignment is awarded to the Consortium. However, in case the Consortium is not selected for award of the assignment, the Agreement will stand terminated upon intimation by the Bank that it has not been selected and upon return of the Bid Security by the Bank.
- 9. Miscellaneous:** This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.
IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For	SIGNED, SEALED AND DELIVERED
and on behalf of MEMBER IN CHARGE	
by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:



**Request for Proposal for Selection of Implementing/Partner Agency(ies)
to 'Roll out Swavalamban Connect Kendras'**

Annexure - XIII

Land Border Sharing Declaration

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To
The Deputy General Manager
Small Industries Development Bank of India
Programmes for Development and Impact [PDI]
6th Floor, SIDBI Tower, 15, Ashok Marg
Lucknow – 226001

Dear Sir,

Selection of Implementing/Partner Agency to roll out Swavalamban Connect Kendra

Tender No. T000294060 dated June 09, 2023

We have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India.

We certify that this Agency is not from such a country or, if from such a country, has been registered with the competent authority.

We certify that this Agency fulfils all requirements in this regard and is eligible to be considered.
[Where applicable, evidence of valid registration by the competent authority shall be attached.]

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal



**Request for Proposal for Selection of Implementing/Partner Agency(ies)
to 'Roll out Swavalamban Connect Kendras'**

Annexure - XIV

**PARTICULARS FOR SELECTION OF IMPLEMENTING/PARTNER AGENCY TO ROLL OUT SWAVALAMBAN
CONNECT KENDRA
COMMERCIAL BID**

(to be submitted on their letter head)

The Deputy General Manager
Small Industries Development Bank of India
Programmes for Development and Impact [PDI]
6th Floor, SIDBI Tower, 15, Ashok Marg
Lucknow – 226001

We hereby offer to submit our request for the Selection of Implementing/Partner Agency to roll out Swavalamban Connect Kendras as per proposal reference Tender No. T000294060 dated June 09, 2023 for the state of _____. We have read and understood the content of RFP. We unconditionally accept & abide by the terms & conditions specified therein.

Particulars	Amount (₹ in lakh (exclusive of taxes))
Project management Cost [including fee and Project Management Unit [State Project Managers/Zonal Managers/Field Manager]	
Cost of setting up and operating/running of SCKs (CAPEX and OPEX cost of running SCKs for at least 5 years and setting up of enterprises etc.). A financial model for self-sustainability is also desirable with cost break-up.	
(i) One Time Capital Expenditure Cost [Computer/Laptops/Air Condition/Furniture & Fixtures etc.,]	
(ii) Operational Cost [Rentals/Salaries/Internet/Telephone expenses and other miscl. cost, if any]	
Branding Cost [including but not limited to Signboards at SCKs, Standees at SCKs and DIC/MSME/LDM offices, Banners at prominent places, Newspaper Advertisement and Social Media campaigns on regular basis]	
Cost of Conducting Awareness Programme at District levels and State Level to create visibility of SCK Project.	
Cost of Mobilization, Baseline Survey, Conducting Entrepreneurship Awareness Programmes (EAP), Entrepreneurship Development Programme (EDP) of aspiring entrepreneurs.	
Handholding support cost for 12 months subsequent to enterprise set-up. Hence, 5 years plus 1 year handholding	
Any other cost as per scope of work mentioned in RFP and not listed above [Specific head of activity to be indicated]	
Total cost for 5 years + 12 months handholding (exclusive of all taxes)	
Taxes	
Total cost for 5 years + 12 months handholding (Inclusive of all taxes)	

- ✓ I/We hereby certify that all particulars given above are correct and true to the best of my/our knowledge. In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit (including termination of contract and or blacklist and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf

Designation/Seal of Agency

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

WHEREAS, we, * _____, having Registered Office at _____, (hereinafter referred to as the COMPANY, which expression shall include its successor and permitted assignees), are agreeable to execute "**Selection of Agency to roll out Swavalamban Connect Kendra" as per proposal reference Tender No. _____ dated June 09, 2023** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001 (hereinafter referred to as the BANK) and,

* description depends upon legal status of the party

WHEREAS, the COMPANY understands that the information regarding the Bank's Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

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

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

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

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

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

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

Yours sincerely,

Date
Place

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

Performance Bank Guarantee

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

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (hereinafter called SIDBI) having agreed to award a contract to M/s. '_____' having its office at '_____', (hereinafter called "the Service Provider") for "Implementing/Partner Agency to roll out Swavalamban Connect Kendra" on the terms and conditions contained in the **Purchase order No..... dated _____** placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter-alia, stipulates for submission of **performance Bank guarantee equivalent to 8% of contract value i.e. _____ (Rupees _____ only)**, for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) _____, having its principal/registered office at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No _____ in favour of Small Industries Development Bank of India (SIDBI)

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI, an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ` _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "Agency to roll out Swavalamban Connect Kendra" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of the Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____
6. The liability under this guarantee is restricted to ` _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters



**Request for Proposal for Selection of Implementing/Partner Agency(ies)
to 'Roll out Swavalamban Connect Kendras'**

at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.

7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants have the power to issue this guarantee on behalf of the Bank and they hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` _____ (Rupees).
10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) upon the earlier of (a) its discharge by payment of claims aggregating to ` _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) ____ (date)"
15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Delhi.

In witness where of we have set and subscribed our hand and seal this
..... day of2023.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1) Name.....

Signature.....

Designation.....