

# RFP FOR SELECTION OF ESG AUDITOR

SIDBI Venture Capital Limited  
Mumbai

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# **1. Introduction and Disclaimers**

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## **1.1. Preface**

- 1.1.1. This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling SVCL to select an ESG Auditor for evaluation of investee companies of Samridhi Fund.
- 1.1.2. 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 as may be required.

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## **1.2. Information Provided**

- 1.2.1. The RFP document contains statements derived from information that is believed to be true by SVCL 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 SVCL in relation to the provision of services.
- 1.2.2. Neither SVCL (nor SIDBI / FCDO) 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.
- 1.2.3. Neither SVCL (nor SIDBI / FCDO) 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.

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## **1.3. Disclaimer**

- 1.3.1. Subject to any law to the contrary, and to the maximum extent permitted by law, SVCL (or SIDBI / FCDO) 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 SVCL (or SIDBI / FCDO) or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

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## **1.4. Costs to be borne by Respondents**

- 1.4.1. 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 SVCL (or SIDBI / FCDO), will be borne entirely and exclusively by the Recipient/ Respondent.

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**1.5. No Legal Relationship**

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- 1.5.1. No binding legal relationship will exist between any of the Recipients / Respondents and SVCL (or SIDBI / FCDO) until execution of a suitable contractual agreement, to the satisfaction of SVCL.

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**1.6. Recipient Obligation to Inform Itself**

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- 1.6.1. 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.

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**1.7. Evaluation of Offers**

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- 1.7.1. 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.
- 1.7.2. 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.

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**1.8. Acceptance of Terms and Selection Process**

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- 1.8.1. A Recipient will, by responding to SVCL for RFP, be deemed to have accepted the terms of this RFP.
- 1.8.2. Each Recipient / Respondent having responded to this RFP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RFP document.
- 1.8.3. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.
- 1.8.4. 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.

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**1.9. Proposal Ownership**

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- 1.9.1. All the submissions, including any accompanying documents, will finally become property of SVCL (and SIDBI / FCDO).
- 1.9.2. The Bidders shall be deemed to license, and grant all rights to SVCL (and SIDBI / FCDO), 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.

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**1.10. Non-Transferable Offer**

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1.10.1. This RFP is not transferable.

1.10.2. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

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**1.11. Notification**

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1.11.1. SVCL will notify short-listed respondent in writing or by email as soon as practicable about the outcome of their RFP.

1.11.2. SVCL is not obliged to provide any reasons for acceptance or rejection of the bid.

## **2. Information to Bidders**

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### **2.1. Clarification of Bids**

To assist in the scrutiny, evaluation and comparison of offers/bids, SVCL 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 SVCL in this regard shall be final, conclusive and binding on the bidder.

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### **2.2. Amendment to the bidding document**

#### **2.2.1. SVCL reserves the right of discretion to:**

- i. Amend, rescind, or reissue the RFP, at any time prior to the deadline for submission of bids
- ii. Change, modify, add, or alter any or all of the provisions of this RFP and / or the bidding process, without assigning any reasons whatsoever.

#### **2.2.2. SVCL, for any reason, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum.**

#### **2.2.3. 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 addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.**

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### **2.3. Period of Validity of Bids**

#### **2.3.1. Prices and other terms offered by Bidders must be firm and valid till March 31, 2023.**

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### **2.4. Deadline for submission of Bids**

#### **2.4.1. The bids must be received by SVCL at the specified address not later than the date & time specified.**

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

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

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### **2.5. Late Bids**

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

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**2.6. Language of Bid**

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

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**2.7. Modification And/ Or Withdrawal of Bids**

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- 2.7.1. No bid may be modified or withdrawn after the deadline for submission of bids.
- 2.7.2. SVCL has the right to reject any or all bids received without assigning any reason whatsoever.
- 2.7.3. SVCL shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

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**2.8. Details of Bids to be submitted**

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- 2.8.1. The bid shall consist of Pre-qualification / minimum eligibility criteria, Technical Bid and Commercial Bid.
- 2.8.2. Bidders are required to submit their responses in non-window sealed envelopes and duly marked the **tender number and the content details**.

**Envelop 1 – Minimum Eligibility Bid**  
**(two hard copies and one soft copy in pen drive)**

S.No	Cover Contents	Annexure Number
a)	Bid Forwarding letter	Annexure – I
b)	Pre-qualification / minimum eligibility criteria	Annexure - II

**Envelop 2 – Technical Bid**  
**(two hard copies and one soft copy in pen drive)**

S.No	Cover Contents	Annexure Number
a)	Technical Bid with all relevant Annexures and proof	Annexure III
b)	Proposed team profile	Annexure III-A

**Envelop 3 – Commercial Bid**  
**(One hard copy)**

S.No	Cover Contents	Annexure Number
a)	Commercial Bid	Annexure IV

- 2.8.3. All the three individual sealed envelopes should be kept in one large envelop (outer cover) and super scribed “**RFP for Appointment of ESG Auditor for Evaluation of Investee Companies of Samridhi Fund**”. The name and contact details of bidder need to be written on the envelop. If the envelop(s) are not sealed and marked as indicated above,



SVCL will assume no responsibility for the Bid's misplacement (in full or in part) or its premature opening.

- 2.8.4. Responses should be concise and to the point. Relevant documents must be submitted as proof wherever necessary. Submission of irrelevant documents / information must be avoided. If the bids do not contain all the information required or is incomplete in the view of SVCL, the proposal is liable to be rejected.
- 2.8.5. There should be no hand-written material, corrections or alterations in the offer. 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.
- 2.8.6. The Bid shall be typed, all pages numbered and shall be signed by the authorized signatory of the bidder and supported by rubber stamp impression.
- 2.8.7. Faxed copies or e-mailed copies of any submission are not acceptable and will be rejected by SVCL.
- 2.8.8. The Bid document shall be bound or filed.
- 2.8.9. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Minimum Eligibility / Technical Bid covers will make bid liable for rejection.
- 2.8.10. Each of the envelope(s) shall be forwarded to the following address on or before 3:30 PM on May 18, 2022 (Wednesday):

**Shri Piyush Kochar / Shri Ravi Khandelwal**

Partners

**M/s Kochar & Associates,**

Chartered Accountants

Address: 302, Swapnabhoomi,

A Wing, S.K. Bole Road,

Dadar, West

Mumbai – 400 208

Phone : 022 - 2437 9537 / 2437 8212

**Notes:**

- a) As the RFP is being floated by SVCL, the name of SVCL is being mentioned everywhere in the RFP. Notwithstanding the same, it is clarified and emphasised that SVCL will not be involved in any of the process relating to evaluation, shortlisting / selection / finalisation of the ESG auditors.
- b) Please note that the above firm has been contracted and tasked to evaluate and independently finalise the ESG auditor for Samridhi Fund in a time bound manner, as per scope of work

finalised by FCDO, the main contributor to Samridhi Fund. Therefore, the entire RFP work will be done independently by the above firm without any reference to SVCL.

- c) Any attempt to influence the above firm will also disqualify the ESG bidders.
- d) **Depending upon the context, wherever SVCL is mentioned, the bidders are requested to read it as “M/s Kochar & Associates, Chartered Accountants” (the firm or agency appointed by SVCL) for the purpose of completing this RFP work.**
- e) Two hard copies are required to be submitted.
  - One set will be retained by the above agency for the RFP work and finally submitted to SVCL for audit purposes.
  - The 2<sup>nd</sup> set will be sent by the above agency to FCDO for their review and consultations with them.
  - As regards the qualitative parameters, wherever required FCDO will give suitable advise to the agency and FCDO’s decision or marks will be treated as final.
  - In case of tie between two agencies w.r.t marks awarded by the above agency, then FCDO will give their final decision on marks, which will be final and binding on all bidders and based on the same, the ESG auditor will be selected by the above agency.
- f) No RTI applications will be entertained by SVCL, as it is not covered under the same. The entire work too is being outsourced to a 3<sup>rd</sup> party independent agency and SVCL will not be involved anywhere in any decision relating to the RFP.
- g) SVCL will not entertain any correspondence relating to any matter relating to the RFP or the final selection of the agency.
- h) SVCL will work with the ESG auditor finally appointed based on the RFP process and completed by the independent external agency (as mentioned above).

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## **2.9. Conditional Bids**

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2.9.1. Conditional bids shall not be accepted on any ground and shall be rejected straightway.

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## **2.10. Authorised signatory**

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- 2.10.1. The bidders should submit a board resolution (in case bidder is a company) authorising the authorised signatory to sign the bid documents, to discuss, sign agreements /contracts / purchase order with SVCL, raise invoice and accept payments and also to correspond.
- 2.10.2. In case the bidder is a partnership firm or LLP the bidder should submit a suitable authority letter signed by the Partner of the firm authorising the authorised signatory to sign the bid

documents, to discuss, sign agreements /contracts / purchase order with SVCL, raise invoice and accept payments and also to correspond.

- 2.10.3. The proposal / bid documents shall be duly signed by the authorized signatory (in whose favour suitable board resolution or authority letter, as the case may be is issued).
- 2.10.4. The authorised signatory should also submit suitable KYC for identity proof and signature (Eg., self-attested copies of Aadhar, PAN etc.).
- 2.10.5. The bid signed by authorized signatory would be binding on the bidder.

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## **2.11. Opening of Bids**

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- 2.11.1. On the scheduled date and time, bids will be opened.
- 2.11.2. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 2.11.3. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 2.11.4. Withdrawn bids will be returned unopened to the Bidders.
- 2.11.5. Eligible bidder will be intimated once the process is completed.

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## **2.12. Sub-contracting**

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- 2.12.1. SVCL expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference.
- 2.12.2. **Formation of consortium or association of ESG Auditors or sub-contracting of services in whole or part with other firms shall not be permitted.**

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## **2.13. No Commitment to Accept Any Offer / Bid**

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- 2.13.1. SVCL reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 2.13.2. SVCL will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 2.13.3. The bids received and accepted will be evaluated by SVCL as per the evaluation process mentioned in this document. However, SVCL 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.

- 2.13.4. SVCL reserves the right to re-tender or cancel the bidding process at any stage of the bidding process.

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#### **2.14. Contacting SVCL**

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- 2.14.1. Bidder shall NOT contact SVCL 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 is received from SVCL.
- 2.14.2. Any effort by the Bidder to reach out to and / or influence SVCL / SIDBI / FCDO / independent external agency (as mentioned earlier) which is doing the RFP process, in its decisions on bid evaluation, bid comparison may result in the rejection of the Bidder's bid and no correspondence will be entertained in the matter.

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#### **2.15. Right to Reject Bids**

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- 2.15.1. SVCL 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 SVCL in the matter.
- 2.15.2. The bid is liable to be rejected due to occurrence of the following conditions:
- a) It is not in conformity with the instructions mentioned in the RFP document.
  - b) It is not properly or duly signed by the authorised signatory.
  - c) It is received through Telex / telegram / fax / e-mail.
  - d) It is received after expiry of the due date and time.
  - e) It is incomplete including non-furnishing of the required documents.
  - f) It is evasive or contains incorrect information.
  - g) There is canvassing of any kind.
  - h) It is submitted anywhere else other than the place mentioned in the RFP.

### 3. Background

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#### 3.1. Introduction

- 3.1.1. SIDBI Venture Capital Limited (SVCL) was incorporated in 1999 as an investment management company and a wholly owned subsidiary of SIDBI ([www.sidbi.in](http://www.sidbi.in)), the apex Financial Institution in the country for the MSME sector.
- 3.1.2. SVCL was established to carry out the business of setting up, advising and managing Venture Capital Funds (VCFs) / Alternative Investment Funds (AIFs) and currently manages SEBI registered VCFs / AIFs namely, National Venture Fund for Software & IT Industry (NFSIT), SME Growth Fund (SGF), India Opportunities Fund (IOF), Samridhi Fund (SF), TEX Fund, West Bengal MSME VC Fund (WBF), Maharashtra State Social Venture Fund (MSSVF) and Ubharte Sitaare Fund (USF)
- 3.1.3. The funds managed by SVCL focus on different themes including start-ups / early stage, technology businesses, manufacturing SMEs, service entities, agri businesses, financial inclusion, etc.

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#### 3.2. About Samridhi Fund

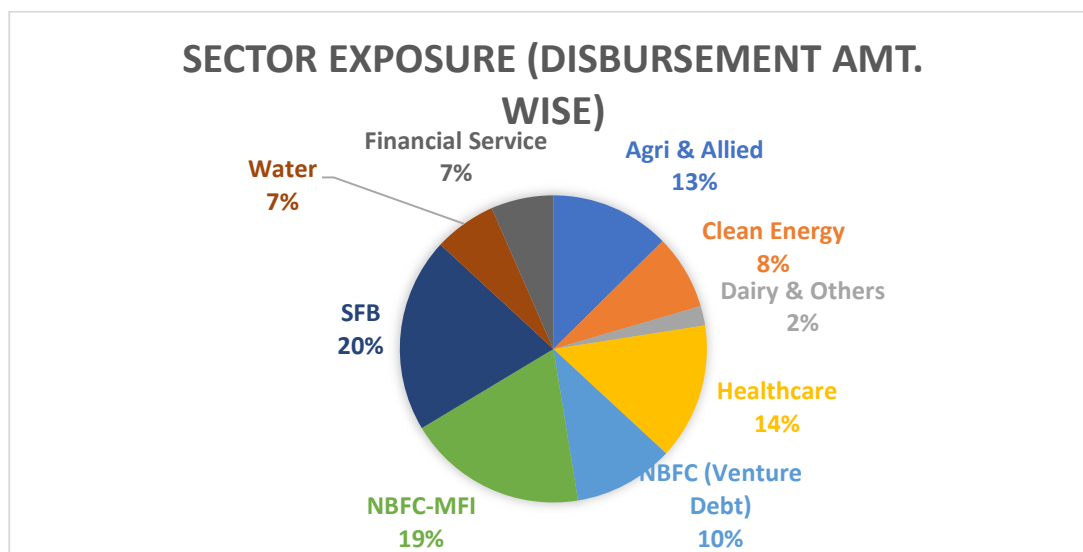
- 3.2.1. Samridhi Fund (“SF”) has been set up as the first unit scheme of SIDBI Social Venture Trust which has been registered with SEBI as Category I Alternative Investment Fund (“AIF”) under the AIF Regulations 2012.
- 3.2.2. SF, managed by SVCL, is an approx. ₹430 crore social venture fund set up with contributions from Foreign Commonwealth & Development Office (FCDO), Small Industries Development Bank of India (SIDBI), Life Insurance Corporation of India (LIC) and United India Insurance Company Limited (UIIC).
- 3.2.3. FCDO is the Super Majority Contributor of the Fund and SIDBI is the anchor investor and settlor to the Master Trust.
- 3.2.4. FCDO has developed the ESG toolkit based on which ESG ratings are assigned to the investee companies of SF and their progress tracked and final end-line ratings will be given by the ESG Auditor who will be appointed pursuant to successful conclusion of the RFP process.

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#### 3.3. Sector Exposure

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- 3.3.1. The Fund has invested ₹385.29 crore in 23 companies across the 8 low-income states out of which 17 are MSME companies and 6 companies are in the financial inclusion space.
- 3.3.2. Sector-wise exposure of the Fund is depicted below:



#### 3.4. List of Investee Companies:

- 3.4.1. Details of company-wise investment made are given below:

S. No	Name of company (in alphabetical order)	Remarks
1	Annapurna Finance Pvt. Ltd.	
2	Caspian Impact Investment Pvt. Ltd.	
3	Claro Energy Pvt. Ltd.	MSME
4	Collateral Medical Pvt. Ltd.	MSME
5	ESAF Finance Holdings Pvt. Ltd.	
6	ETOE Transportation Infrastructure Pvt. Ltd.	MSME
7	Gramco Infratech Pvt. Ltd.	MSME
8	Glocal Healthcare Systems Pvt. Ltd.	MSME
9	HelloHealth Services Pvt. Ltd.	MSME
10	INI Farms Pvt. Ltd.	MSME
11	Janakalyan Financial Services Pvt. Ltd.	
12	Kanungo Institute of Diabetics Specialities P. Ltd.	MSME
13	Membrane Filters India Pvt. Ltd.	MSME
14	Natureland Organic Foods Pvt. Ltd.	MSME
15	Online PSB Loans Ltd.	MSME
16	Oriano Clean Energy Pvt. Ltd.	MSME
17	Rite Water Solutions (India) Pvt. Ltd.	MSME
18	RGVN (North-East) Microfinance Ltd.	
19	Saggraha Management Services Pvt. Ltd.	MSME
20	Sahaj Inclusive Opportunities Pvt. Ltd.	MSME
21	Shikhar Dairy Pvt. Ltd.	MSME
22	Siddhi Vinayak Agri Processing Pvt. Ltd.	MSME
23	Sonata Finance Pvt. Ltd.	

S. No	Name of company (in alphabetical order)	Remarks
	<b>TOTAL</b>	

### 3.5. Investee Companies of Samridhi Fund:

Indicative list of companies (and short write-up about them) for whom ESG audit is proposed to be taken up is given below:

- 1) **Annapurna Finance Pvt. Ltd. ("Annapurna")** – Annapurna, a Bhubaneswar based NBFC-MFI, extends microcredit to Self Help Groups ("SHG"). Annapurna is primarily a rural focused MFI.

For further details please visit: <https://annapurnafinance.in>

- 2) **Caspian Impact Investment Pvt. Ltd. ("Caspian")** – Caspian, a Hyderabad based NBFC, specialises in providing debt to social enterprises. The focus sectors of Caspian are Small Business Finance (SBF), affordable healthcare, Food and Agribusiness (F&A), affordable housing, clean energy, microfinance institutions, etc. Excluding affordable housing, all other sectors are focus areas for SF as well.

For further details please visit: <http://www.caspian.in>

- 3) **Claro Energy Pvt. Ltd. ("Claro")** – Claro, a New Delhi based Company, specialises in installation and maintenance of solar water pumps across India. With a triple bottom line approach of economics, environment sustainability and social development, Claro is making irrigation / drinking water accessible and affordable in the rural areas. Claro is helping farmers reduce their irrigation cost by reducing use of diesel and at the same time increasing yield by providing irrigation on time.

For further details please visit: <https://www.claroenergy.in>

- 4) **Collateral Medical Pvt. Ltd. ("Collateral Medical")** - Collateral Medical, a Mumbai based B2B distributor and e-retailer of medical equipment and surgical consumables focuses on doctors, clinics, and nursing homes across India. It is an online platform for medical devices in India and aims to create efficient distribution of medical devices across India.

For further details please visit: <https://www.colmed.in>

- 5) **ESAF Financial Holdings Pvt. Ltd. ("ESAF")** – ESAF, a Thrissur based company, through its Small Finance Bank (ESAF SFB) extends microcredit and other loan products, predominantly to weaker sections of the Society.

For further details please visit: <https://www.esafbank.com>

- 6) **ETOE Transportation Infrastructure Pvt. Ltd. ("ETOE")** – ETOE since inception, has helped design, build, operate/ maintain over 1,500 kms of railway infrastructure. Company has developed competency in signalling and track related areas of rail engineering.

For further details please visit: <http://etoerail.com>

- 7) **Glocal Healthcare Systems Pvt. Ltd. ("Glocal")** – Glocal, a Kolkata based Company, runs a chain of affordable hospitals and digital dispensaries in multiple States, brings state-of-the-art medical facilities and infrastructure closer to under-served India. Each Glocal facility is a

complete multi-specialty hospital, catering to a population in a limited geography and equipped with 24 hours emergency services, outpatient and in-patient departments, operation theatres, labour rooms etc.

For further details please visit: <http://www.ghspl.com>

- 8) **Gramco Infratech Pvt. Ltd. ("Gramco")** - Gramco is engaged in providing integrated post-harvest management solutions to the farmers near their fields which include warehousing, cleaning & grading, giving Agri-inputs etc. Gramco has taken warehouses closer to the farm.

For further details please visit: <https://www.gramco.in/>

- 9) **INI Farms Pvt. Ltd. ("INI Farms")** – INI Farms, a Mumbai based Company, was started with own farms of pomegranates, and later started contract farming followed by farm-gate aggregation, adding bananas and arils to its product portfolio. INI Farms through its farm-level interventions has educated its partner farmers helping them to improve quality and increase productivity.

For further details please visit: <http://www.inifarms.com>

- 10) **Janakalyan Financial Services Pvt. Ltd. ("Janakalyan")** – Janakalyan, a Kolkata based NBFC-MFI, provides microcredit loan to rural unbanked and underserved population in Eastern India.

For further details please visit: <http://www.janakalyan.net/>

- 11) **Kanungo Institute of Diabetes Specialities Pvt. Ltd. ("KIDS")** – KIDS, a Bhubaneswar based multi-specialty hospital, focuses on diabetes treatment. KIDS provides healthcare services for treating diabetes and multi organ complications.

For further details please visit: <https://www.kanungodiabetes.com/>

- 12) **Natureland Organic Foods Pvt. Ltd. ("Natureland")** – Natureland, a Sri Ganganagar based Company, is engaged in organic contract farming wherein it provides organic inputs to the farmers and buys the produce from farmers, connecting them to the market. The Company is also involved in kinnow fruit processing and packaging as well as multiplication programme for certified seeds. Natureland, has expanded its product range into retail markets with a small online presence too.

For further details please visit: <http://www.naturelandorganics.com>

- 13) **Online PSB Loans Ltd. ("Online PSB")** - Online PSB, an Ahmedabad based FinTech start-up leverages the power of technology to address pain points of credit delivery especially to MSMEs by the formal banking system. The Company has a dual approach i.e., improving the quality of information received by the banks using multiple technology interventions and providing faster solutions for internal decision processes of the lenders. With SIDBI and multiple PSBs as investors, Online PSB aims to bring credit available to MSMEs at a much faster pace, with lower cost and with greater transparency through its digital platform which is India's largest and one of the largest FinTech platforms in the world.

For further details please visit: <https://www.onlinepsbloans.com>

- 14) **Oriano Clean Energy Pvt. Ltd. ("Oriano")** - Oriano, a Mumbai based Company, provides end-to-end solar power supply and installation service - from site selection, energy generation



estimate, engineering, design, installation, and O&M. Oriano implements solar power projects for corporate customers, industries, and large-scale power plants to bring cost savings for them, helping them meet their sustainability goals and also reducing carbon footprints.

For further details please visit: <https://oriano.com>

- 15) **RGVN (North-East) Microfinance Ltd. ("RGVN")** – RGVN, a Guwahati based Company, was a NBFC-MFI and through its Small Finance Bank (NE SFB) extends microcredit and other loan products, predominantly to weaker sections of the Society.

For further details please visit: <https://nesfb.com/>

- 16) **Rite Water (Solutions) India Pvt. Ltd. ("RiteWater")** - Rite Water, a Nagpur based Company, is an ISO 9001:2008 certified company with a focus on providing potable water to rural population where available ground / surface water sources are contaminated by chemical (fluoride, nitrate, arsenic, salinity etc.) and bacteriological impurities. Rite Water has set up more than 2,300 water purification plants in rural India.

For further details please visit: <http://www.ritewater.in>

- 17) **Saggraha Management Services Pvt. Ltd. ("Saggraha")** – Saggraha, a Bengaluru based Company, is a financial services provider to bottom of the pyramid people with a mission to contribute to the country's financial inclusion effort. The Company is a 'Business Correspondent' which helps lenders to increase their portfolio in rural / semi-urban areas.

For further details please visit: <http://saggraha.com>

- 18) **Sahaj Inclusive Opportunities (India) Pvt. Ltd. ("SIO")** – SIO focusses on providing inclusive growth to rural India through its dairy by collecting milk from (farmers in nearby villages) and distributing it presently in Jaipur, Rajasthan.

For further details please visit: <http://www.thesahajgroup.com/>

- 19) **Siddhi Vinayak Agri Processing Pvt. Ltd. ("SV Agri")** - SV Agri, a Pune based Company, narrows the gap between potato value chain and snacks processing industry and provides better livelihood to the farmers, besides supplying quality potato as also engineering products and services to the snacks processing manufacturers. The Company provides small holder potato farmers farm extension services and inputs including seeds etc which result in higher productivity and output.

For further details please visit: <https://svagri.co.in>

- 20) **Sonata Finance Pvt. Ltd. ("Sonata")** – Sonata, a Lucknow based NBFC-MFI, extends microcredit to weaker sections of the Society and is operational in various underserved States of North India.

For further details please visit: <https://sonataindia.com>

**Note:**

In case some companies get deleted from the above list for any reason, the successful bidder will be intimated before commencement of ESG audit. It may be mentioned that in case of such deletion, the final bid price will not be permitted to be modified.

## 4. Scope of Work

### 4.1. Objective

The objective of the assignment is to engage an ESG Auditor for end-line ESG assessment of investee companies under the Samridhi Fund as per the FCDO ESG framework toolkit.

### 4.2. Scope of work

ESG assessment exercise would normally include understanding the business entity, its policies, and key documents; its business and the business context, discussion with the investee companies / SVCL and understanding the FCDO<sup>1</sup> ESG toolkit.

This will be followed by -

1. Assessing the investee companies on their E, S & G standards with respect to ESG framework (called end-line or final ESG); rate them as per the FCDO ESG toolkit and prepare a comparison with the baseline ratings along with a summary view of investee's performance.
2. Make suitable recommendations and suggest action plan for the investee companies for further improvement in ESG.

In order to facilitate this process, FCDO ESG toolkit is shared along with this RFP (**Annexure V**). The successful bidder will be appointed as the ESG Auditor and copies of ESG audit reports (baseline reports of individual companies) will be shared with the ESG Auditor at the beginning of the assignment. Further, the ESG auditor will also be connected with the respective investee companies in order to kickstart the ESG audit.

### 4.3. The Requirements:

- Agreeing on the assessment process, including key steps and dates.
- Agreeing on the basic structure and content of the assessment report.
- Proposing a minimum list of documents required for the assessment
- Undertaking field visit(s), if absolutely necessary, with prior written approval from SVCL (and respective investee company)
- Briefing the identified business entity on the assessment process.
- Debriefing the business entity, including on key findings.
- Agreeing ESG rating with SVCL and FCDO and recommending suitable action plan for the future for individual investee company.

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<sup>1</sup> DFID and the FCO merged on 2nd Sept 2020, creating the Foreign, Commonwealth and Development Office ("FCDO"). Please read 'DFID' in the toolkit document as FCDO.

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#### **4.4. Outputs/deliverables of the assignment:**

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At the end of each assignment the main deliverables include:

- Executive summary summarising the experience of the assessment with clear rating of the Investee Company; this should also cover comparison to the baseline rating with summary view on investee's performance.
- End-line ESG report of each investee company (not exceeding 10 pages plus suitable Annexures as considered appropriate by the ESG Auditor). Considering that the original ESG audit report contains all the relevant details, to the extent possible, the end-line ESG report should be kept crisp and should be a value-add to the Fund as also the Investee company in terms of evaluation as also in terms of suggestions for improvement, if any.
- The report should also capture investee company's views on how improvements in ESG has helped their operations, partnerships, getting access to capital, etc.. The report may also include an anecdote from the investee company's management / promoter, as maybe the case, etc. and give any top three key areas of value addition due to ESG.
- The report should include minimum two case studies related to ESG per investee company. The case study may include what the investee company has developed / implemented under 'E', 'S', and 'G' and how it is benefitting them.
- Making all the changes agreed with SVCL (Fund Manager) and FCDO in each draft ESG report.
- Any further recommendation(s) to the investee company alongwith an action plan for the future.
- Provide a consolidated report with ratings of all the portfolio investees under E, S and G parameters – both baseline and endline ratings.

Submitting the final report (hard copy and soft form) within agreed timelines. It may be mentioned that the draft and final report shall be share simultaneously with both FCDO and SVCL (designated e-mail id(s) will be provided once the assignment is given to the agency).

## 5. Evaluation Methodology

### 5.1. Evaluation process

- 5.1.1. SVCL has adopted a three (3) bid process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - a) Eligibility Criteria
  - b) Technical Bid
  - c) Commercial Bids
- 5.1.2. SVCL shall evaluate first the 'Eligibility Criteria' and based on the same, 'Technical Bids' shall be undertaken for evaluation at the second stage. 'Commercial bids' shall be opened for only the shortlisted bidders out of technical evaluation.
- 5.1.3. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score a weightage of 30%.
- 5.1.4. As already mentioned earlier, the evaluation on behalf of SVCL will be undertaken by an independent external firm appointed for this purpose and SVCL will not be part of the process to select the ESG auditor. Depending upon the context, throughout the RFP wherever SVCL is mentioned, the bidders are requested to read it as "the firm or agency appointed by SVCL" for the purpose of completing this RFP work.
- 5.1.5. All the documentary proofs are to be submitted along with the bid in this regard.
- 5.1.6. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SVCL would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
- 5.1.7. During evaluation, SVCL at its discretion can ask the bidders for clarifications.
- 5.1.8. SVCL may at its sole discretion, 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.
- 5.1.9. SVCL reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

### 5.2. Preliminary Examinations

- 5.2.1. SVCL 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.
- 5.2.2. Prior to the detailed evaluation, SVCL 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 the ESG toolkit, adherence to timelines, etc will be deemed to be

a material deviation. SVCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.

- 5.2.3. If a Bid is not substantially responsive, it will be rejected by SVCL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 5.2.4. 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.

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### **5.3. Clarification of bids**

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To assist in the scrutiny, evaluation and comparison of offers/bids, SVCL 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 SVCL in this regard shall be final, conclusive and binding on the bidder.

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### **5.4. Evaluation of Eligibility Criteria**

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- 5.4.1. 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.
- 5.4.2. 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.

S.No.	Eligibility Criteria	Supporting Documents Required to be Submitted
1	<p>a) Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013</p> <p>or</p> <p>Partnership firm / LLP registered in India under Partnership Act 1932/2008</p> <p>b) Should have been in existence atleast for 3 financial years viz., FY 2019 onwards.</p>	<ul style="list-style-type: none"> <li>• <b>For Companies:</b> Certificate of Incorporation and commencement, PAN, GSTIN Certificate, CIN</li> <li>• <b>For Partnership:</b> Registered Partnership Deed / LLP document, PAN, GSTIN Certificate,</li> </ul> <p>are required to be submitted along with the eligibility bid.</p> <p><b>Note:</b> Bidder to submit CA certificate certifying the years of existence.</p>
2	<p>Experience in providing minimum 2 completed:</p> <ul style="list-style-type: none"> <li>✓ ESG Audits / ESG Evaluation assessment</li> <li>✓ Environmental / Social assessment</li> <li>✓ Corporate Governance assessments</li> </ul> <p>of listed/unlisted companies in India in the last 5 FYs i.e., from FY 2017 to FY 2021.</p>	<p>Self-declaration to this effect on the Bidders letter head should be submitted as part of the Bid forwarding letter.</p>
3	<p>The bidding company, as on the date of submission of bid, should not have been censured / blacklisted/ banned / barred / disqualified / prohibited by GoI or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.</p>	<p>Self-declaration to this effect on the Bidders letter head should be submitted as part of the Bid forwarding letter.</p>

5.4.3. Bidder must comply with all above-mentioned criteria. Non-compliance of any of the Eligibility criteria will entail rejection of the offer summarily. SVCL 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.

- 5.4.4. Those who fulfil all the eligibility criteria as mentioned above would be eligible to take part in this bid exercise.
- 5.4.5. Minimum Eligibility Bid format as per **Annexure -II** 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.
- 5.4.6. Successful bids out of this stage would be considered for technical evaluation.

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## **5.5. Evaluation of Technical Bids**

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- 5.5.1. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification (minimum eligibility) criterion.
- 5.5.2. SVCL 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 or not shall be accordingly taken by SVCL.
- 5.5.3. 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 **65 marks (cutoff score) out of 100 marks** in the technical evaluation shall not be considered for further selection. Once the evaluation of technical proposals is completed, the bidders who score 65 marks or more will only be short listed.
- 5.5.4. Technical bids would be evaluated on the following parameters:

S. No.	Evaluation Parameter	Max Marks	Scoring Methodology																					
1	<p><b><u>Existence:</u></b></p> <p>a) Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 (or) Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended</p> <p>b) Should have been in existence atleast for 3 financial years viz., FY 2019 onwards.</p>	15	<table><tr><th>S. No</th><th>No. of completed years</th><th>Marks</th></tr><tr><td>1</td><td>&lt; 3 yrs</td><td>Ineligible</td></tr><tr><td>2</td><td>&gt;3yrs to 4yrs</td><td>5</td></tr><tr><td>3</td><td>&gt;4yrs to 5yrs</td><td>10</td></tr><tr><td>4</td><td>&gt;5yrs</td><td>15</td></tr></table> <p><b>Note:</b> Bidder to submit CA certificate certifying the years of existence.</p>	S. No	No. of completed years	Marks	1	< 3 yrs	Ineligible	2	>3yrs to 4yrs	5	3	>4yrs to 5yrs	10	4	>5yrs	15						
S. No	No. of completed years	Marks																						
1	< 3 yrs	Ineligible																						
2	>3yrs to 4yrs	5																						
3	>4yrs to 5yrs	10																						
4	>5yrs	15																						
2	<p><b><u>Average annual revenue of the bidder:</u></b></p>	10	<p>Average revenue of any 3 FYs out of last 5 FYs (i.e., starting from FY 2017 to FY 2021) of the bidder</p> <table><tr><th>S. No</th><th>Average Revenue</th><th>Marks</th></tr><tr><td>1</td><td>&lt;= Rs 1 cr</td><td>0</td></tr><tr><td>2</td><td>&gt; Rs 1 cr &lt;= Rs 2.5 cr</td><td>2</td></tr><tr><td>3</td><td>&gt; Rs 2.5 cr &lt;= Rs 5 cr</td><td>4</td></tr><tr><td>4</td><td>&gt; Rs 5 cr &lt;= Rs 7.5 cr</td><td>6</td></tr><tr><td>5</td><td>&gt; Rs 7.5 cr &lt;= Rs10cr</td><td>8</td></tr><tr><td>6</td><td>&gt; Rs 10 cr</td><td>10</td></tr></table> <p><b>Note:</b> Bidder to submit CA certificate certifying the average revenue.</p>	S. No	Average Revenue	Marks	1	<= Rs 1 cr	0	2	> Rs 1 cr <= Rs 2.5 cr	2	3	> Rs 2.5 cr <= Rs 5 cr	4	4	> Rs 5 cr <= Rs 7.5 cr	6	5	> Rs 7.5 cr <= Rs10cr	8	6	> Rs 10 cr	10
S. No	Average Revenue	Marks																						
1	<= Rs 1 cr	0																						
2	> Rs 1 cr <= Rs 2.5 cr	2																						
3	> Rs 2.5 cr <= Rs 5 cr	4																						
4	> Rs 5 cr <= Rs 7.5 cr	6																						
5	> Rs 7.5 cr <= Rs10cr	8																						
6	> Rs 10 cr	10																						



S. No.	Evaluation Parameter	Max Marks	Scoring Methodology																		
3	<p><b><u>Experience of the bidder:</u></b> Experience in providing minimum 2 completed assignments:</p> <p>✓ ESG Audits / ESG Evaluation assessment</p> <p>✓ Environmental / Social assessment</p> <p>✓ Corporate Governance assessment</p> <p>of listed / unlisted companies in India in the last 5 FYs i.e., from FY 2017 to FY 2021.</p> <p><b>Note:</b> Experience in ESG Audit / ESG Evaluation using FCDO / CDC toolkits would be an added advantage.</p>	25	<table><tr><th>S. No</th><th>No. of completed assignments</th><th>Marks</th></tr><tr><td>1</td><td>1 to 3</td><td>5</td></tr><tr><td>2</td><td>4 to 7</td><td>10</td></tr><tr><td>3</td><td>8 to 10</td><td>15</td></tr><tr><td>4</td><td>10 to 15</td><td>20</td></tr><tr><td>5</td><td>&gt; 15</td><td>25</td></tr></table> <p>Only completed assignments will be considered for evaluation.</p> <p>Completion Certificate or a Self - Declaration to be furnished by the bidder on its letter head. Bidder should submit brief description of the assignment and duration of the assignment.</p> <p>SVCL reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of technical evaluation.</p>	S. No	No. of completed assignments	Marks	1	1 to 3	5	2	4 to 7	10	3	8 to 10	15	4	10 to 15	20	5	> 15	25
S. No	No. of completed assignments	Marks																			
1	1 to 3	5																			
2	4 to 7	10																			
3	8 to 10	15																			
4	10 to 15	20																			
5	> 15	25																			

S. No.	Evaluation Parameter	Max Marks	Scoring Methodology																				
4	<p><b><u>Project Head, and Team (Composition &amp; suitability):</u></b></p> <p>✓ Experience (completed projects only) in the capacity of Project Head in providing ESG audit / ESG assessment / ESG implementation / ESG evaluation / Impact assessment services (environmental / social) / Governance assessment.</p> <p>✓ Composition of rest of the team, quality, and suitability – includes number and experience of professionals deployed for duration of assignment, other experts /capabilities proposed to be drawn, etc.</p>	35	<table><tr><th>Role</th><th>Experience (For each completed assignment)</th><th>Marks*</th></tr><tr><td rowspan="3">Project Head</td><td>ESG Audit / Evaluation</td><td>2</td></tr><tr><td>Environmental and Social assessments</td><td>2</td></tr><tr><td>Corporate Governance assessments</td><td>2</td></tr></table> <p>*[subject to maximum 15 marks.]</p> <table><tr><th>Role</th><th>Experience</th><th>Marks*</th></tr><tr><td rowspan="3">For each Team Member</td><td>ESG Audits / Evaluation</td><td>1</td></tr><tr><td>Environmental and Social assessments</td><td>1</td></tr><tr><td>Corporate Governance assessments</td><td>1</td></tr></table> <p>*[subject to maximum 20 marks.]</p> <p><b>Note:</b> Experience will include experience gained by the person in earlier jobs.</p>	Role	Experience (For each completed assignment)	Marks*	Project Head	ESG Audit / Evaluation	2	Environmental and Social assessments	2	Corporate Governance assessments	2	Role	Experience	Marks*	For each Team Member	ESG Audits / Evaluation	1	Environmental and Social assessments	1	Corporate Governance assessments	1
Role	Experience (For each completed assignment)	Marks*																					
Project Head	ESG Audit / Evaluation	2																					
	Environmental and Social assessments	2																					
	Corporate Governance assessments	2																					
Role	Experience	Marks*																					
For each Team Member	ESG Audits / Evaluation	1																					
	Environmental and Social assessments	1																					
	Corporate Governance assessments	1																					
5	<p><b><u>Presentation:</u></b></p> <p>✓ Understanding of the scope of the assignment</p> <p>✓ Roadmap and Action Plan for completing the assignment within agreed timelines.</p>	15	Assessment will be done broadly based on the experience of the bidder in delivering ESG Audit, presentation (if required) made by the bidder and interaction (if required) with the bidder.																				

## 5.6. Commercial Evaluation

- 5.6.1. Only technically shortlisted bids would be taken up for opening of commercial bids.
- 5.6.2. In respect of all the qualified bidders, in whose case, the commercial bid has been opened, a combined techno-commercial evaluation will be done as per the following procedure:
- Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C etc.) will be computed using the formula,  $T = \text{Marks of B} / \text{Marks of highest scorer A} \times 100$ .
  - Similarly, Commercial score of all technically qualified bidders will be arrived at taking the cost quoted by L1 bidder i.e. the lowest quote from all technically qualified bidders (say C) as 100. Marks for other bidders will be calculated using the formula  $\text{Commercial Score} = \text{Cost of L1 bidder (C)} / \text{Cost quoted by bidder} \times 100$ .
  - 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 70% for technical and 30% for commercials as detailed below.
  - Then combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest Combined Score (H1), up to 2 decimals.
  - Formula for calculating the Combined Score of technically qualified bidder is as follows:

$$H = (T/(T-1) \times 70) + ((C-1)/C \times 30)$$

T = Technical Score ; T High = Highest Technical Score among the bidders

C = Commercial Quote ; C Low = Lowest commercial quote of C among the bidders

Whereas: H = Combined Score

Bidder	Technical Evaluation Marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
A	95 (T 1)	18	$(95/95) \times 70 = 70.0$	$(10/18) \times 30 = 16.96$	$70.0 + 16.96 = 86.96$ (H-3)
B	90	13	$(90/95) \times 70 = 66.31$	$(10/13) \times 30 = 23.07$	$66.31 + 23.07 = 89.38$ (H-1)
C	80	10 (C 1)	$(80/95) \times 70 = 58.94$	$(10/10) \times 30 = 30.00$	$58.94 + 30.00 = 88.94$ (H-2)

- In the above example, Bidder B with highest score (H-1) becomes the successful Bidder. In case of a tie between bidders i.e. if two or more bidders receive the same combined score, the bidder with the higher technical score shall be declared as (H-1). Two decimals (rounded off) will be considered for evaluation.
- Kindly note that SVCL reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and decision on techno-commercial evaluation is FINAL.

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**5.7. Commercial Bid**

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- 5.7.1. All prices should be quoted in (INR) only. The total cost will be exclusive of GST and other applicable taxes. However, GST and other applicable taxes will be paid as per actuals.
- 5.7.2. 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 SVCL.
- 5.7.3. In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
- 5.7.4. 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.

## **6. General Terms and Conditions**

### **6.1. General Provisions**

#### **6.1.1. ESG Auditor's Actions Requiring SVCL's Prior Approval**

The ESG Auditor shall obtain SVCL's prior approval in writing before taking any of the following actions:

- a. extension of time period for completion of services for any reason including Force majeure.
- b. undertaking physical visits to investee companies and incurring travel related expenditures. [Besides, such visits, would also require prior written approval from respective investee company in the context of the prevailing COVID situation.]

#### **6.1.2. Reporting Obligations**

The ESG Auditor shall furnish, compile, or make available at all times to SVCL and simultaneously to FCDO, records of information, oral or written, which SVCL may reasonably request of the services to be performed under this contract, if in the view of SVCL such additional record(s) are required to supplement the ESG audit report given by the ESG auditor.

#### **6.1.3. Documents prepared by the ESG Auditor to be the property of SVCL**

- a. All drawings, photographs, reports, recommendations, estimates, documents and all other data compiled or received by the ESG Auditor under this Contract and the intellectual property, if any, therein, (i) shall be owned by and be the property of SVCL, (ii) shall be treated by the ESG Auditor, its personnel, sub-contractors and advisers as confidential, (iii) shall be delivered only to the duly authorized officials of SVCL on completion of work under this Contract or as may otherwise be specified by SVCL under this Contract. In no event shall the contents of such document or data are made known by the ESG Auditor or any of their employees to any person or organisation or media without written approval of SVCL.
- b. Where the report or information contains information relating to any investee company, besides SVCL, the ESG Auditor shall take written approval from the investee company to divulge any content(s) of their ESG findings or final report or anything relating to the respective investee company.
- c. All copyright, patents and other intellectual property rights in all countries and all 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 SVCL as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as SVCL may determine appropriate.
- d. Background IPR: Final versions of presentations, reports, and other material that ESG Auditor provide to SVCL will become SVCL's property ("Deliverables"). ESG Auditor 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 ESG Auditor staff in course of its work for clients, or during its own research.

**6.1.4. Monitoring of ESG Auditor Performance**

- a. SVCL would monitor the progress of the project through periodical meetings with the ESG Auditor at a time and place to be indicated by SVCL.
- b. Considering the COVID scenario, such meetings will be mostly done through MS Teams / Videoconferencing mode.

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**6.2. ESG Auditor's Personnel**

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**6.2.1. General**

- a. The ESG Auditor shall employ and provide such qualified and experienced Personnel and Sub-Auditors as are required to carry out the Services.
- b. They will be disclosed in the application itself by the bidder.

**6.2.2. Description of Personnel**

- a. Subject experts and Project Leader should be available for interaction with SVCL, as and when required by the SVCL periodically.
- b. SVCL will give adequate notice for requesting for such an interaction.

**6.2.3. Removal and / or Replacement of Personnel**

- a. Except as SVCL may otherwise agree, no changes shall be made in the key personnel.
- b. If, for any reason beyond the reasonable control of the ESG Auditor, it becomes necessary to replace any of the personnel, the ESG Auditor shall forthwith provide as a replacement a person of equivalent or better qualifications with the prior approval of SVCL.
- c. If SVCL (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the ESG Auditor shall, at SVCL's written request, forthwith provide as a replacement, a person with qualifications and experience acceptable to SVCL.
- d. The ESG Auditor shall bear all travel and other costs arising out of or incidental to any removal and/or replacement.

**6.2.4. Project Manager**

The ESG Auditor shall ensure that at all times during the ESG Auditor's performance of the services, a project manager acceptable to SVCL is taking charge of the performance of such

services and also interface with SVCL as also the respective investee company/ies on a day to day basis till full completion of the work and submission of all the agreed deliverables.

#### 6.2.5. **Right and remedies of SVCL**

- a. Nothing in or relating to this contract shall be deemed to prejudice or constitute a waiver of any rights or remedies of SVCL.
- b. SVCL shall not be liable for any consequences of, or claims based upon any act of omission on the part of the Government.
- c. The ESG Auditor shall be responsible for verifying and interpreting all data or information provided by SVCL to the ESG Auditor. SVCL shall have no responsibility for the accuracy, sufficiency, or completeness of such data.
- d. All deliverables submitted by the ESG Auditor shall be considered to have been completed when such deliverable is approved by SVCL.
- e. SVCL can make recommendations for amendments, clarifications and modifications to any deliverable provided by the ESG Auditor which shall be considered and factored in while delivering the final report.

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### 6.3. **Payment to the ESG Auditor**

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#### 6.3.1. **Lumpsum remuneration**

The ESG Auditor's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum per investee company including all staff costs, printing, communications, travel, accommodation and the like, and all other costs incurred by the ESG Auditor in carrying out the Services.

#### 6.3.2. **Contract Price**

The price is payable in Indian Currency.

#### 6.3.3. **Terms and Conditions for payment**

- a. Payment would be settled on the completion (sign off) of and submission of final report (for each investee company for whom ESG audit has been done and completed) as given below:

S. No.	Particulars	% Of the Contract Value
1	Submission of final report and sign-off by SVCL	100%

- b. Payments will be generally made by SVCL within 30 (thirty) days of approval of the final ESG Audit Report for each investee company and receipt of the corresponding invoice from the ESG Auditor specifying the amount due.
- c. All the payments will be made by SVCL, electronically through RTGS/NEFT. Successful Bidder is required to submit to SVCL, mandate form along-with a cancelled cheque (in

- original) and any other information which may be required for processing / payment, once they are intimated about their appointment as ESG Auditor.
- d. The Bidder must accept the payment terms proposed by SVCL.
  - e. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by SVCL. Any deviation from the proposed payment terms would not be accepted.
  - f. SVCL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of SVCL.
  - g. TDS, if any, will be deducted at applicable rates, while releasing the payment. TDS rate will be as advised by the Tax Adviser of SVCL and the same shall not be disputed by the eligible bidder.
  - h. All payments will be made to the Bidder in Indian Rupee only.
  - i. No advance payment will be made in any case.
  - j. Reimbursement of expenses incurred during field visits(s) and meetings with key internal and external stakeholders, will be provided only if prior written approval has been taken from SVCL.

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#### **6.4. Indemnification**

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- 6.4.1. The ESG Auditor shall indemnify, hold, and save harmless and defend at its own expenses SVCL (and SIDBI/FCDO) 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 ESG Auditor, its employees and/or agents caused by or resulting from any operations(s) conducted by or on behalf of the ESG Auditor
- 6.4.2. The ESG Auditor shall, at all times, further indemnify SVCL 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 ESG Auditor.
- 6.4.3. Any failure or delay on the part of any party to exercise right or power hereunder shall not operate as a waiver thereof.
- 6.4.4. 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.
- 6.4.5. The ESG Auditor shall at all times indemnify SVCL 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 ESG Auditor or to the person whether in the employment of the ESG Auditor or not.

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## **6.5. Fairness and Good Faith**

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### **6.5.1. 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.

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## **6.6. Operation of Contract**

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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.

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## **6.7. Representation and Warranties**

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

- 6.7.1. it is duly incorporated and is validly existing and in good standing under the laws of its country of incorporation;
- 6.7.2. it has the power and authority to enter into and perform its obligations under this Contract;
- 6.7.3. this Contract has been duly authorised, executed, and delivered by it and constitutes the legal, valid and binding obligation of it;
- 6.7.4. there is no pending or threatened litigation or claim which would materially impair its ability to perform its obligations under this Contract; and
- 6.7.5. 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.

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## **6.8. Breaches of Intellectual Property Rights**

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- 6.8.1. The ESG Auditor shall not use:
  - a. any intellectual property of SVCL (or SIDBI or FCDO or any investee company) 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.
- 6.8.2. The ESG Auditor shall defend, indemnify, and hold SVCL 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 SVCL or intellectual property rights in the Services granted to SVCL.

- 6.8.3. The ESG Auditor shall indemnify and hold SVCL harmless against and from any claim which arises out of or in relation to the ESG Auditor's performance of the Services. If, pursuant to any claim to which the indemnity in this **Clause** 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 ESG Auditor shall, at its own cost, either procure for SVCL a non-terminable, non-exclusive, royalty-free transferable license from such third party to enable SVCL and its successors in title to the Services or, with SVCL prior written consent, re-perform 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 ESG Auditor of liability for any of its obligations under this Contract.
- 6.8.4. ESG Auditor indemnity obligations shall be contingent upon ESG Auditor sole right to defend such claims. ESG Auditor shall have no liability or obligation to indemnify SVCL for any claim of infringement based upon use of superseded or altered version of the Deliverables by SVCL, if SVCL 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 ESG Auditor has provided to client or use of the Deliverables in a manner that violates the terms of this contract.

6.8.5. Without in any way limiting the foregoing provisions of this **Clause**, in the event of any such claim the ESG Auditor shall at SVCL request but at the ESG Auditor's own expense, complete one or more of the following without delay:

- a. procure for SVCL the right to continue to use the intellectual property rights in question; or
- b. modify or replace the subject-matter of the activities permitted by this Contract (at no cost to SVCL) so that it becomes non-infringing without loss of functionality or compatibility or affecting its use.

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**6.9.           Warranty**

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6.9.1.       The ESG Auditor represents and warrants that the intellectual property rights, if any, licensed by the ESG Auditor to SVCL, or any part of them:

- a.       is accurate or valid;
- b.       is suitable for the Contractor's purpose;
- c.       shall not cause any loss, damage, or injury; or
- d.       the use of such intellectual property rights licensed by the ESG Auditor to SVCL does or shall not infringe the rights of any third party.

6.9.2.       The ESG Auditor warrants and represents that:

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

**Annexure –I: Bid Forwarding Letter**

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

Date:

Shri Piyush Kochar,  
Partner  
M/s Kochar & Associates  
Chartered Accountants,  
302, Swapnabhoomi, A Wing,  
S.K. Bole Road, Dadar West,  
Mumbai – 400 028

Dear Sir,

**Samridhi Fund - Appointment of ESG Auditor for evaluation of Investee Companies**

**General submission:**

1. We confirm that we have read, examined, and understood the aforesaid RFP document in detail and accordingly we do hereby propose to extend the services as specified in the above-mentioned RFP.
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 agree to abide by this offer till March 31, 2023. We note that Samridhi Fund wants to complete the ESG audits as expeditiously as possible. We confirm that if our bid is finally selected and we are selected as the ESG auditors, we will abide by the agreed commercial terms till March 31, 2023.
4. We hereby confirm that we have noted that this RFP process is being done by M/s Kochar & Associates (firm / agency selected by SVCL) and SVCL is not involved in the selection of the ESG auditor. We hereby further confirm that we will not enter into any correspondence with SVCL (or SIDBI or FCDO) or M/s Kochar & Associates (firm / agency selected for completing the RFP process) in this matter.
5. We hereby confirm that we will deploy sufficient number of professionally qualified and experienced employees, details of whom are given in **Annexure \_\_\_\_** to the bid. We hereby agree that we will not replace the employees without specific written approval from SVCL and we will complete the ESG audit in a professional manner with utmost integrity and quality and within agreed timelines.
6. We advise that we have understood that this is a ESG audit assignment of investee companies of Samridhi Fund and is not an investigation into their affairs, nor is it a financial audit of their accounts. Therefore, we confirm, that we will do the ESG audit fully mindful of the fact that time of investee companies and their management is precious, and we will avoid unnecessary / lengthy

conversations on any issue relating to the assignment and will do the work with utmost dedication and professionalism without disturbing the regular business or working of the respective investee company.

### **Clean Track Record**

1. We hereby declare that our company / firm has not been censured / blacklisted / banned / barred / disqualified / prohibited by Government of India or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority, as on date of submission of the bid.
2. I further certify that I am the competent officer in my company / firm to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

### **Competency**

1. We hereby confirm that we are fully competent to undertake and successfully deliver the ESG audit as per scope mentioned in the above RFP.
2. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RFP.
3. We certify that the quality and number of resources to be deployed by us for Consultancy will be adequate to deliver the services professionally and competently within the prescribed time frame.
4. We also certify that all the information given by us in response to this RFP is true and correct.

### **Conformity**

1. 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, if any, made to the original tender documents issued by SVCL.
2. SVCL 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 SVCL's decision not to accept any such extraneous conditions and deviations will be

final and binding on us and persons claiming through us. We understand that any deviation may result in disqualification of our bid.

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

**Non-Disclosure**

1. We understand that at the end of the RFP process, if we are selected as the ESG auditor, we will have access to information relating to Samridhi Fund and investee companies of Samridhi Fund.
2. We hereby confirm and undertake that we will not publish or disclose to others, nor use in any services that we perform for others, any confidential or proprietary information belonging to SVCL or Samridhi Fund or investee companies of Samridhi Fund, unless we have obtained specific written approval for the same from the respective entity to whom the information belongs to.
3. We further agree that the information and other data shared by SVCL or Samridhi Fund or investee company of Samridhi Fund, for the purpose of the ESG audit, will not be disclosed to anyone outside SVCL - during or subsequent to submission of the ESG audit reports to SVCL.

Yours sincerely,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bidder

**Annexure –II: Minimum Eligibility Bid****A. Bidder Profile**

<b>Sr No</b>	<b>Particulars</b>	<b>Bidder Response</b>
1.	Name of the bidder	
2.	Date of Incorporation	
3.	Date of Commencement of Business	
4.	Constitution of bidder	
5.	Address of Registered office	

**B. Details of Authorised Signatory / Representative of Bidder**

<b>Sr No</b>	<b>Particulars</b>	<b>Bidder Response</b>
1.	Name	
2.	Designation	
3.	Land Line No	
4.	Mobile No	
5.	Email Id	

**C. Eligibility Criteria**

S. No.	Eligibility Criteria	Supporting Documents Required to be Submitted	Bidders' response
1	<p>c) Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013</p> <p>or</p> <p>Partnership firm / LLP registered in India under Partnership Act 1932/2008</p> <p>d) Should have been in existence atleast for 3 financial years viz., FY 2019 onwards.</p>	<ul style="list-style-type: none"> <li><b>For Companies:</b> Certificate of Incorporation and commencement, PAN, GSTIN Certificate, CIN</li> <li><b>For Partnership:</b> Registered Partnership Deed / LLP document, PAN, GSTIN Certificate,</li> </ul> <p>are required to be submitted along with the eligibility bid.</p> <p><b>Note:</b> Bidder to submit CA certificate certifying the years of existence.</p>	(Please also indicate Reference Page No. of relevant document in RFP response)
2	<p>Experience in providing minimum 2 completed:</p> <ul style="list-style-type: none"> <li>✓ ESG Audits / ESG Evaluation assessment</li> <li>✓ Environmental / Social assessment</li> <li>✓ Corporate Governance assessments</li> </ul> <p>of listed/unlisted companies in India in the last 5 FYs i.e., from FY 2017 to FY 2021.</p>	Self-declaration to this effect on the Bidders letter head should be submitted as part of the Bid forwarding letter.	

S. No.	Eligibility Criteria	Supporting Documents Required to be Submitted	Bidders' response
3	The bidding company, as on the date of submission of bid, should not have been censured / blacklisted/ banned / barred / disqualified / prohibited by Gol or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.	Self-declaration to this effect on the Bidders letter head should be submitted as part of the Bid forwarding letter.	(Please also indicate Reference Page No. of relevant document in RfP response)



Date:  
Place:

Signature of Authorized Signatory:  
Name of the Authorized Signatory:  
Designation:  
Name of the Organization:  
Seal ...

### Annexure –III: Technical Bid

S. No	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders* response																					
1	<p><b><u>Existence:</u></b></p> <p>c) Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 (or) Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended</p> <p>d) Should have been in existence at least for 3 financial years viz., FY 2019 onwards.</p>	15	<table><tr><th>S. No</th><th>No. of completed assignments</th><th>Marks</th></tr><tr><td>1</td><td>&lt; 3 yrs</td><td>Ineligible</td></tr><tr><td>2</td><td>&gt;3yrs to 4yrs</td><td>5</td></tr><tr><td>3</td><td>&gt;4yrs to 5yrs</td><td>10</td></tr><tr><td>4</td><td>&gt;5yrs</td><td>15</td></tr></table> <p><b>Note:</b> Bidder to submit CA certificate certifying the years of existence.</p>	S. No	No. of completed assignments	Marks	1	< 3 yrs	Ineligible	2	>3yrs to 4yrs	5	3	>4yrs to 5yrs	10	4	>5yrs	15	(Please also indicate Reference Page No. of relevant document in RfP response)						
S. No	No. of completed assignments	Marks																							
1	< 3 yrs	Ineligible																							
2	>3yrs to 4yrs	5																							
3	>4yrs to 5yrs	10																							
4	>5yrs	15																							
2	<p><b><u>Average annual revenue of the bidder:</u></b></p>	10	<p>Average revenue of any 3FYs out of last 5 FYs (i.e., starting from FY 2017 to FY 2021) of the bidder</p> <table><tr><th>S. No</th><th>Average Revenue</th><th>Marks</th></tr><tr><td>1</td><td>&lt;= Rs 1 cr</td><td>0</td></tr><tr><td>2</td><td>&gt; Rs 1 cr &lt;= Rs 2.5 cr</td><td>2</td></tr><tr><td>3</td><td>&gt; Rs 2.5 cr &lt;= Rs 5 cr</td><td>4</td></tr><tr><td>4</td><td>&gt; Rs 5 cr &lt;= Rs 7.5 cr</td><td>6</td></tr><tr><td>5</td><td>&gt; Rs 7.5 cr &lt;= Rs10cr</td><td>8</td></tr><tr><td>6</td><td>&gt; Rs 10 cr</td><td>10</td></tr></table> <p><b>Note:</b> Bidder to submit CA certificate certifying the average revenue.</p>	S. No	Average Revenue	Marks	1	<= Rs 1 cr	0	2	> Rs 1 cr <= Rs 2.5 cr	2	3	> Rs 2.5 cr <= Rs 5 cr	4	4	> Rs 5 cr <= Rs 7.5 cr	6	5	> Rs 7.5 cr <= Rs10cr	8	6	> Rs 10 cr	10	(Please also indicate Reference Page No. of relevant document in RfP response)
S. No	Average Revenue	Marks																							
1	<= Rs 1 cr	0																							
2	> Rs 1 cr <= Rs 2.5 cr	2																							
3	> Rs 2.5 cr <= Rs 5 cr	4																							
4	> Rs 5 cr <= Rs 7.5 cr	6																							
5	> Rs 7.5 cr <= Rs10cr	8																							
6	> Rs 10 cr	10																							

S. No	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders* response																		
3	<p><b><u>Experience of the bidder:</u></b> Experience in providing minimum 2 completed:</p> <p>✓ ESG Audits / Evaluation</p> <p>✓ Environmental / Social assessments</p> <p>✓ Corporate Governance assessments</p> <p>Of listed / unlisted companies in India in the last 5 FYs i.e., from FY 2017 to FY 2021.</p> <p><b>Note:</b> Experience in ESG Audit / Evaluation using FCDO / CDC toolkit would be an added advantage.</p>	25	<table><tr><th>S. No</th><th>No. of completed assignments</th><th>Marks</th></tr><tr><td>1</td><td>1 to 3</td><td>5</td></tr><tr><td>2</td><td>4 to 7</td><td>10</td></tr><tr><td>3</td><td>8 to 10</td><td>15</td></tr><tr><td>4</td><td>10 to 15</td><td>20</td></tr><tr><td>5</td><td>More than 15</td><td>25</td></tr></table> <p>Only completed assignments will be considered for evaluation.</p> <p>Completion Certificate or a Self -Declaration to be furnished by the bidder on its letter head. A bidder should submit brief description of the assignment and duration of the assignment.</p> <p>SVCL reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of technical evaluation.</p>	S. No	No. of completed assignments	Marks	1	1 to 3	5	2	4 to 7	10	3	8 to 10	15	4	10 to 15	20	5	More than 15	25	(Please also indicate Reference Page No. of relevant document in RfP response)
S. No	No. of completed assignments	Marks																				
1	1 to 3	5																				
2	4 to 7	10																				
3	8 to 10	15																				
4	10 to 15	20																				
5	More than 15	25																				

S. No	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders* response																				
4	<p><b><u>Project Head, and Team (Composition &amp; suitability):</u></b></p> <p>✓ Experience (Completed projects only) in the capacity of Project Head in providing ESG Implementation, Evaluation &amp; Impact Assessment services</p> <p>✓ Composition of rest of the team, quality, and suitability – includes number and experience of professionals deployed for duration of assignment, other experts /capabilities proposed to be drawn, etc.</p>	35	<table><tr><th>Role</th><th>Experience (for each completed ESG assignment)</th><th>Marks*</th></tr><tr><td rowspan="3">Project Head</td><td>ESG Audit / Evaluation</td><td>2</td></tr><tr><td>Environmental and Social assessments</td><td>2</td></tr><tr><td>Corporate Governance assessments</td><td>2</td></tr></table> <p>*[subject to maximum 15 marks.]</p> <table><tr><th>Role</th><th>Experience</th><th>Marks*</th></tr><tr><td rowspan="3">Team Member</td><td>ESG Audits / Evaluation</td><td>1</td></tr><tr><td>Environmental and Social assessments</td><td>1</td></tr><tr><td>Corporate Governance assessments</td><td>1</td></tr></table> <p>*[subject to maximum 20 marks.]</p> <p><b>Note:</b> Experience will also include experience gained in earlier jobs.</p>	Role	Experience (for each completed ESG assignment)	Marks*	Project Head	ESG Audit / Evaluation	2	Environmental and Social assessments	2	Corporate Governance assessments	2	Role	Experience	Marks*	Team Member	ESG Audits / Evaluation	1	Environmental and Social assessments	1	Corporate Governance assessments	1	(Please also indicate Reference Page No. of relevant document in RfP response)
Role	Experience (for each completed ESG assignment)	Marks*																						
Project Head	ESG Audit / Evaluation	2																						
	Environmental and Social assessments	2																						
	Corporate Governance assessments	2																						
Role	Experience	Marks*																						
Team Member	ESG Audits / Evaluation	1																						
	Environmental and Social assessments	1																						
	Corporate Governance assessments	1																						
5	<p><b><u>Presentation:</u></b></p> <p>✓ Understanding of the scope of the assignment</p> <p>✓ Roadmap and Action Plan for completing the assignment within agreed timelines.</p>	15	Assessment will be done broadly based on the experience of the bidder in delivering ESG Audit, presentation (if required) made by the bidder and interaction (if required) with the bidder.	(Please also indicate Reference Page No. of relevant document in RfP response)																				

Date:

Signature of Authorized Signatory:

S. No	Evaluation Parameter	Max Marks	Scoring Methodology	Bidders* response
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Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal ...

**Note:**

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

### Annexure III-A: Proposed Team Profile for the ESG audit assignment

The details of each team members (including Project Head) should be provided in the format given below. The following details should be of maximum 2 pages for each person and signed by the respective person confirming that the information given in the format given below is correct. Irrelevant / confusing information should not be given.

S. No.	Requirement	Particulars		
1	Name			
2	Role in the ESG audit work	Project Head / Team Member		
3	Qualification			
4	Experience			
4.1	Key areas of work experience	ESG Audits / Evaluation	Environmental and Social assessments	Corporate Governance assessments
4.2	Other areas of work experience			
5	Completed number of Assignments	ESG Audits / Evaluation	Environmental and Social assessments	Corporate Governance assessments
5.1	Handled as a Team Leader			
5.2	As part of a Team			
6	No. of completed years of work experience	With current employer	In Total	
7	Designation (In existing company / firm)			
8	Reporting To	Name of the person	Designation of the person	
9	Any other information which is			

	relevant for the ESG audit work which you want to highlight	
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**Signature**

**Annexure – IV: Commercial Bid**

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

Date:

Shri Piyush Kochar,  
Partner,  
**M/s Piyush Kochar & Associates,**  
Chartered Accountants.  
302, Swapnabhoomi, A Wing,  
S.K. Bole Road, Dadar West,  
Mumbai – 400 028

Dear Sir,

**Samridhi Fund - Appointment of ESG Auditor for evaluation of Investee Companies - Commercial Bid**

With reference to the above-mentioned RFP, we hereby give the following quote which will be binding on us for the full duration of ESG audit.

Item	Amount in (INR) (excluding GST)	Amount in words (excluding GST)
ESG audit fee per investee company		

**Note: GST will be at applicable rate and will be claimed as per actuals.**

1. We hereby acknowledge that this a fixed price contract and no other expenses / monies will be payable beyond this amount but for the applicable GST.
2. We agree that in case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
3. We agree and confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
4. We hereby confirm that we have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions or which contain any deviation in terms & conditions or any specification.
5. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.

Yours sincerely,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Seal of the Bidder**