

Small Industries Development Bank of India

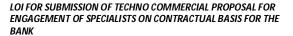
LETTER OF INVITATION (LoI) FOR SUBMISSION OF PROPOSAL FOR ENGAGEMENT OF SPECIALIST STAFF ON CONTRACTUAL BASIS FOR THE BANK

Small Industries Development Bank of India Swavalamban Bhavan C-11, G-Block, Bandra Kurla Complex, Bandra East Mumbai 400 051

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HRV./L001234452/ 2021-22

May 19, 2021

LETTER OF INVITATION (Lol)

| Kind Attn. | |
|------------|--|

Dear Sir / Madam,

Subject: LETTER OF INVITATION (LoI) FOR SUBMISSION OF TECHNO-COMMERCIAL PROPOSAL FOR ENGAGEMENT OF SPECIALIST STAFF FOR THE BANK

You are hereby invited to submit Techno-Commercial proposals required for the captioned engagement assignment, which would form the basis for future negotiations and ultimately a contract between your firm/ Company and the Small Industries Development Bank of India (hereinafter referred to as Client).

The purpose of the assignments is engagement of following **SPECIALIST STAFF FOR THE BANK**.

- (a.) Chief Technology Officer (CTO).
- (b.) Chief Technical Advisor (CTA) (for premises administration).
- (c.) DevOps Lead.
- 2. The TCP includes the following documents:

Section I- Letter of Invitation

Section II-Instruction to Consultants (ITC)

Section III -General Terms & Conditions (GTC)

Section IV - Commercial Proposals - formats

- 3. Unless the context otherwise requires, the terms wherever used in this LoI and Contract would have the same meaning as given in the "Request for Empanelment of HR Consultants" dated May 12, 2018 and addendums to RfE issued on May 30, 2018 and June 06, 2018 and also to the RfE issued on Jan 08, 2021 and addendums to RfE issued on Jan 29, 2021 as available on Client website.
- 4. The proposals complete in all respect can be submitted up to **1500** hours on <u>May 31, 2021</u> through email at <u>recruitment@sidbi.in</u> in password protected PDF file(s).
- 5. Opening of the Technical Proposal will take place at **1600 hou**rs on **May 31, 2021** through online video conferencing.



6. Opening of the Financial Proposal will take place at **1600 hou**rs on **June 01, 2021** through online video conferencing.

7. Address for Communication

The General Manager, Human Resource Vertical, Small Industries Development Bank of India, Swavalamban Bhavan, 7th Floor, C-11, G- Block, Bandra Kurla Complex, Bandra East Mumbai - 400 051

8. Contact Person

Shri Pradyumna Kumar Choudhury

Dy. General Manager Phone: +91-9910033484 Email: **pradyumna@sidbi.in**

Shri Gautam Kumar

Assistant General Manager Phone: +91-9920577933 Email: **gautam@sidbi.in**

- **9.** The Bank reserves the right to accept or reject any or all the Proposals in whole or part without assigning any reasons.
- 10. You are requested to hold your proposal valid for 30 days from the last date of submission without change in your proposed price. The Client will make its best efforts to select a Consultant firm/company within this period. The Client may solicit your consent to an extension of Proposal validity (but without any modification in the Proposal).
- 11. Please note that the remuneration which you receive from this assignment will be subject to applicable tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.
- **12.** We would appreciate if you inform us by E-mail:
 - (a) Your acknowledgement of the receipt of this letter of invitation and;
 - (b) Whether or not you will be submitting a proposal.

Yours faithfully Sd/-(Y. Venugopal Rao) General Manager HR Vertical



SECTION II: INSTRUCTIONS TO CONSULTANTS (ITC)

1. Terms of Reference (TOR)

The Bank intends to engage a competent HR consultant for recruitment of Specialist Staff for the IT operations / Premises administration of the Bank. In this regard, the Bank requests proposals from the empanelled HR consultants for assisting the Bank in the above recruitment. Bank may, at its sole and absolute discretion, choose to avail all services or part thereof. Such decision may be advised during the course of the project. The area of consultancy shall include, but not limited to as under:

1.1 The indicative terms of appointment of Specialists for the Bank shall be as under:

1. Chief Technology Officer (CTO)

| A. | Naı | me of the Post | Chief Technology Officer (CTO) | | |
|----|-----|-----------------|---|--|--|
| B. | Тур | e of the Post | Contractual on full time basis. | | |
| C. | No | . of Posts | 1 (One) | | |
| D. | Per | iod of Contract | The term of the contract of CTO would initially be for a period of three year , extendable, at sole discretion of the Bank, for a further period of up to two year . The contract can be terminated at one months' notice on either side or salary and allowances (if any) in lieu thereof. | | |
| F. | | y Skills | The Chief Technology Officer (CTO) shall possess following skills: a) First-hand knowledge in supervising development of large software solutions involving multiple integrations. b) Exposure to Core Banking Solutions, Digital Banking, Networking, IT Infrastructure Solutions, Learning Management Solutions. c) Up-to-date with technological trends to build and execute IT strategy which could impact the Bank's digital and financial assets. d) Technical know-how: Technical architecture skills, technology process skills, Capacity and human capability building skills in IT. e) Adaptability to different roles: Ability to work within both the executive and technical teams and wear different hats in each group. | | |
| | a | | | | |



| | b | Educational Qualification | • Minimum Qualification: B.E./ B.Tech./ MCA (from a recognized University) as on May 17, 2021 . |
|----|--------------|------------------------------|--|
| | | | M.Sc./ M. Tech. in CS/ IT (from a recognized University) will be an added advantage |
| | c Experience | | Minimum 20 years' experience in IT field, preferably with software development background, as on May 17, 2021 . Out of above minimum 10 years must be in senior executive level position, out of which minimum 3 years should be in banking & financial sector. Experience should be post minimum educational qualification. (Training & Teaching experience will not be counted for eligibility) |
| | | | Important: The Bank reserves the right to raise/modify the eligibility criteria in educational qualification and minimum work experience in order to restrict the number of candidates to be called for Interview, commensurate with the number of posts. |
| G. | Remuneration | | Around `45.00 - `50.00 lakh , based on experience/profile of the candidate. Annual increment, up to 5% of CTC finalized initially, may be considered by the Bank, based on performance. Salary shall not be a constraint for the right candidate. |

2. Chief Technical Advisor (CTA)

| A. | Name of the Post | Chief Technical Advisor (CTA) | | |
|----|--------------------|---|--|--|
| B. | Type of the Post | Contractual on full time basis . | | |
| C. | No. of Posts | 1 (One) | | |
| D. | Place of Posting | | | |
| E. | Period of Contract | The term of the contract of CTA would initially be for a period of three year , extendable, at sole discretion of the Bank, for a further period of up to two year . The contract can be terminated at one months' notice on either side or salary and allowances (if any) in lieu thereof. | | |
| F. | Key Skills | The Chief Technical Advisor (CTA) shall possess following skills: a) Extensive Experience in delivering large capital building projects b) Sound understanding of building /structure maintenance c) Track record of managing third-party suppliers and sub-contractors to deliver optimum performance d) Extensive experience in people management including mentoring, motivating and developing staff | | |



| | | | e) Forward looking, innovative thinker with an ability to identify the opportunities offered by technology to improve Premises Management and delivery of services. |
|---|--|------------|---|
| G. | Eligibility Criteria | | |
| | b Educational Qualification Dualification Graduation in Engineering in Civil / Electrical minimum 60% marks in aggregate or 1st Class from the company of the comp | | The candidate should not be more than 50 years old as on May 17, 2021 . |
| | | | • Graduation in Engineering in Civil / Electrical with minimum 60% marks in aggregate or 1st Class from a recognized University, as on May 17 , 2021 . Postgraduates in the same discipline will be preferred. |
| construction work and /or civil main / commercial buildings / resident knowledge of RCC design and or knowledge of computers, experience | | Experience | Minimum 20 years in execution and supervision of civil construction work and /or civil maintenance of office buildings / commercial buildings / residential Complexes with basic knowledge of RCC design and other civil works, working knowledge of computers, experience in preparation of tenders for civil works etc. (as on May 17, 2021). |
| | | | Important: The Bank reserves the right to raise/modify the eligibility criteria in educational qualification and minimum work experience in order to restrict the number of candidates to be called for Interview, commensurate with the number of posts. |
| H. | Remuneration | | Around `45.00 - `50.00 lakh , based on experience/profile of the candidate. Annual increment, up to 5% of CTC finalized initially, may be considered by the Bank, based on performance. Salary shall not be a constraint for the right candidate. |

3. DevOps Leads

| A. | Name of the Post | DevOps Lead | | |
|----|--------------------|--|--|--|
| В. | Type of the Post | Contractual on <u>full time basis</u> . | | |
| C. | No. of Posts | 3 (Three) | | |
| D. | Period of Contract | The term of the contract of DevOps Lead would initially be for a period of three year , extendable, at sole discretion of the Bank, for a further period of up to two year . The contract can be terminated at one months' notice on either side or salary and allowances (if any) in lieu thereof. | | |
| E. | Key Skills | The DevOps Lead shall possess following skills: a) First-hand knowledge in supervising development of large software solutions involving multiple integrations. | | |



| | | | b) Exposure to Core Banking Solutions, Digital Banking, Networking, IT Infrastructure Solutions, Learning Management Solutions. c) Up-to-date with technological trends to build and execute IT strategy which could impact the Bank's digital and financial assets. d) Technical know-how: Technical architecture skills, technology process skills, Capacity and human capability building skills in IT. e) Adaptability to different roles: Ability to work within both the executive and technical teams and wear different hats in each group. |
|---|--------------|-------------------|--|
| F. | Eliç | gibility Criteria | |
| | а | Age limit | The candidate should not be more than 35 years old as on May 17 , 2021 . |
| Qualification Science/IT/ECE or MCA/ M. Sc. (IT)/ N | | | Qualification: Engineering Graduate in Computer Science/IT/ECE or MCA/ M. Sc. (IT)/ M.Sc. (Computer Science) from recognized University/ Institute as on May 17, 2021 . |
| | С | Experience | Minimum 8 years of post-basic qualification experience in IT business/industry as on May 17, 2021 , out of which minimum 5 years in Building and Leading high-performing IT application development teams using platforms like J2EE with various associated frameworks and technologies like Spring, Hibernate, Angular and SQL database skills. Should have experience as a software architect focused on planning, development strategies/initiatives and product lifecycle/service orientation. |
| | | | Important: The Bank reserves the right to raise/modify the eligibility criteria in educational qualification and minimum work experience in order to restrict the number of candidates to be called for Interview, commensurate with the number of posts. |
| G. | Remuneration | | Upto `30.00 - `35.00 lakh , based on experience/profile of the candidate. Annual increment, up to 5% of CTC finalized initially, may be considered by the Bank, based on performance. Salary shall not be a constraint for the right candidate. |

1.2 Keeping in view the above, the following would be the broad scope of work for the successful Consultant:

- a. Managing the complete recruitment process from registering a vacancy to the arrival of the successful recruit.
- b. Drawing up of Job Profile of the post(s) for which recruitment is being proposed,



- c. Determining essential attributes like experience, skills & qualifications, KRAs, suggesting compensation package including bench marking of CTC etc.
- d. Provide IT infrastructure to receive the online applications from the candidate.
- e. Advertising the post, sourcing, collection and scrutiny of application and identification of suitable candidates, application handling and storage, screening, Tests / Interviews exercise, Negotiations, Performance matrix etc.
- f. Tasks related to on-boarding of such candidates including handing references, clearances and professional background checks and criminal records etc.
- g. Any other specific job or recruitment related services as required by SIDBI.

The Consultant has to envisage all necessary services to be provided to achieve the objective for which the proposal is sought and ensure that the same is delivered to the Client. Omission of details in the proposal of the services required to be provided by the Consultant or mis-description of details generally acknowledged to be customary and/ or necessary to carry out such services or which the Consultant knows or reasonably should have known will not relieve the Consultant from performing such omitted details of the services and they must be performed as if fully and correctly set forth and described in this proposal.

1.3. Schedule for completion of the tasks

The above recruitment has to be done within 1 month period from the date of the contract.

Post the evaluation process the selected consultant would be initially contracted by the Bank for a period of 1 month post signing of the agreement. The Bank reserves the right to reduce or extend the stipulated timeframe of 1 months for an additional period as it may deem appropriate, at the same commercial terms and condition without any additional compensation payable by the Bank, on month to month basis.

2. Submission of Proposals

- 2.1 Consultants are permitted to submit only one Proposal.
- Within the single Proposal, the Consultant is expected to submit the Technical and Commercial proposal clearly indicating experience of hiring on posts similar to, as proposed by the client in this LOI, in format as per Form F-2 & F-3. In case, the Consultant is not having experience of hiring in any particular post, the same may be left blank or "not having relevant experience" may be indicated.
- 2.3 In all such cases, the Consultant shall only be eligible for the posts in which it is having past experience of hiring and accordingly shall be considered for opening of Financial proposals.
- The Consultant is expected to submit the Commercial Proposal inclusive of the applicable taxes [to be shown separately]. The commercial proposal should be on the Consultant's letter head and the total amount should be mentioned in both numerals and words.
- 2.5 The Commercial proposal may be prepared as per format provided in Commercial Proposals Formats. The covering letter Form: F1 shall



indicate the name and address of the Consultant to enable the proposal to be returned in case it is declared late, and for matching purposes.

- 2.6 The cost of proposal and submission of the proposals is entirely the responsibility of the Consultant, regardless of the conduct or outcome of the evaluation process.
- 2.7 In view of the ongoing COVID pandemic situation, the proposals may be sent only by way of password protected PDF files through email at recruitment@sidbi.in, so as to be received within the prescribed timeline. While sending the proposal through email, the following subject line shall be used "<<Consultant Name>> SUBMISSION OF PROPOSAL FOR ENGAGEMENT OF SPECIALIST STAFF ON CONTRACTUAL BASIS FOR SIDBI."
- 2.8 Receipt of the proposals shall necessarily be password protected and passwords of the PDF file(s) may be separately forwarded to following individuals in confidentiality (9764388068 Ranjeet Singh / 9920577933 Shri Gautam Kumar / 9910033484 Shri Pradyumna Kumar Choudhury) as mentioned in the proposal schedule. Proposals received after the scheduled closing time will not be accepted by the Client under any circumstances. The Client will not accept proposals delivered late for any reason whatsoever including any delay or delayed proposals sent by any other means.
- 2.9 The proposals will be opened as per the proposal schedule indicated in letter of invitation.
- 2.10 The Consultants or their authorized representatives shall attend online bid opening of proposals through video conferencing at Microsoft teams or any other mode as preferred by the Bank. Maximum of two persons per Consultant will be allowed to be present. No proposal shall be rejected at proposal opening stage, except for proposals received late. Representatives of the Consultant have to produce an authorization letter from the Consultant to represent them at the time of opening of Commercial proposals.
- 2.11 List of documents to be submitted as part of the Proposal -

| 1. | Form F-1– | Covering letter for submission of Proposal in Form-1 |
|------|-----------|--|
| II. | Form F-2 | Form of Submission of Technical Proposal indicating successfully completed assignments of similar nature |
| III. | Form F-3 | Details of Team leaders and Team engaged for project |
| IV. | Form F-4 | Form of Submission of Commercial Proposal |
| V. | | supporting information that is relevant for the |
| | Commercia | |

3. Experience Qualification

3.1 The Consultant who has relevant experience and capability in hiring for similar positions/ roles as specified, to the satisfaction of SIDBI **shall only be eligible** for commercial evaluation.



- **3.2** The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA. **The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified** and only those technically qualified Bids will be further processed to find "Highest scoring Firms" as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank however retains the right to lower the cut off score by 10 marks, if adequate number of bids does not qualify with the minimum score specified above.
- **3.3** The Technical evaluation shall be based on the following criteria in addition to the information provided in Form F-2 / F-3 /F-4 and would be arrived as under-

| S.No. | Evaluat | Weightage | |
|-------|--|-----------------------|---------------|
| 1. | Understanding of SID job profile of the prop | 15% | |
| | its strategic context. | | |
| | | hiring in the similar | 50% |
| | roles (Total - 50 Mark | s) | 0070 |
| 2. | | 0 | 0 |
| ۷. | No. of hirings | 1-3 | 20 |
| | | 3-5 | 40 |
| | | More than 5 | 50 |
| | Profile of the Team Members leading the 30 Marks) | 30% | |
| 3. | (a.) Team leader Expe | | |
| | (i) <3 Years | 0 | |
| | (ii) 3-5 Years | 10 | |
| | (iii) 5 Years | 15 | |
| | (b.) Team Members E | xperience (Cumulative | Experience) - |
| | (i) <3 Years | | 0 |
| | (ii) 3-5 Years | | 10 |
| | (iii) 5 Years | | 15 |
| 4. | Resourcefulness of (Total - 5 Marks) | f the Consultant - | 5% |
| | Grand T | 100% | |

Techno-commercial evaluation criteria

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 75% weightage and Commercial evaluation shall have 25% weightage. These weightages shall be taken into consideration for arriving at the successful recruitment consultant. The evaluation methodologies vis-a-vis the weightages are as under:

The overall score will be calculated for all technically qualified firms using the following formula:

S = (T/T High x 75) + (C Low/C x 25)

Where:

S= Score of the Firm

T=Technical score of the firm

T High = Highest Technical score among the firms



C= Quote as provided by the firm (please refer to Annexure VIII) C Low = Lowest Quote of C among the firms

The firm securing the highest score becomes the successful firm.

For example - There are three bidders A, B and C.

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 Marks of B / Marks of highest scorer A*100.

Similarly, Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from all technically qualified bidder (say C) as 100. Marks for other bidders will be calculated using the formula Commercial Score = Cost of L1 bidder / Cost quoted by bidder * 100.

A "Combined score" will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes with a weightage of 75% for the Technical Proposal and 25% for the Financial Proposal as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has highest Combined Score.

| Sr. No. | Bidder | Technical Evaluation marks (T) | Nominal Bid Price in INR(C) | Technical Score | Commercial Score | Combined Score (out of 100) |
|------------|--------|--------------------------------------|-----------------------------------|--------------------|---------------------|-----------------------------|
| 1 | Α | 95 | 69 | 95/95*75 = 75.0 | 60/69*25 = 21.7 | 75.0+21.2 = 96.7 |
| 2 | В | 85 | 65 | 85/95*75 = 67.1 | 60/65*25 = 23.1 | 67.1+23.1 = 90.2 |
| 3 | С | 90 | 60 | 90/95*75 = 71.1 | 60/60*25 = 25.0 | 71.1+25.0 = 96.1 |

In the above example Bidder A with highest score becomes the successful bidder. For the purpose of Technical Proposal and Financial Proposal, the comprehensive proposal (covering domestic and international presence) as submitted by the Bidders will be considered for evaluation purposes.

However, kindly note that the Bank reserves the right to finalize and if deemed necessary, focus on only the domestic presence of the Bidder (and excluding the international presence) from the scope of work, as decided by the Bank. The Bank's decision is FINAL in this regard. The fees payable to the selected Bidder will be determined as per the scope of work finalized by the Bank.

4. Guidelines

- 4.1 The offers should be made strictly as per the formats specified.
- 4.2 The proposal should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the Consultant. In such cases, the person/s signing the proposal should initial such corrections.



- 4.3 The Consultant is expected to examine all instructions, forms, terms and conditions and technical specifications in the Proposal Documents. Failure to furnish all information required by the Proposal Documents or submission of a proposal not substantially responsive to the Proposal Documents in every respect will be at the Consultant's risk.
- 4.4 Proposals with insufficient information and proposals which do not strictly comply with the stipulations given in this Proposal, its Annexure etc. are liable for rejection.
- 4.5 Information collected or provided to the Consultant would be confidential and shall not be used by it for any other purpose. The work/study carried out by the Consultant would be the sole property of the Client.
- 4.6 At no point should the Consultant use the name of the Client without prior written permission to advertise itself.
- 4.7 Consultants are not permitted to modify, substitute, or withdraw Proposals after its submission.

5. Conflict of Interest

The Client requires that the Consultant should provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

6. Validity of Proposals

Proposals shall remain valid for a period of **30 (thirty) days** from the date of submission without change in the personnel proposed for the assignment and the proposed price. The Client will make its best efforts to select a Consultant firm within this period. The Client may solicit the consent of the Consultants' for an extension of validity of proposal (but without any modification in the Proposal). A Proposal valid for a shorter period may be rejected as non-responsive.

7. Evaluation of Financial Proposals and Deciding the Awarding of Contract

- (i) The Financial Proposals shall be opened by the Client publicly in the presence of the Consultants' representatives who choose to attend online opening of Financial proposals through video conferencing at Microsoft teams or any other mode as preferred by the Bank. The name of the Consultant and the offered prices shall be read aloud and recorded when the Proposals are opened. The Client shall prepare minutes of the public opening.
- (ii) The Financial Proposal will contain the financial quote covering total price/ fees/cost of undertaking the assignment inclusive of all out of pocket expense of the Consultant. <u>The price should be quoted in absolute value and not in percentage/ proportion.</u>
- (iii) The Client will appoint the Consultant who has quoted the least price for the assignment. In case of a tie in price quoted between Consultants', the



Consultant with the highest technical score during empanelment process will be given a higher rank.

- (iv) During evaluation, the Consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its Proposal.
- (v) The Client may call for clarifications/ particulars / documents required if any, on the proposals submitted, during any stage of the evaluation process. The Consultant has to submit the clarifications/ additional particulars in writing within the specified date and time. The Consultant's offer may be disqualified, if the clarifications/ additional particulars sought by the Client are not submitted within the specified date and time.
- (vi) Commercial proposal valuation shall be considered in discrepancy in case of the following :
 - If there is a discrepancy between words and figures, the amount in words shall prevail.
 - If there is a discrepancy between percentage and amount, the amount re-calculated as per the stipulated percentage basis shall prevail.
 - If there is a discrepancy in the total, the correct total shall be arrived at by the Client.
- (vii) Client reserves the right to renegotiate the prices in the event of changes in market conditions and/or technology, etc.
 - In all the above cases, the Consultant shall be informed and the Consultant would require to confirm and accept the Client's position in writing within the date and time specified by the Client. In case the Consultant does not accept the correction of the errors as stated above, the proposal shall be rejected.
- (viii) If the contract with least quote price cannot be concluded, the Consultant quoting second least price score will be invited for negotiations. This process will be repeated till an agreed contract is concluded.
- (ix) The Client is not bound to select any of the Consultant submitting the proposal. Further as quality is the principal selection criterion, the Client does not bind itself in any way to select the firm offering the lowest price.
- **8.** It is estimated that the whole assignment will be completed in about 1 month from the date of the award of contract and generally the Consultant should base their proposals accordingly.
- **9.** Please note that the cost of preparing a proposal and of negotiating a contract including visits or any other expenses, if any, is not reimbursable as a direct cost of the assignment.
- **10.** The selected Consultant would be expected to take up/commence the assignment within **seven days** from the date of contract. The contract needs to be signed within seven days from the award of work.



- **11.** The selected Consultant shall indicate the authorized signatories who can discuss and correspond with the Client, with regard to the obligations under the Contract. The selected Consultant shall submit at the time of submission of the proposal, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign agreements/contracts with the Client. The Consultant shall furnish proof of signature identification for above purposes as required by the Client. Any change in authorised signatory, till the contract is signed, is required to be intimated to the Client along with documentary evidence.
- **12.** The Client and the selected Consultant will sign the Contract Agreement. After signing of the Contract Agreement, no variation in or modification to the terms of the Contract shall be made except by written amendment signed by both the parties.



Section III: General Terms & Conditions

1. Broad Terms and Conditions

The following conditions shall apply to the proposal for engaging an HR consultant for recruitment assignment:

- 1.1.1 The successful Consultant at his own expense will execute a contract with the Client by paying the appropriate amount of stamp duty. The first page of the Contract shall be on a stamp paper of appropriate value. The stamp duty and contract will be subject to Mumbai jurisdiction only.
- 1.1.2 The Client reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner as deemed necessary till the submission of proposals. Any such changes will be intimated to all the empanelled Consultants' through e-mail.
- 1.1.3 The successful Consultant should initiate work on the project within **7** working days from the date of execution of the Contract.
- 1.1.4 The term of this assignment will for a period of **1 month** from the date of the contract and /or can be extended for further period on mutual agreement.
- 1.1.5 The Client will not accept any plea of the Consultant at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the Proposal. The Client reserves the right to modify any clause of the proposal till the last date for submission of proposals. All modifications / clarifications / amendments would be communicated to the empanelled Consultants'.
- 1.1.6 The Client reserves the right to:
- ✓ Not accept any proposal, or to accept or reject a particular proposal at its sole discretion without assigning any reason whatsoever.
- ✓ Cancel/ modify the proposal at any stage, without assigning any reason whatsoever.
- ✓ Waive or Change any formalities, irregularities, or inconsistencies in this
 proposal (format and delivery). Such a change/waiver would be duly notified
 to all empanelled Consultants'.
- ✓ Extend the time for submission of the proposals and such an extension would be duly notified to all empanelled Consultants.
- ✓ Share the information/ clarifications provided in response to proposal by any Consultant, with all other Consultant(s) /others, in the same form as clarified to the Consultant raising the query.
- 1.1.7 No adjustment of the contracted price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Client to the Consultant for completion of the contractual obligations by the Consultant under the Contract, subject to the terms of payment specified in the Contract.
- 1.1.8 The prices, once offered, must remain fixed and must not be subject to escalation for any reason within the period of validity of the Proposal.



1.1.9 Any change of address/ telephone numbers/ email of the Consultant, should be promptly notified to:

The Dy. General Manager
Human Resource Vertical,
Small Industries Development Bank of India
C-11, G Block,
Bandra Kurla Complex,
Bandra East
Mumbai – 400 051
Maharashtra, India
hrv@sidbi.in

2. Adherence to Statutory Requirements

The Consultant should adhere to laws of the land and rules, regulations and guidelines' prescribed by various regulatory, statutory and Government authorities.

3. Taxes and Duties

- 3.1 All applicable taxes on the consultancy fee will be paid by the Client. The Consultant shall be responsible for deposit of all taxes, duties, levies, fees or charges in respect of the works as required for the Assignment to concerned Government authorities. Also TDS will be deducted from the payments to the Consultant as per applicable laws.
- 3.2 The Consultant is expected to submit the Commercial proposal inclusive of all the applicable taxes. Each tax component, along with its rate, will have to be mentioned as separate line item in the commercial proposal. Any mistake on the part of the Consultant in applicability /calculation / representation of any taxes/duties, etc. in the proposal, in lieu of any change in existing tax laws or otherwise, shall be the sole responsibility of the Consultant and any amount or penalty levied in consequence of such mistake shall be payable by the Consultant.
- 3.3 The total amount payable by the Client to the Consultant shall be inclusive of Consultant's fee and taxes as applicable. The Client shall pay the amount due under this TCP after deducting any tax deductible at source (TDS), as required. The Client shall pay each undisputed invoice raised in accordance with this TCP and subsequent agreement, within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this TCP.

4. Disqualifications

The Client may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Consultant, if the Consultant has:

a. Submitted the Proposal documents after the response deadline;



- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding 3 years;
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- e. Failed to provide clarifications related thereto, when sought;
- f. Submitted more than one Proposal;
- g. Submitted a proposal with price adjustment/variation provision.

5. Disclaimer

The Client and/or its officers and employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Consultant / person acting on or refraining from acting because of any information including statements, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of the Client and/or any of its officers and/or employees.

6. Confidentiality

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Consultant or any other persons not officially concerned with such process until the proposal process is over. The undue use by any Consultant of confidential information related to the process may result in rejection of its Proposal and blacklisting in terms of extant quidelines.

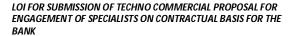
During the execution of the project, except with the prior written consent of the Client, the Consultant and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

7. Payment Terms

The payment invoice shall be raised by the consultant on completion of the assignment (i.e. joining of the finalised candidate). Client shall make the payment to the consultant not later than 30 days of the date of invoice.

8. Performance Assessment

If the work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable and if the delay is beyond 2 weeks then the Client may rescind the Contract and shall be free to get it done from other empanelled Consultants at the risk and costs of the appointed Consultant, then a penalty of 1% of the Contract value per week (subject to maximum of 20%) may be imposed by the Client.





SECTION IV: PROPOSALS - FORMATS

FORM F-1

COVERING LETTER FOR SUBMISSION OF PROPOSAL

| | Date |
|--|------|
| То | |
| The General Manager | |
| Human Resource Vertical, | |
| Small Industries Development Bank of India | |
| Swavalamban Bhavan . | |
| C-11, G Block, | |
| Bandra Kurla Complex, | |
| Bandra East | |
| Mumbai - 400 051 | |
| Maharashtra, India | |
| Dear Sir. | |

Subject: Proposal dated MM, DD, YYYY for _____ in Small Industries Development Bank of India

Having examined the proposal Document, we, the undersigned, offer to provide all the services mentioned in the 'Proposal' and the other Proposal Documents.

We attach hereto the Technical & Financial Response as required by the Proposal document, which constitutes our proposal.

We agree to abide by this Proposal response for a period of **30 days** from the last day of proposal submission and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Proposal Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Proposal Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the Proposal Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".



LOI FOR SUBMISSION OF TECHNO COMMERCIAL PROPOSAL FOR ENGAGEMENT OF SPECIALISTS ON CONTRACTUAL BASIS FOR THE BANK

| Dated this2021 | | | | |
|---|----------------------------|--|--|--|
| (Signature) | (In the capacity of) | | | |
| Duly authorised to sign the Proposal Resp | onse for and on behalf of: | | | |
| | | | | |
| (Name and address of Consultant) | | | | |
| Seal/Stamp of applicant | | | | |
| Witness name: | | | | |
| | | | | |
| Witness address: | | | | |
| | | | | |
| | | | | |
| Witness signature: | | | | |
| | | | | |



LOI FOR SUBMISSION OF TECHNO COMMERCIAL PROPOSAL FOR ENGAGEMENT OF SPECIALISTS ON CONTRACTUAL BASIS FOR THE BANK

FORM F -2

FORM OF SUBMISSION OF TECHNICAL PROPOSAL ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED

- 1. Brief description of the Firm/Organization
- 2. Outline of the recent experience on assignments of similar nature (along with supporting documents):

| SI. No | Name of assignment | Name of project | Client | Cost of assignment | Date of commencement | Date of completion | Was assignment satisfactorily completed |
|-----------|--------------------|-----------------------|--------|--------------------|----------------------|--------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |



Form 3 Proposed list of Key Personnel and Team Details

| S.No. | Name | Age | Experience relevant to RfP | Proposed Role in the Team |
|-------|------|-----|----------------------------|---------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

| Profile of Proposed Team Leader and other Senior Team | | | | |
|---|--|--|--|--|
| Name | | | | |
| Present Designation | | | | |
| Qualifications | | | | |
| Total Work experience | | | | |

A list of key personnel to be deployed for the project to be furnished with details as per the table above.

The Bank shall reserve the right to seek the change of resource personnel in case on need.

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

| Signature of the Authorized Signatory |
|---------------------------------------|
| Name: |
| Designation: |
| Date: |

Seal of Bidder:



Form 4

FORM OF SUBMISSION OF FINANCIAL PROPOSAL

| From: (Name/address of Consultant) |
|--|
| To: (Name/address of Client) |
| Dear Sir, |
| Hiring of Consultancy Services for Recruitment of IT Staff for The Bank |
| Reference: Proposal No. Your letter dated |
| We herewith enclose Proposal for the above assignment. We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988" |
| Yours faithfully, |
| Signature: |
| (Authorized representative) |
| COST OF SERVICES |

For providing assistance for RECRUITMENT OF SPECIALIST STAFF FOR THE BANK (total charges in lump sum rupees)**

| | S.No. | Name of the Post | Quoted Price in ` | Quoted Price in Words |
|---|-------|--------------------------------|-------------------|-----------------------|
| ſ | 1 | Chief Technology Officer (CTO) | | |
| Ī | 2 | Chief Technical Advisor (CTA) | | |
| ſ | 3 | DevOps Lead | | |
| Ī | • | Grand Total | | |

^{**}The quoted price should include all expenses for travel, local transportation, per diem, communications, report preparation costs, any taxes, levies and duties and other costs as may be necessary for the satisfactory implementation of the assignment.