



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

भर्ती सेवाओं के लिए मानव संसाधन परामर्शदाताओं का सूचीबद्धिकरण

Empanelment of HR Consultants for Recruitment Services

भारतीय लघु उद्योग विकास बैंक
स्वावलंबन भवन, सी-11, ब्लॉक जी,
बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा(पूर्व),
मुंबई - 400051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
Swavalamban Bhawan, C-11, Block G,
Bandra Kurla Complex, Bandra East,
Mumbai - 400051

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(निविदासं: T001222800/2021/BYO/HRV दिनांक 08/01/2021)

(RfE No : T001222800/2021/BYO/HRV dated 08/01/2021)

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Important Information / महत्वपूर्ण सूचना

(RfE No: T001222800/2021/BYO/HRV dated January 08, 2021)

1.	Name of the Company	Small Industries Development Bank of India (hereinafter referred to as "SIDBI" or "the Bank")
2	Address for Communication	The General Manager Small Industries Development Bank of India, Human Resources Vertical, Swavalamban Bhawan, Bandra Kurla Complex, Bandra East, Mumbai – 400051 www.sidbi.in
	Website of SIDBI	www.sidbi.in

	गतिविधि / Activity	दिनांक, समय और स्थान / Date, Time & Place
3	Date of Issuance of RfE	January 08, 2021
4	Pre-Proposal Meeting	January 12, 2021 at 03.00 p.m. SIDBI, Swavalamban Bhawan, Bandra Kurla Complex, Bandra East, Mumbai – 400051
5	Last date for written request for any clarifications	January 13, 2021 at 5.00 p.m.
6	Last Date for submission of proposals	January 29, 2021 at 03.00 p.m. SIDBI, Swavalamban Bhawan, Bandra Kurla Complex, Bandra East, Mumbai – 400051
7	Opening of Proposals	January 29, 2021 at 04.00 p.m. SIDBI, Swavalamban Bhawan, Bandra Kurla Complex, Bandra East, Mumbai – 400051
8	Discussion / Presentation of eligible respondents with the selection committee	Tentative date February 01-03, 2021 at 11.00 a.m.
9	Independent External Monitor (IEM) appointed by the CVC	Shri. Nageshwra Rao Koripally, IRS (Retd.) 38, The Trails, Manikonda, RR District, Hyderabad-500089 [E-mail: knageshwarrao@gmail.com] Mob No: 9788919555

Note:

- SIDBI reserves the right to change/extend the dates without assigning any reasons thereof. Intimation of the same shall be notified on SIDBI's website
- This proposal document is not transferable.
- If a holiday is declared on the dates mentioned above, the proposals shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
- SIDBI also reserves the sole right for carrying out any amendments/modifications / changes including any addendum to this RfE. Such amendments / modifications / changes including any addendum to this RfE shall be notified on SIDBI's website www.sidbi.in and these will be binding on the respondents.
- Those agencies/consultants which are already empanelled with SIDBI, may also apply for fresh empanelment or else may continue existing empanelment till its expiry.***

1. प्रस्ताव जमा करने की शर्तें / Terms of RfE Response

- 1.1. This Request for Empanelment (RfE) document has been prepared solely to inform potential respondents and to solicit proposals for *empanelment of one or more Consultants for facilitating hiring of specialized/general manpower on regular/contract basis as and when required* on turnkey basis, either in full or for specific assignment (s). The RfE document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Respondent as identified by SIDBI after completion of the selection process as detailed in Section 6 of this document.
- 1.2. SIDBI will release the Expression of Interest (Eoi)/ Letter for Invitation (Lol)/ Terms of Reference (ToR)/ Request for Proposal (RfP) to the empanelled respondents only for specific scope of work as and when required as outlined in the RfE document.
- 1.3. While this document has been prepared in good faith, neither SIDBI nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- 1.4. This document is meant to provide information only and upon the express understanding that the recipients / respondents will use it only for the purpose set out herein.
- 1.5. The consultancy firm / respondents shall bear all costs associated with the preparation and submission of the proposal including but not limited to additional information required by SIDBI, attendance of meeting etc. and SIDBI will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 1.6. The consultancy firm / respondents must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfE document and the meaning and impact to that information.
- 1.7. This document constitutes no form of commitment on the part of SIDBI. Each consultancy firm / respondent acknowledges and accepts that SIDBI may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organisations, not limited to those selection criteria set out in this RfE document. The issuance of RfE 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 material for any investigation or review to be carried out by the consultancy firm / respondents. The consultancy firm/ respondents unconditionally acknowledge by submitting its

response to this RfE document that they have not relied on any idea, information, statement, representation or warrant given in this RfE document

- 1.8.** SIDBI reserves the right to reject any or all the proposals without assigning any reasons thereof without thereby incurring any liability to the consultants / respondents or any obligation to inform the affected consultants / respondents on the grounds for SIDBI's action or without assigning any reasons, whatsoever. The decision of SIDBI shall be final, conclusive and binding on all the Respondents/parties directly or indirectly connected with the proposed process and the same shall not be questioned / challenged
- 1.9.** SIDBI may be notified of any omission / discrepancy in the RfE before the closure of proposal. If required, SIDBI may thereafter modify the RfE. The modified RfE would be hosted on SIDBI's website.
- 1.10.** SIDBI reserves the sole right to cancel the RfE at any stage without assigning any reason.
- 1.11.** Before submitting the Proposal, the consultancy firm/ respondents are requested to carefully examine the Proposal Documents, Terms & Conditions of RfE, Specifications and if there is or appears to be any ambiguity therein; they should immediately refer the matter to SIDBI, for clarification.
- 1.12.** Any Proposals received by SIDBI after the deadline for submission of proposal prescribed by SIDBI will be summarily rejected and returned unopened to the consultancy firm/ Respondents. SIDBI shall not be responsible for any delay or non-receipt/ non-delivery of the documents.
- 1.13.** From the time the proposals are opened, respondents should not contact SIDBI or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the proposals.
- 1.14.** All submissions, including any accompanying documents, will become the property of SIDBI. The respondent shall be deemed to have licensed, and granted all rights to SIDBI to reproduce the whole or any portion of their submission for evaluation, to disclose the contents of the submission to other respondents and to disclose and/or use the contents of the submission as the basis for any resulting RfE process, notwithstanding any copyright or other intellectual property right of the recipient / respondent in the submission or accompanying documents.
- 1.15.** In submitting a proposal, Consultant understands that SIDBI will determine at its sole discretion which proposal, if any, is accepted. Consultant waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the

selection. SIDBI reserves the right to empanel any Consultant(s) whose proposal is deemed to be advantageous in meeting the specifications of the RfE.

- 1.16. Communication on the RfE:** Recipients are required to direct all communications for any clarification related to this RfE, to the RfE Coordinator mentioned below:

Human resources Vertical, hrv_rfe@sidbi.in

Shri Pradyumna Kumar Choudhury, DGM, 022-67221331

Shri Gautam Kumar, AGM, 022-67531338

Shri Ranjeet Singh, Mgr., 022-67531268

All queries relating to the RfE, technical or otherwise, must be by email only and will be entertained by SIDBI only in respect of the queries received upto the date and time specified in the section 'Important Information for RfE'. SIDBI will respond to all the queries in the pre-proposal meeting.

SIDBI may, in its absolute discretion seek, but being under no obligation to do so, additional information or material from any respondents after the closure of RfE and all such information and material provided will be taken to form part of that respondent's response.

- 1.17. RfE Validity period:** RfE responses will remain valid and open for evaluation according to their terms for a period of at least 90 days from the RfE opening date. In exceptional circumstances, SIDBI may solicit the Respondent's consent to an extension period of validity without any modification in proposals.

2. पृष्ठभूमि / Background

2.1. The Organisation

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, is the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-Ordination of the functions of the institutions engaged in similar activities.

The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over time, aim to meet requirements of MSME sector which spans a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

Since its inception, SIDBI has been playing an active role in promoting MSME sector and provided direct and indirect support to entrepreneurs across the journey of setting up and scaling of their enterprises. SIDBI has promoted subsidiaries and associates (CGTMSE, SMERA, MUDRA, RXIL, SVCL, ISARC, and ISTSL amongst others) and have been playing a critical role in facilitating the development of the MSME ecosystem.

SIDBI provides its services through a network of offices located all over India. Detailed information on the functions of SIDBI is provided on the website www.sidbi.in.

2.2. Human Resources Vertical and Policy

The Bank has a well-defined Policy on recruitment which deals with all the matters related to recruitment in SIDBI across the Class / Grades / Streams of employees. The same also envisages reservation in recruitment as per the statutory provisions / Government of India (GoI) guidelines. Accordingly, the as per the Recruitment Policy, the recruitment philosophy of SIDBI is as follows-

Philosophy of recruitment

- (i) To align the manpower planning with the business plan of SIDBI and to also take care of the future skill set requirements based on business plan forecasts of SIDBI;

- (ii) To carry out recruitment and selection in an objective and transparent manner based on clearly defined and articulated standards/parameters and to be in compliance with the GoI directives / guidelines, wherever applicable;
- (iii) To build an employer brand that attracts the right talent and provides the impetus for career growth.
- (iv) To adhere to the guidelines issued by GoI from time to time towards reservations for special categories like Scheduled Castes (SC)/Scheduled Tribes (ST), Other Backward Castes (OBC), Persons with Disabilities (PwD) and Ex-Servicemen.

2.3. Recruitment and Selection System

SIDBI's Staff is divided into three broad categories as under: -

- Class I** : Officers (divided in six Grades i.e., A, B, C, D, E & F)
- Class III** : Clerical Staff
- Class IV** : Subordinate Staff

Being an officer-oriented institution, most of the recruitment is done in Class I and is generally made at the base level posts i.e. Grade 'A'. However, depending upon the business needs and to bridge the skill set deficit, wherever necessary, suitably qualified candidates having banking / financial services experience in select specialized areas of relevance to SIDBI can also be recruited at suitable levels from the open market on regular / contract / deputation / retainership basis. Besides, Bank also engages specialists on short-term contract for various projects run in collaboration with international agencies viz. World Bank, ADB, KfW, DFID, JICA etc. The selection process is decided by SIDBI as per the requirement.

3. सूचीबद्धिकरण की शर्तें / Terms of Empanelment

3.1. Scope of Work for Consultant(s)

The purpose of this RfE is to invite proposals for empanelment of one or more Recruitment Services Consultants to advise/ provide consultancy to SIDBI about various aspects relating to recruitment at various levels in general or specialised areas on regular / contract deputation / retainership basis. The scope of such work may include, but not limited to, following aspects:

- a. Managing the recruitment process in full 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. Sourcing the post, collection and scrutiny of application and identification of suitable candidates, application handling and storage, screening, Tests / Interviews exercise, CTC Negotiations, Performance matrix etc. (*Note - Advertising for the post/position/vacancy shall be done by the Bank only*).
- e. Tasks related to on-boarding of such candidates including handing references, clearances and professional background checks and criminal records etc.
- f. Engagement of candidates having specialised skills on retainership basis for shorter period on turnkey basis.
- g. Any other specific job or recruitment related services as required by SIDBI.

3.2. Methodology for Assignment to Empanelled Consultants

The scope identified above is indicative only. The nature, quantum and scope of work for specific recruitment projects will evolve depending upon the requirements of SIDBI or its associates/subsidiaries. As and when specific tasks for consultancy services are identified in SIDBI and/or its associates/subsidiaries, the empanelled consultant firms shall be asked to submit their Proposals. **The Consultants, to work with SIDBI on a specific project, will be selected after an evaluation of the proposals received pursuant to such an EoI/ToR/Lol/RfP for specific assignments.**

3.3. Tenure & Termination

The Consultant will be empanelled for a period of 36 months from the date of empanelment. However, this would be subject to satisfactory performance during periodic reviews which would be solely adjudged by SIDBI. In case the performance of the consultant is deemed unsatisfactory, the empanelment will be terminated.

Further, SIDBI, at its discretion, may extend the empanelment of Consultants for a further period of not exceeding 12 months on the same terms and conditions.

3.4. Subcontracting

The services offered to be undertaken in response to this RfE shall be provided by the Consultant directly employing their employees, and there shall not be any subcontracting done by the Consultant unless SIDBI specifically consents to it in writing.

Without prior written approval of SIDBI, the Consultant shall neither use SIDBI's name, nor place advertisements regarding recruitment on behalf of SIDBI in the print or electronic media or in any other manner whatsoever.

3.5. Substitution of Programme Team Members

The empanelled Consultant (s) is expected to deploy appropriate quality and number of resources for providing services to SIDBI. The strength and quality of team will be specifically evaluated during the evaluation for each assignment. Any substitution or change in the team members shall be done with the prior permission of SIDBI and the Consultant shall be required to provide suitable alternatives agreeable to SIDBI at its own cost.

3.6. Confidentiality

This document contains information confidential and proprietary to SIDBI. Additionally, the empanelled consultants shall be exposed by virtue of the contracted activities to the internal business information of SIDBI. Disclosures of receipt of this RfE or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the consultants, premature termination of the empanelment, and / or legal action against the consultants for breach of trust.

Empanelled Consultant(s) shall have to sign a legal non-disclosure agreement with SIDBI before starting any project.

The Consultant (s) (and its employees) shall not, unless SIDBI gives permission in writing, disclose any part or whole of this RfE document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by SIDBI (including the users), in connection therewith to any person other than a person employed by the respondent in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the respondent shall maintain strict confidentiality.

The Consultant(s), its employees and agents shall not, without prior written consent from SIDBI, make any use of any document or information given by SIDBI or its Authorized personnel, except for purposes of performing the contract award. In case of breach, SIDBI shall take such legal action as it may be advised. The Consultants has to maintain confidentiality even after completion/ termination of the empanelment.

3.7. Single Point of Contact

The Respondent selected for empanelment should have a local office in India, preferable in Mumbai and has to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no.etc.

3.8. Authorised Signatory

The selected Consultant (s) shall indicate the authorized signatories who can discuss and correspond with SIDBI, with regard to the obligations under the process. The selected Consultant (s) shall submit at the time of submitting the proposal, a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with SIDBI. The Consultant (s) shall furnish proof of signature identification for above purposes as required by SIDBI.

3.9. Publicity

Any publicity by the Consultant (s) in which the name of SIDBI is to be used should be done only with the explicit prior written permission of SIDBI.

3.10. Expenses

SIDBI shall not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the fees as per the final price of the successful Consultant mentioned in the commercial proposal stage of any intervention. The commercial proposals will be invited at the Request for Proposal (RfP) stage as and when SIDBI decides to engage consultant for a specific assignment.

3.11. Adherence to Standards

The respondent should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. It should also ensure that it has complied with all required legal compliances and it also has the necessary permission and licenses to do the job as consultant.

The Consultant(s) will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of contract if discrepancies/ violations are observed. SIDBI reserves the right to ascertain information from the other institutions to which the respondents have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of respondent selection and any strong adverse comment/action about product or service would make the respondent ineligible for further assessment/processing.

3.12. Professionalism

The empanelled Consultant (s) should provide professional, objective and impartial advice at all times and hold SIDBI's interests paramount and should observe the highest standard of ethics while executing the assignment. It should strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

3.13. Statutory authority obligations, notices, fees & charges

The Consultant shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or byelaw of any relevant authority which has any jurisdiction with regard to the assignment.

The empanelled Consultant (s) would comply with all Applicable Laws as they relate to its performance under this RfE. This RfE shall be governed, interpreted by and construed in accordance with the laws of India.

3.14. Assignment

Neither the empanelment nor any rights granted under the empanelment shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the empanelled consultant, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the prior written consent of SIDBI.

If an empanelled consultant undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. the service level agreement executed with the consultant after award of purchase order shall be considered to be assigned to the new entity and such an act shall not affect the rights of SIDBI under the executed service level agreement.

3.15. Dispute Resolution

SIDBI and the empanelled Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the

empanelment. If after 30 days from the commencement of such informal negotiations, SIDBI and the Consultant have been unable to resolve amicably an empanelment dispute; either party may require that the dispute be referred for resolution by formal arbitration. All questions, disputes or differences arising under and out of, or in connection with the empanelment, shall be referred to sole Arbitrator appointed by SIDBI and the award of the arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be at Lucknow/Mumbai only. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.

3.16. Indemnity

The selected Respondent shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- The Bank's authorized/ bona fide use of the deliverables and /or the Services provided by the selected Bidder under this RfE; and/or
- an act or omission of the selected Respondent and/or its employees, in performance of the obligations under this RfE; and/or
- claims made by employees who are deployed by the selected Respondent, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non- provision of statutory benefits by the selected Respondent to its employees
- breach of any of the term of this RfE or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Respondent under this RfE; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the selected Respondent contained in this RfE; and/ or
- Negligence or gross misconduct attributable to the selected respondent or its employees.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RfE and subsequent agreement by the selected Respondent.

3.17. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that selected Respondents/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Advisory Firms (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the selected Respondent recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

3.18. Violation of Terms

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Respondent from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RfE. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

3.19. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at Mumbai only.

4. चयन की प्रक्रिया / Process of Selection

4.1. Pre-qualification

- This enquiry is in the nature of Request for Empanelment (RfE) intended to result in the selection of a panel of Consultants. SIDBI intends to empanel firms who have an established track record of providing all of the services relating to recruitment / hiring of manpower and as defined in the Scope of Work as at SI.No.3.1 . The responses received pursuant to this RfE will be evaluated as per the criteria specified in this document and the qualified Consultants will be placed in the panel of Consultants.
- Consultancy firms and companies satisfying the Pre-qualification criteria to apply for empanelment are eligible and invited to submit Proposal for RfE as per **Annexure I**, along with supporting documents related to Pre-Qualification Criteria, and Undertaking as per **Annexure II**.
- A list of the Pre-Qualification Criteria are given in table below:-

Sr. No.	Details	Supporting Documents to be submitted
1	The Respondent should have been in operations in India at least since April 01, 2015 with the ability to service the client across India and should have an office in Mumbai Metropolitan Region. The Respondent should be a Government Organisation/ Public Sector Undertaking/ Public Limited Company / Private Limited Company/ Limited Liability Partnership/ Partnership Firm. It should be registered or incorporated in India. It should not be an Individual / Proprietary Firm / HUF etc. ^	Certificate of Incorporation / Constitutional Documents
2	The Respondent must have experience in providing recruitment services during the last 3 years to Indian Public Sector Banks/ Public Sector Enterprises/Departments of Central Govt/State Govt/ Private Sector Banks/ Foreign Banks / Financial Institutions / NBFCs/ Insurance Companies/ Small Finance Banks.	Relevant details of the engagement for past 3 years with Client Certificate & copy of work. (Annexure III). Pls note - The completion letters/ reference letters obtained earlier in any format may be submitted in lieu of format in Annexure III, provided it is on letter head of Client and contains all required information as per Annexure III.
3	The Applicant should have an average annual turnover of at least `5.00 Crore during the previous -3- financial years from its Indian Operations.	Certified copies of audited Balance Sheet & Profit & Loss Account <u>OR</u> Certificate from auditors certifying the average positive Profit Before Tax for the last three consecutive years.
4	The Respondent should have average positive profit in the last 3 consecutive financial years (2017-18, 2018-19 and 2019-20). The	

Sr. No.	Details	Supporting Documents to be submitted
	profitability at Profit Before Tax levels would be considered for evaluation.	
5	The Respondent should not be owned or controlled by any Director or Employee of SIDBI (or their Relatives)	Self-Declaration by the Respondent on Company's letter head <i>(Annexure IV)</i>
6	The Respondent should not have been penalised or found guilty in any court of law and the consultant shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation since April 2016 to till the date of submission of the Proposal, that may have impact or compromise the delivery of services required.	Self- Certification by the Respondent on Company's letter head to be provided. However, SIDBI would have the right to independently verify the same. <i>(Annexure V)</i>
7	The company / firm has not defaulted to any Bank within the jurisdiction of India	CIBIL report of the company / firm. A certificate that the company / firm has not defaulted to any Bank from Statutory auditor may be provided. Empanelment, if done, will be subject to submission of the satisfactory CIBIL report. If the Company/Organization have not borrowed any money from any institution, a statutory auditor's certificate will suffice.

Note:

- a. ^ Government-owned and semi-government enterprises may participate, only if they are legally and financially autonomous.
 - b. The parent company of any subsidiary company which is seeking qualification on the financial strength of its parent, would have to-
 - i. provide all the details/documents regarding itself as indicated in the list of the Pre-Qualification Criteria above.
 - ii. give a written undertaking that it would bear all financial or contractual liabilities of the subsidiary with regards to this RfE.
 - iii. give a written undertaking that its technical capabilities/ resources would be available to the subsidiary company as and when required by SIDBI.
- All responses shall be evaluated to validate compliance of the respondents according to the eligibility criteria as mentioned above as per format and supporting documents mentioned against each clause.
 - Bank reserves the right to enhance any of the eligibility criteria to arrive at a ranking of applicants as per these criteria to restrict the number of consultants.

Note:

- a. Cut-off date for the eligibility criteria mentioned at clause 4.1 to be taken as **December 31, 2020** unless otherwise specified.
- b. Documentary evidence must be submitted for each criterion.
- c. Banks refer to Banks in India only and exclude RRBs and Cooperative Banks.
- d. NBFC refer to companies registered under the Companies Act, 1956 in India engaged in the business of loans and advances,

- e. Insurance companies refer to “Indian insurance company” which is formed and registered under the Companies Act, 1956 (1 of 1956) and whose sole purpose is to carry on life insurance business or general insurance business or re-insurance business.
- f. Small Finance Bank refers to company registered as a public limited company first under the provisions of Companies Act, 2013 and licensed under section 22 of the Banking Regulations Act, 1949.
- g. Completion Letter/ Reference Letter (Format given in Annexure III) from relevant Senior Executive of the client to be attached for each engagement reference mentioned.

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

Sr. No.	Document Required
i)	Ownership and nature of entity (public, partnership, subsidiary etc) details
ii)	Income Tax returns for past three years.
iii)	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the respondent.
iv)	Proof of address of Registered office.
v)	Service Tax Registration Certificate / GST Registration Certificate

- ✓ SIDBI reserves the right to ask for additional / alternate documents from the respondent.
- ✓ Non - submission of any of the specified documents by the respondent would result in rejection of the proposal.

4.2. Disqualification:

- a) SIDBI may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Respondent, if the Respondent has:
 - b) Submitted the Proposal documents after the response deadline;
 - c) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
 - d) 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;
 - e) Submitted a proposal that is not accompanied by required documentation or is non-responsive or incomplete;
 - f) Failed to provide clarifications related thereto, when sought;
 - g) Submitted more than one Proposal;

- h) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted;
- i) Submitted a proposal with price adjustment/variation provision.

4.3. Liability to furnish the Information

The Respondent is expected to examine all the instructions, guidelines, terms and conditions and formats in the RfE. Failure to furnish all the necessary information as required by the RfE on submission of a proposal not substantially responsive to all the aspects of the RfE shall be at Respondent's own risk and may be liable for rejection.

4.4. Adherence to terms and conditions

Respondents who wish to submit their responses to this RfE should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RfE. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

5. प्रस्ताव प्रस्तुती / Submission of Proposals

5.1. The response to the RfE:

The response to the RfE should be submitted in sealed envelopes giving full particulars in the manner specified in the points below. The envelope should reach on or before the timeline mentioned in the Important Information for RfE given at beginning of this RfE at page no 3.

5.2. RfE response documents:

- The Respondents should submit 2 printed copies of the proposal and a non-rewritable CD / pen drive as a single file in PDF format containing the Proposal along with all annexes and forms/letters.
- All pages of the proposal must be sequentially numbered and shall be initialed by the Authorized Representative of the Respondent.
- The proposal should not contain any pricing information whatsoever on the services offered.
- The RfE document should be submitted to the Bank in duplicate i.e. two sets of envelopes (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/ DUPLICATE as applicable in each envelope set. In case of any discrepancy, the ORIGINAL will be treated as the final for the purpose of evaluation of the Technical Proposal.
- The Respondent shall seal the Proposal in one outer and two inner envelopes.
- The outer envelope shall be addressed to
**The General Manager
Small Industries Development Bank of India,
Swavalamban Bhawan,
Bandra Kurla Complex, Bandra East,
Mumbai – 400051**

Marked clearly: Proposal for – **“Empanelment of HR Consultants for Recruitment Services”**

- An inner envelope shall contain the non-rewritable CD / pen drive with the soft copy of the proposal in the pdf format
- The e-mail address and phone/fax numbers of the Respondent should also be indicated on the sealed envelope and the Proposal.
- The proposal should be prepared in English in MSWord / Excel/ PDF format. All correspondence will be in English. All forms may please be filled in Arial 12 Font in double spacing format. The Proposal shall be typed in indelible ink and shall be signed by the Respondent or a person or persons duly authorized by the respondent to bind the respondent to the process. The person or persons signing the Proposals shall initial all pages of the Proposals. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Proposals.

SIDBI reserves the right to reject the Proposals not conforming to the above.

- The Respondent shall submit the Proposal properly in a file ensuring that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as "Page #".
- It should be noted that in case of any discrepancy in information submitted by the Respondent in hard-copy and soft-copy, the hard-copy will be given precedence.
- Only one submission of the RfE response by each respondent will be permitted. In case of multiple submissions by the respondent, the first submission made will be given precedence.
- Submission by Fax transmission or emails is not allowed and will be considered invalid.

5.3. Rules for responding to this RfE

- i. The Respondents should use the formats prescribed by SIDBI in submission of the RfE Response.
- ii. All responses received after the due date/ time as per schedule mentioned in the 'Important Information for RfE' given in the beginning of the RfE would be considered late and would be liable to be rejected.
- iii. Documents not required as part of the RfE should not be provided.
- iv. Unsigned responses would be treated as incomplete and are liable to be rejected. The proposals once submitted cannot be withdrawn/ modified after the last date for submission of the proposals unless specifically permitted by SIDBI.
- v. SIDBI reserves the right to not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- vi. Respondents at no point in time can excuse themselves from any claims by SIDBI whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RfE circulated by SIDBI. Respondents shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RfE.
- vii. If related parties (as defined below) submit more than one Proposal then both/all Proposals submitted by related parties are liable to be rejected at any stage at SIDBI's discretion:
 - a. Proposals submitted by the holding company and its subsidiary.
 - b. Proposals submitted by one or more companies having common director/s.
 - c. Proposals submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
 - d. Proposals submitted by one or more companies in the same group of promoters/ management.

e. Any other proposal in the sole discretion of SIDBI is in the nature of multiple proposals.

6. प्रस्तावों का मूल्यांकन / Evaluation of Proposals

6.1. Opening of Proposals

The proposals received within the prescribed date and time will be opened as per schedule mentioned in the 'Important Information for RfE' given in the beginning of the RfE. During the opening of the proposals, the Respondents can depute an authorized representative (only one) to attend the proposal opening process. No separate information will be given in this regard to the respondents for deputing their representatives. The representative has to submit an authority letter duly signed by the Consultancy firm, authorizing him to represent and attend the Proposal opening on behalf of Consultancy firm. The authorised representative, having photo identification, shall sign a register of attendance. However, proposals would be opened even in the absence of any or all representatives of the respondents.

6.2. Evaluation Committee

The proposals will be evaluated by Bank's Evaluation Committee based on the proposal submitted by the Respondents. The evaluation committee shall evaluate the responses to the RfE and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence would lead to rejection of the proposal

The decision of the Evaluation Committee in the evaluation of responses to the RfE shall be final.

6.3. Preliminary Scrutiny

Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Proposals are complete, whether the documents have been properly signed, whether any computational errors have been made, and whether the Proposals are generally in order. Proposals not conforming to such preliminary requirements will be *prima facie* rejected.

6.4. Conformance to eligibility criteria:

Proposals conforming to preliminary scrutiny requirements will be checked by a Committee for conformance with the eligibility criteria stated in the Chapter 4. Non-conforming Proposals will be rejected. Subject to the result of reference checks being satisfactory, it is the intent of SIDBI to empanel the Respondent(s).

6.5. Notification of Outcome

Bank will notify the Respondents who have been empanelled either in writing or by email as soon as practicable. Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of SIDBI shall be final, conclusive and binding on all the Respondents/parties directly or indirectly connected with the RfE process and the same shall not be questioned / challenged.

7. तकनीकी मूल्यांकन / Technical Evaluation:

The Proposals meeting all the pre-qualification criteria will then be assessed and scored against the evaluation criteria as follows-

Sr. No.	Criteria	Marks
1	Experience of the Consultant in the line of business of providing end-to-end recruitment services in Top, Senior, Middle Management and base positions in the financial services sector -	
	(i) Recruitment in top management positions in organisations indicated in prequalification criteria. (No. of Positions)	>5 = 10 Marks 1 to 5 = 2 Mark (per Position)
	(ii) Recruitment in Senior management positions in organisations indicated in prequalification criteria. (No. of Positions)	>10 = 10 Marks 1 to 10 = 1 Mark (per Position)
	(iii) Recruitment in Middle/Base level positions in organisations indicated in prequalification criteria. (No. of Positions)	>50 = 25 Marks 25 to 50 = 20 Marks 10 to 25 = 15 Marks Less than 10 = Nil
2	No. of Clients- PSU Bank/ Public Sector Undertaking Other than Bank Private Sector Bank/ FIs/ Insurance Companies	>10 = 20 Marks 5 to 10 = 15 Marks Less than 5 = 10 Marks
3	Number of full time Recruitment Consultant/Experts with more than 5 Years of Experience	>15 = 15 Marks 5 to 15 = 10 Marks Less than 5 = 05 Marks
5	Technical Presentation (including Recruitment Approach & Methodology, Database of Individuals / Compensation etc)	20 Marks
Total		100 Marks

- The Firms/Consultants scoring **65 or above** in the technical evaluation shall be empanelled. In case of need, Bank reserves the right to lower the cut-off marks to **55**.
- SIDBI also reserves the right to empanel all the firms without subjecting them for technical evaluation.
- Here No. of positions implies those where recruitment closed in last 5 years.

Annexure – I: Proposal Format

(To be submitted on Respondents company letter head)

Date

- A. Name
- B. Contact
 - a. Address
 - b. Telephone Number
 - c. Fax
 - d. Mobile
 - e. Email
 - f. Website
- D. Locations and Addresses of office
 - a. Indian
 - b. Overseas
- E. Turnover (wherever it is applicable)
 - a. Financial Turnover- 2017-18, 2018-19, 2019-20
 - b. Recruitment related Turnover- 2017-18, 2018-19, 2019-20
 - c. Net worth of the Company as on 31st March 2020
 - d. Net profits reported for 2017-18, 2018-19, 2019-20
- F. Number of Professionals in the Organization
 - a. Management
 - b. Recruitment Consulting
 - c. Others
- G. Details of Authorized Person
- H. Legal Status
- I. Recruitment Consultancy Projects Experience (use tabular form)
 - a. Name of Organization
 - b. Address
 - c. Contact Person
 - d. Project name and scope
 - e. Duration of Assignment-Start date /End date
 - f. Order value of the project

Annexure – II: Undertaking regarding agreement of all terms of RfE

(To be submitted on Respondent's letter head)

Date:

To,

The General Manager

Small Industries Development Bank of India,
HR Vertical,
Swavalamban Bhawan,
Bandra Kurla Complex, Bandra East,
Mumbai – 400051

Dear Sir,

- 1) Having examined the RfE including all Annexes and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned qualify under the minimum eligibility criteria and offer to provide, deliver, implement and commission ALL the items mentioned in the "Request for Empanelment" and the other schedules of requirements and services for SIDBI in conformity with this RfE.

Sr No	Particulars	Details
1.	Name of Consultancy	
2.	Registered Address	
3.	Website address	
4.	Nature of entity (partnership/ private/ public etc)	
5.	Name of Partners / Directors	
6.	Date of Incorporation	
7.	Details of authorized contact person	
	Name	
	Designation	
	Telephone nos	
	Mobile no	
	Email Address	
	Fax no	

- 2) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RfE on our own and not through any associate.
- 3) We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RfE.
- 4) We confirm that any subcontracting shall not be done without prior approval, in writing, from SIDBI, to obtain which proper reasons thereof shall be suitably provided. In all such cases, rights to the acceptance of reasons/ prior approval/ decision to award the work shall be with SIDBI and binding on us.

- 5) We hereby certify that we have provided all the information requested by SIDBI in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct or in a different format, SIDBI shall have the absolute right to take any action as deemed fit without any prior intimation to us.
- 5) We agree to abide by the terms of this RfE from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- 6) If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised as and when assigned in the RfE/RfP; comply with the delivery schedule as mentioned in the RfE/RfP and agree to abide by the General Terms and Conditions.
- 7) We agree to abide by this Proposal for 90 days from the date of the Proposal opening and our Offer shall remain binding on us and may be accepted by SIDBI any time before expiry of the offer.
- 8) Unless and until a formal Agreement is prepared and executed, this RfE together with our written acceptance thereof shall constitute binding Terms and Conditions between SIDBI and us
- 9) We understand that the RfE does not commit SIDBI to reimburse the Respondents for any costs incurred in submission of this proposal. All statements in RfE and any pre-proposal negotiations, understandings and agreements resulting from RfE are preliminary; consequently, SIDBI has no obligation to us until a written contract is executed.
- 10) We agree that SIDBI is not bound to accept any Proposal SIDBI may receive.
- 11) We understand that SIDBI has the right, without assigning reasons thereof, to
 - a. Reject, amend, and modify any condition contained in the RfE
 - b. Terminate this RfE
 - c. Negotiate with one or more Respondents
 - d. Not award the assignment to any of the Respondents and / or recommence the entire process.
 - e. Empanel one or more Respondents for any reasons whatsoever.
 - f. Modify the requirements and terms of this RfE and request revised proposals from some or all of the Respondents.

Signature of Authorised Person of respondent
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Full Name & Designation of Authorised Person	Date:
--	-------

Seal of Respondent

Annexure – III : Format for Relevant Engagements

Please use the format below to provide information for which your firm was contracted for carrying out Board Evaluation related assignment(s)-

(Use separate sheet for each client)

Name of the Client	
Description of the assignment	
Duration of the assignment (in months) as per agreement:	
Start Date	
End Date	
Duration of all the consulting assignments for the client (in Months):	
Number of professional staff Provided for the consulting Assignments for the client	
Terms of Reference	
Impact achieved	
Contact Details of senior Executive of the Client (Name, Contact Number, email id)	

(Client Certificate & copy of work order may please be attached in support of the above)

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Respondent:

**Annexure - IV: Declaration: No Ownership or Control of SIDBI
Directors/ Employees (or relatives)**

(On letterhead of the respondent duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that _____(Name of respondent) is not a related party to SIDBI as per the provisions of Companies Act 2013, as amended from time to time.

Name:

Designation:

Date:

Annexure – V: Not penalized or Found Guilty in any Court of Law

(On letterhead of the respondent duly stamped and signed)

DECLARATION-CUM-CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN

This is to certify that the consulting firm/company has not been penalized or found guilty in any court of Law and the firm/company has not been blacklisted / debarred by any Central Government Ministry / Bank / RBI/ IBA / any regulatory authority since **April 2016** till the date of submission of the Proposal

Further, this is to certify that _____does not have any legal, civil, criminal, taxation and other cases pending against _____that may have any impact affecting or compromising the delivery of services required.

Name:

Designation:

Date:

Annexure VI: Conformity Letter

To,

The General Manager

Small Industries Development Bank of India,
HR Vertical,
Swavalamban Bhawan,
Bandra Kurla Complex, Bandra East,
Mumbai – 400051

Dear Sir,

**Sub: RfE for Empanelment of HR Consultants
for Recruitment Services**

Further to our proposal dated, in response to the Request for Empanelment (Bank's tender No. hereinafter referred to as "RfE) issued by SIDBI ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RfE and the related addendums and other documents including the changes made to the original RfEs issued by the Bank shall form a valid and binding part of the aforesaid RfE document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Respondent:

Annexure VII: Conformity with Hardcopy Letter

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

Date:

To,

The General Manager

Small Industries Development Bank of India,

HR Vertical,

Swavalamban Bhawan,

Bandra Kurla Complex, Bandra East,

Mumbai – 400051

Dear Sir,

**Sub: RfE for Empanelment of HR Consultants
for Recruitment Services**

Further to our proposal dated, in response to the Request for Empanelment (Bank's tender No. hereinafter referred to as "RfE") issued by SIDBI ("Bank") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RfE and the related addendums and other documents including the changes made to the original RfEs issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Respondent: