



Small Industries Development Bank of India

**LETTER OF INVITATION (LoI)
FOR SUBMISSION OF TECHNO COMMERCIAL PROPOSAL (TCP)
FOR APPOINTMENT OF CONSULTANT FOR REDESIGNING/
REVAMPING OF PERFORMANCE MANAGEMENT
SYSTEM (PMS) OF THE BANK**

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

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HRV./ _____ / 2017-18

December 03, 2018

LETTER OF INVITATION (LoI)

To,

Kind Attn. _____

Dear Sir / Madam

**Subject: LETTER OF INVITATION (LoI)
FOR SUBMISSION OF TECHNO COMMERCIAL PROPOSAL
FOR APPOINTMENT OF CONSULTANT
FOR REVAMPING/ REDISIGNING OF PMS OF THE BANK**

You are hereby invited to submit proposals required for the captioned consultancy 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 to develop, design and implement an Integrated Human Resource Framework for the Bank, and carrying out various new HR initiatives for implementation of the same as part of the overall project plan.

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 - Techno- Commercial Proposals (TCP) - 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 October 14, 2017 and addendum to RfE issued on November 02, 2017 as available on Client's website.

4. Pre-proposal meeting shall be held at **1500 hours** on **December 07, 2018** at the address mentioned at serial no. 9.

5. The proposals can be submitted up to **1500 hours** on **December 13, 2018** at the address mentioned at serial no. 9.

6. Opening of the Technical Proposal will take place at **1600 hours** on **December 13, 2018** at the address mentioned in serial no.9.
7. Discussion/presentation of eligible respondents with the selection Committee is tentatively scheduled at **1400 hours** on **December 17, 2018** at the address mentioned in serial no.9. (Date, time would be confirmed in due course.)
8. Opening of the Financial Proposal will take place at **1500 hours** on **December 19, 2018** at the address mentioned in serial no. 9.

9. Address for Communication

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

10. Contact Person

Mr. Pradyumna Kumar Choudhury
Dy. General Manager
Phone : +91-22-67531331
Email : pradyumna@sidbi.in

Ms Rashmi Ranjan
Assistant General Manager
Phone : +91-22-67531247
Email : rashmi@sidbi.in

The Client reserves the right to accept or reject any or all the Proposals in whole or part without assigning any reasons.

11. You are requested to hold your proposal valid for 30 days from the last date of submission without change in the personnel proposed for the assignment and 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).

12. In view of Bank's intent to go live with the PMS developed under the project from FY2020, time is of essence.

13. 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.

14. 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/-

(Pradyumna Kumar Choudhury)
Deputy General Manager

Dated: December 03, 2018

SECTION II: INSTRUCTIONS TO CONSULTANTS (ITC)

1. Terms of Reference (TOR)

The Bank intends to appoint a competent HR consultant to provide assistance for end- to- end revamping and redesigning Performance Management System (PMS) of the Bank. The Bank requests proposals from the empanelled HR consultants for assisting the Bank in the above redesigning. 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 Keeping in view the above, the following would be the broad scope of work for the successful Consultant:

Phase I: Re-designing PMS

- I. a Review Bank's current Performance Management Framework as well as competencies identified in each Grade;
- I. b Designing and establishing principles/values of PMS based on the pillar of meritocracy and in line with Bank's expectation;
- I. c Designing the suitable Performance Management philosophy and Policy along with its workflow, detailed process maps and Responsibility matrix (RASCI) for each phase like goal setting, feedback and half yearly/ annual review, performance calibration, Bell Curve Ratings, Potential Assessment; etc.
- I. d Design required tools, templates & forms for operationalization of the process.

Phase II: Leadership Scorecards & KPIs

- II. a Design and prepare the most appropriate Performance Scorecard (for example, Balance Scorecard) for all verticals and functions in the Bank;
- II. b. Design the measurable Key Performance Indicators (KPIs) for all roles at various grades in all Verticals , Regional Office and Branch Office for different streams;
- II. c. Cascading the KPIs of respective Verticals/ Offices in the Bank in alignment with the Bank's strategy, objectives, business deliverables and business plan of the Bank;
- II. d. Design the performance evaluation/measurement criteria and methodology including rating scales and guidelines for normalization with clear differentiation between a high performer and an average performer;

Phase III: Capability Building & Change Management

- III. a Identification of critical areas for Managerial Capability Building on the new PMS and skills required to execute the elements of the process;
- III. b Provide training for implementation of the PMS across the Bank to HR Staff.
- III. c Organise workshops for identified groups on the required Capability elements identified to successfully implement the new PMS;
- III. d Design the Performance Management Process including change management communication, & implementation support material (PMS Handbook, forms, templates, manual, FAQs etc.) required and hand hold SIDBI HR team in implementation of the PMS including recommendations for software updation/ procurement.

For each of the proposed areas of work, the Consultant must work alongside Bank's team to;

- (i) Design and launch pilot implementation of new PMS,
- (ii) Design/ develop manuals/handbooks for the new processes and wherever applicable,
- (iii) Recommend a need based technology tool to support the processes as needed,
- (iv) Design and implement a process of communication and training of relevant staff on new systems and ideas to ensure adoption and institutionalization,
- (v) To ensure transfer of knowledge for completion of the project.
- (vi) Develop a comprehensive implementation plan to ensure institutionalization of new ideas and processes.

The Consultant has to envisage all necessary services to be provided to achieve the objective for which TCP is sought and ensure that the same is delivered to the Client. Omission of details in the TCP of the services required to be provided by the Consultant or misdescription 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 TCP.

Each consultant will be required to make a presentation in respect of its proposal before the Evaluation Committee after submission of the TCP at convenient date and time as intimated by the Bank.

1.5. Schedule for completion of the tasks

The above scope and deliverables have to be designed and executed to the Client’s satisfaction in 3 months period from the date of the contract.

Details of the schedule are given below:

Sl. No.	Phases	Indicative Timeframe for Completion
1	Phase I: Re-designing PMS	1 month from the date of agreement
2	Phase II: Leadership Scorecards & KPIs	2 months from the date of agreement
3	Phase III: Capability Building & Change Management	3 months from the date of agreement

Post the evaluation process the selected consultant would be initially contracted by the Bank for a period of 3 months post signing of the agreement. The Bank reserves the right to reduce or extend the stipulated time frame of 3 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.

Submission of Proposals

- 2.1 Consultants are permitted to submit only one Proposal.
- 2.2 The Techno- commercial proposal should be put in a sealed cover labeled “TECHNO - COMMERCIAL PROPOSAL for END- TO- END REDESIGNING/ REVAMPING OF PERFORMANCE MANAGEMENT SYSTEM IN Small Industries Development Bank of India” SUBMITTED BY M/s..... ON..... AT MUMBAI, DUE DATE”.
- 2.3 All envelopes should be securely sealed and stamped. All envelopes must be super-scribed with Name of the Consultant, contact number and e-mail ID. **The commercial proposal should be submitted in a separate sealed cover.**
- 2.4 The Proposal shall be typed or written in indelible ink (if required). All proposal documents should be bound and pages numbered in the specified format (e.g. 5 of 25). Authorized Signatory of the Consultant should put his / her initial on every page of the proposal document. Consultant should affix the company’s seal on every page of the proposal document.
- 2.5 The proposal should be signed by the Consultant or any person duly authorized to bind the Consultant to the Terms and Conditions. The signatory should give a declaration and through authenticated documentary evidence like Power of Attorney, copy of the Resolution of the Board etc., should establish that he/she is empowered to sign the proposal documents and bind the Consultant. All pages of the proposal documents, except brochures if any, are to be signed by the authorized signatory. The Consultant shall furnish proof of signature identification for above purposes as required by the Client.

- 2.6 Unsigned proposals would entail rejection.
- 2.7 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.
- 2.8 The techno- commercial proposal may be prepared as per format provided in Section IV – Techno- 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.
- 2.9 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.
- 2.10 Proposals, in sealed covers, as per the instructions to Consultants' should be delivered as mentioned in the Proposal schedule. Proposals may be sent by registered post or by hand delivery, so as to be received within the prescribed time at the address given in paragraph 7 of the Letter of Invitation.
- 2.11 Receipt of the proposals shall be closed 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 in the postal service, courier service or delayed proposals sent by any other means.
- 2.12 The proposals will be opened as per the proposal schedule indicated in letter of invitation.
- 2.13 The Consultants or their authorized representatives should be present at the time of opening of the proposals. 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.
- 2.14 List of documents to be submitted as part of the Proposal

(Two copies of the following should be submitted to the Client):

I.	Form F-1-	Form of submission of Techno- Commercial Proposal Covering letter in Form-1
II.	Form F-2 -	Form of Submission of Technical Proposal
III.	Form F-3 -	Assignments of similar nature successfully completed
IV.	Form F-4 -	Work Plan Time Schedule
V.	Form F-5 -	Composition of the Team Personnel and the task assigned to each team Member
VI.	Form F-6-	Curricula Vitae for members of Consultant's Team

VII.	Form F-7 –	Form of submission of Financial Proposal
VIII.	Any other supporting information that is relevant for the Commercial	

3. Guidelines

- 3.1 The offers should be made strictly as per the formats specified.
- 3.2 The proposal should contain no interlineation, 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.
- 3.3 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.
- 3.4 Proposals with insufficient information and proposals which do not strictly comply with the stipulations given in this TCP, its Annexure etc. are liable for rejection.
- 3.5 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.
- 3.6 At no point should the Consultant use the name of the Client without prior written permission to advertise itself.
- 3.7 Consultants are not permitted to modify, substitute, or withdraw Proposals after its submission.

4. 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.

5. 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.

6. Opening of Proposal

Proposals will be opened publicly by the Client in the presence of the Consultants' representatives who choose to attend. The name of the Consultant and the offered prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

7. Evaluation of Proposals and Deciding the Awarding of Contract

7.1 Technical Valuation:

Sl. No.	Criteria	Indicative Criteria	Maximum Marks								
1.	Quality of Understanding of the Scope	Quality of understanding of the scope of the engagement demonstrated in the response to the TCP.	15								
2.	Experience / Capability and Credentials Experience of handling end- to- end redesigning and revamping of Performance Management System of in Public Sector Banks/ Pvt Sector Banks/ Public Financial Institutions/ Insurance Company and in India (40 marks);	<p>a. 12 marks (4 mark each) for carrying out each assignment on the lines of the ToR at Sl.No.1.2</p> <ol style="list-style-type: none"> 1. Public Sector Bank 2. Private Sector Bank 3. Public Financial Institutions/ Insurance Companies <p>(Total 12 marks)</p> <p>b. 24 marks Scored on the basis of numbers of organizations where such assignment has been carried out in each of the above categories:</p> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>No of organizations</th> <th>Marks Allotted</th> </tr> </thead> <tbody> <tr> <td>>= 5</td> <td>8</td> </tr> <tr> <td>3 - 4</td> <td>6</td> </tr> <tr> <td>1 - 2</td> <td>4</td> </tr> </tbody> </table> <p>(Total marks- 3*8= 24 marks)</p> <p>- Details to be submitted as per Form F-3</p>	No of organizations	Marks Allotted	>= 5	8	3 - 4	6	1 - 2	4	36
No of organizations	Marks Allotted										
>= 5	8										
3 - 4	6										
1 - 2	4										
3.	Proposed approach and methodology:	(i) Completeness of approach and methodology demonstrated in the	25								

		<p>response to the TCP (10 marks);</p> <p>(ii) Robustness of approach and quality of tools proposed to be applied (10 marks);</p> <p>(iii) Activities /tasks / initiatives, project planning, resources planning, effort estimate etc, with milestones and time frame for completion of different activity (5 marks);</p> <p>Details to be submitted as per Form F-4</p>	
4	Full time manpower proposed to be assigned to this project- Names/ experience/ CV	<p>Details of team personnel to be submitted as per Form F-5. [Scoring to be done based on the no of human resources personnel and experience of manpower deputed for the project.</p> <p>Number of personnel having attached for the assignment shall carry 2 mark each (maximum 10 marks).</p> <p>Personnel who is experienced in handling the deliverables as mentioned in scope of works mentioned at sl. No. 1 of Terms of Reference at Section II of RfP shall only be considered for evaluation</p> <p>Curricula vitae of key personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the assignment should be included with the proposal (in the format of the sample curricula vitae at Form F-6).</p>	10
5	Transfer of knowledge : Proposed plan to set up transfer mechanism consisting of Bank's employees for knowledge transformation and training.	<p>Assessment to be based on</p> <ol style="list-style-type: none"> 1. Level of knowledge sharing plan (4 marks) 2. Comprehensiveness of the plan (4 marks) 3. Timelines (2 marks) 4. Past Experience (4 marks) 	14
	Total		100

The presentation shall be used to gain clarity/ understanding on the proposal submitted.

Quality and competence of the consulting services shall be the paramount requirement. The decision of the award of the contract would be made as under:

- (i) Only those technical proposals having complied with the points of Technical Proposal and also having obtained a **minimum score of 70% or such percentage** as may be decided by the Client in the technical evaluation shall be considered qualified for financial proposal opening & evaluation.
- (ii) The Client shall notify those Consultants whose proposals did not obtain the minimum score or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Consultants that may have secured the minimum qualifying mark, indicating the date and time set for opening of the Financial Proposals. The notification may be sent by registered letter, facsimile or electronic mail;

7.2 Commercial/ Financial Valuation

- (i) The Financial Proposal will be opened only for those Consultants who have obtained a minimum score of 70% in the technical evaluation or such other percentage as may be decided by the Client in the technical evaluation.
- (ii) The Financial Proposals shall be opened by the Client publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant and the offered prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- (iii) 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.
- (iv) The combined score of technical and financial proposal of each Consultant will be calculated using the formulae

$$\text{Score} = T (w) \times (\text{ETS}) / (\text{HTS}) + F (w) \times (\text{LC} / \text{C})$$

Where, T (w) = weight of the technical score (75)

HTS = highest evaluated technical score among the qualified Consultants;

ETS = evaluated technical score of the Consultant;

F(w)= weight of the financial score (25);

LC = lowest rate quoted among the qualified Consultants;

C = rate quoted by the Consultant

- (v) The Client will appoint the Consultant based on the ranking derived from the combined score. In case of a tie in the combined score between Consultants', the Consultant with the highest technical score will be given a higher rank.
- (vi) 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 Financial Proposal.
- (vii) 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.
- (viii) 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.
- (ix) 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.

7.3. The proposals will be ranked according to the combined score of technical and financial bid and the Consultant with the highest combined score shall be invited for negotiations.

7.4 Having selected the Consultant, among other things, on the basis of the evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the Technical Proposal and prior to contract negotiations will require assurance from the Consultant that these staff will be actually available.

7.5 The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health or for any other reasons acceptable to the client.

7.6 Negotiations will be concluded with a review of the draft form of contract. The Client and the Consultant will finalize the contract to conclude negotiations.

7.7 If the negotiations with the Consultant are successful, the award will be made to them and all other Consultants notified accordingly. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with the Consultant, the Consultant getting second highest score in the combined score will be invited for negotiations. This process will be repeated till an agreed contract is concluded.

7.8 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 3 months from the date of the award of contract and generally the Consultant should base their financial proposals accordingly.

9. Please note that the cost of preparing a proposal and of negotiating a contract including visits, 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.

13. Commitment on Resources:

The Bank envisages continuous involvement of the consultants through the assignments. A dedicated project team has to work onsite on the Bank's premises for the entire duration of the project.

The onsite team shall consist of judicious mix of senior, middle and junior executives having the requisite experiences with suitable backup planning. The onsite team would need to work under the guidance and supervision of senior executives of consultant firm. It will work with the dedicated in-house team of the Bank which will

be available for providing necessary support and assistance for successful execution of the project.

The consultant would need to submit the phase wise resource deployment plan for the approval of the Bank. The Bank will evaluate the technical proposal with particular emphasis on the quality, commitment and composition of resources position for various roles in the project.

Section III: General Terms & Conditions

1. Broad Terms and Conditions

The following conditions shall apply to the proposal for engaging an HR consultant to provide assistance for formulating and implementation of an integrated Human Resource Framework for the Bank, and carrying out various new HR initiatives under the same as part of the overall project plan:

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 three months 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 TCP. The Client reserves the right to modify any clause of the TCP 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 the TCP 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 TCP by any Consultant, with all other Consultant(s) /others, in the same form as clarified to the Consultant raising the query.

1.1.7 The Client reserves the right to ascertain information from the institutions to which the Consultants have rendered their services for execution of similar projects.

1.1.8 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.

1.1.9 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.

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

The 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 guidelines.

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. Supplementary information for the Consultants

7.1 The Consultants should note that the Contract for this assignment will be with the Dy. General Manager, Human Resource Management Vertical, Small Industries Development Bank of India, Mumbai or any authorized person on behalf of the Bank. Payments to the Consultant shall be made in accordance with the agreed payment schedule and incorporated in the Contract. The Client proposes the following payment schedule for consideration of the Consultant.

(i) 30% of Contract price: After completion of the Phase I and submission of relevant report, **

(ii) 30% of Contract Price: After completion of the Phase II and submission of relevant report,

(iii) 40% of Contract Price: After completion of the Phase III and submission of relevant report,

** Reports / milestones to be firmed up in consultation with the selected Consultant.

7.2 Performance Assessment

This TCP is for engagement of a Consultant to provide assistance for revamping and redesigning PMS for the Bank. If during execution of the assignment, any of the following problems were to be found, then a penalty of 1% of the Contract value per week (subject to maximum of 20%) may be imposed by the Client:

- i. Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
- ii. Delays in deliverables
- iii. Not assigning adequate resources in time
- iv. Not engaging resources on a dedicated basis, even when required
- v. Assigning resources that do not meet the clients requirements
- vi. Inadequate interaction with the Client.
- vii. The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable. 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.

7.3 Review of reports

Bank will review all reports of Consultant (Inception, weekly and final completion reports) and suggest any modifications/changes considered necessary within **3 days** of receipt.



SECTION IV : TECHNO- COMMERCIAL PROPOSALS (TCP) - FORMATS

FORM F-1

FORM OF SUBMISSION OF TECHNO-COMMERCIAL PROPOSAL

Date.....

To
The 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

Dear Sir,

Subject: Techno- Commercial 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 'Techno-Commercial Proposal' and the other Proposal Documents.

We attach hereto the Techno Commercial Response as required by the Proposal document, which constitutes our proposal.

We agree to abide by this TCP 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".



Dated this Day of.....2018

.....

(Signature)

(In the capacity of)

Duly authorised to sign the Proposal Response for and on behalf of:

.....
.....

(Name and address of Consultant)

Seal/Stamp of applicant

Witness name:

.....

Witness address:

.....

.....

Witness signature:

.....



FORM F - 2

FORM OF SUBMISSION OF TECHNICAL PROPOSAL

From:

(Name/address of Consultant).....

.....
.....
.....

To:

(Name/address of Client)

.....
.....
.....

Dear Sir:

Hiring of Consultancy Services for

Reference: TCP No. Your letter dated

We herewith enclose Technical Proposals 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:.....

Name:.....

Address:.....

.....
.....

(Authorized representative)



FORM F - 3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED

1. Brief description of the Firm/Organization
2. Outline of the recent experience on assignments of similar nature:

Sl. 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 F - 4

WORK PLAN TIME SCHEDULE

A. a short Note on the Approach and Methodology outlining various steps for performing the Assignments

B. Schedule of activities [#]

Sl. No.	Item. No	Activities to be performed	No. of weeks

C. Completion and submission of Reports

- (i) Phase I completion Report
- (ii) Phase II completion Reports
- (iii)Phase III completion Report
- (iv) Draft Final Report
- (v) Final Report

D. Comments/Suggestions on Terms of Reference

E. Comments on the data, services and facilities to be provided by the Client.

The period should match with the period of completion of assignment as given in the TOR.

**COMPOSITION OF THE TEAM PERSONNEL AND
THE TASK ASSIGNED TO EACH TEAM MEMBER**

1. Technical/Managerial Staff

Sl.No.	Name	Position	Task/ assignment

2. Support Staff

Sl.No.	Name	Position	Task/ assignment

**SUGGESTED FORMAT OF CURRICULA VITAE
FOR MEMBERS OF CONSULTANT 'S TEAM**

1. Name:
2. Profession/ Present Designation:
3. Years with Firm/Organization: Nationality:
4. Area of Specialization:.....
5. Proposed Position on Team:
6. Professional Qualifications:
7. Education Qualification:
8. Experience relevant to TCP and proposed role in the team and assignments handled:

Signature of Staff Member
Date:.....
Place.....

FORM F - 7
FORM OF SUBMISSION OF FINANCIAL PROPOSAL
(IN SEPARATE SEALED ENVELOPE)

From:
(Name/address of Consultant).....
.....
.....

To:
(Name/address of Client)
.....
.....

Dear Sir,

Hiring of Consultancy Services for
Reference: TCP No. Your letter dated

We herewith enclose Financial 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:.....
Name:.....
Address:.....
.....
(Authorized representative)

COST OF SERVICES

For providing assistance for end- to end revamping/ redesigning of Performance Management System of the Bank (total charges in lump sum rupees) **

Rs. _____
Rupees _____ only

**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.