

**RFP for Engagement of Human Resources [HR] Consultant at
SIDBI Venture Capital Ltd. [SVCL]**

Critical Information

Tender No.	2016-17/SVCL/HR/0003
Tender Issue Date	January 20, 2017
Last date for bid submission	February 09, 2017 at 11.00 am
Date of opening of Technical bid	February 09, 2017 at 4.00 pm
Contact Details	MD & CEO, SIDBI Venture Capital Ltd., 10 th floor, Naman Centre, C-31, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051 Phone : 022-39473200 / 39473201 www.sidbiventure.co.in Email – info@sidbiventure.co.in ; amitpaul@sidbiventure.co.in ; kiran@sidbiventure.co.in

SIDBI VENTURE CAPITAL LTD, [SVCL]
10th floor, Naman Centre,
C-31, 'G' Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400 051

Notice

This document is the property of SIDBI VENTURE CAPITAL LTD, [SVCL]. It may not be copied, distributed or recorded on any medium, electronic or otherwise, without SVCL's written permission. Use of contents given in this document, even by the authorized personnel/ consultant for any purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

SIDBI VENTURE CAPITAL LTD, [SVCL]
10th floor, Naman Centre,
C-31, 'G' Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400 051

TENDER NOTICE

SIDBI Venture Capital Limited (SVCL) was established in 1999 as an Investment Management Company for managing Venture Capital Funds. Over the years, SVCL has evolved into a leading institutional investment management company in India having focus on the MSMEs in India.

SVCL, at present, is acting as the Investment Manager for National Venture Fund for Software and Information Technology Industry (NFSIT), SME Growth Fund (SGF), India Opportunities Fund (IOF), Samridhi Fund (SF), TEX Fund (TF), West Bengal MSME VC Fund (WB Fund) and Maharashtra State Social Venture Fund (MS Fund).

SVCL desires to put in place the best resources including infrastructure / technology and most importantly human resources. The services of a HR Consultant are needed to address our HR requirements pertaining to organisation structure, skill set needs, compensation structure, career path etc. and support in implementation, transitioning, hiring etc. which will contribute to the growth and success of the organization.

Sealed tenders are invited from HR Consultant on terms and conditions mentioned in Tender Document made available on website www.sidbiventure.co.in and on <https://eprocure.gov.in>.

Selection of Bidder will be strictly on the basis of fulfilment of the eligibility criteria.

The sealed tenders duly filled, sealed & signed in the prescribed Proforma shall be addressed to MD & CEO, SIDBI Venture Capital Ltd., 10th floor, Naman Centre, C-31, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.

The tender envelope should be super scribed as “Tender for Engaging HR Consultant for SVCL”. Bids received after the closing date and time will not be considered.

Sd/-
Vice President
SVCL, Mumbai

Schedule of Tender

The Tender document is available on the website www.sidbventure.co.in and on <https://eprocure.gov.in> and this can be downloaded. The Tender envelope shall contain **EMD of Rs.50,000/- (Rupees fifty thousand only)** in the form of crossed Demand Draft drawn on **any Scheduled Commercial Bank in favour of SIDBI Venture Capital Ltd.**, payable at Mumbai at par without which bid will be treated as incomplete and non-responsive and shall not be considered.

a) Schedule for Invitation to Bid:

Name of the Purchaser	SIDBI Venture Capital Ltd.
Name, address and Email ID of the contact person for any clarification	Shri Amit Paul, Vice President, SIDBI Venture Capital Ltd, 10 th floor, Naman Centre, C-31, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051 Mail : amitpaul@sidbventure.co.in ; kiran@sidbventure.co.in info@sidbventure.co.in Tel : (022) 39473200 , 39473201
Address of SVCL, Mumbai for Pre-Bid Meeting, Bid Submission and Bid Opening	MD & CEO, SIDBI Venture Capital Ltd, 10 th floor, Naman Centre, C-31, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051 Tel : (022) 39473200 , 39473201

b) Time Schedule of Tendering:

Release/Issue of RFP document	January 20, 2017
Last date and time for submission of Bid	February 09, 2017 at 11.00 am
Date and Time of opening of Technical Bid	February 09, 2017 at 4.00 pm
Date and Time of opening Commercial Bid	To be intimated later

Bids shall remain valid for **90 days** from the last date of submission of bids.

SVCL reserves the right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason there for.

**Sd/
Vice President
SVCL Mumbai**

DISCLAIMER

The sole purpose of this Request for Proposal (RfP) is to assist SVCL to address its HR requirements pertaining to organisation structure, skill set needs, compensation structure, career path etc. and support in implementation, transitioning, hiring etc. as detailed out in the scope given in this RfP document.

The information contained in this RfP document or information provided subsequently to the bidder(s) or applicant whether verbally or in documentary form, by or on behalf of SVCL is provided to the bidder(s) on the terms and conditions set out in this RfP document and all other terms and conditions, subject to which such information is provided.

The RfP is not an agreement and is not an offer or invitation to offer by SVCL to any parties, other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this RfP is to provide the Bidder(s) with information to assist the formulation of their proposal. This RfP does not claim to contain all the information, which each Bidder may require. Each Bidder should conduct its own investigation, which each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RfP and wherever necessary obtain independent advice. SVCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP.

The information contained in the RfP document is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to contain all the information that a Bidder may require. SVCL does not undertake to provide any Bidder with access to any additional information or to update the information in the RfP document or to correct any inaccuracies therein, which may become apparent. SVCL reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RfP and / or the bidding process, without assigning any reason whatsoever. Such change will be intimated to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available to all recipients by SVCL.

SVCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RfP.

SVCL reserves the right to reject any or all the bids / proposals received in response to this RfP at any stage without assigning any reason whatsoever.

The decision of SVCL shall be final, conclusive and binding on all the parties.

Table of Contents

Sr. No.	Particulars
1	Introduction
2	Requirement
3	Scope of Engagement and Deliverables
4	Minimum Eligibility Criteria for HR Consultant
5	Bidding Process
	5.1 Bid System Tender
	5.2 Terms and Conditions
	5.3 Award Criteria
6	Payment Terms
7	General Terms & Conditions
	7.1 General conditions
	7.2 Security
	7.3 Indemnity
	7.4 Liability of Consultant
	7.5 Responsibility of Consultant
	7.6 Rights of SVCL
	7.7 Termination for insolvency & default
	7.8 Arbitration
	Annexure - I Certificate from the Statutory Auditors / independent CA
	Annexure – II Format for Technical bid
	Annexure - III Price Bid Form
	Annexure - IV Letter of Authorization for attending bid Opening

1. INTRODUCTION

SIDBI Venture Capital Limited (SVCL) was established in 1999 as an Investment Management Company for managing Venture Capital Funds. Over the years, SVCL has evolved into a leading institutional investment management company in India having focus on the MSMEs in India.

SVCL, at present, is acting as the Investment Manager for National Venture Fund for Software and Information Technology Industry (NFSIT), SME Growth Fund (SGF), India Opportunities Fund (IOF), Samridhi Fund (SF), TEX Fund (TF), West Bengal MSME VC Fund (WB Fund) and Maharashtra State Social Venture Fund (MS Fund).

The registered office of SVCL is 10th floor, Naman Centre, C-31, G-Block, Bandra Kurla Complex, Bandra [East], Mumbai-400 051.

2. REQUIREMENT

The purpose of this RFP is to appoint a HR Consultant (hereafter referred to as “Consultant”) for providing requisite assistance to SVCL to address its HR requirements pertaining to organisation structure, skill set needs, compensation structure, career path etc. and support in implementation, transitioning, hiring etc. as detailed out in the scope given in this RfP document. The assignment is expected to be completed by the successful bidder or Consultant within 10 weeks from the date of award of the assignment unless otherwise agreed to by SVCL.

3. SCOPE OF ENGAGEMENT AND DELIVERABLES

The scope of engagement shall be as detailed below:

❖ Inputs on Organisation structure

- Studying the existing organisation structure and its appropriateness, especially in view of multi fund and multi-location operations of the company in future and provide suggestions / recommendations in this regard.

❖ Review of skill set needs

- Understanding the dimensions of work relating to Venture Capital Funds/ Alternative Investment Funds being carried out by SVCL
- Examining the existing manpower resources and providing comments on adequacy of manpower and appropriateness of skillsets for current and future operations.
- Comparison with peers in the industry : Roles and responsibilities, qualifications, soft skills, experience for each level, deliverables and expectations, number of levels and level of pay in the industry

❖ Review of Compensation Structure

- Recommendations with an objective to attract and retain suitably qualified/ experienced talent required for the business of the company at various levels.
- Compensation structures for new hires / existing staff
 - ✓ Compensation for various levels on CTC basis with break up into specific fixed and variable components; the variable pay plan should also include detailing the basis of the plan, the amount and the manner of implementation based on current market practices and factoring in the difference in the basic structure of SVCL as an institutional venture capital.

- ✓ Retention strategy, including recommendations on long term retention incentives.
- ✓ Performance linkages.
- ✓ Linkage of compensation to city of posting.
- ✓ Medical, superannuation and other benefits.
- ✓ Parity - internal / external.
- ✓ Increment plan / annual increases.
- ✓ Tax efficiency considerations.

❖ **Career path**

- Promotion policy / career path
- Critical inputs on plan and methodology for annual compensation review /raises.

❖ **Any other incidental / related work considered necessary in connection with the above.**

❖ **Deliverables**

The firm engaged would be expected to give a comprehensive report giving clear recommendations on the above as also:

- ✓ design and provide a suitable road map and help / support SVCL in transitioning to the new organisation / compensation structure (including choosing an appropriate pace of transition), besides providing a "competence/compensation mapping" status.
- ✓ recommend a suitable implementation plan viz. the initial employee communication kit, the process of communication etc.
- ✓ provide necessary assistance to SVCL for hiring of executives (profile description of prospective candidates, selection process recommendations, etc.) in pursuance to the report in subsequent six months.

4. MINIMUM ELIGIBILITY CRITERIA FOR HR CONSULTANT

- a) The Consultant should be a Government Organization or Public Sector undertaking or Private Sector Enterprise or Partnership firm or a Company under Indian Laws. [A self-declaration by the Bidder on Bidder's letter head with supporting documents such as Partnership Deed, Registration certificate with Registrar of Companies etc. should be enclosed].
- b) The Consultant should have a turnover of more than ₹10 Crore in each of the last three financial years viz. FY 2013-14, 2014-15 and 2015-16. It should also have net worth of atleast ₹5 Crore as on March 31, 2016. [Certificate from Statutory Auditors / Independent CA as per format given in **Annexure I** should be enclosed].
- c) The Consultant should have employee strength of more than 50 as on March 31, 2016. [A self-declaration by the Bidder on Bidder's letter head should be enclosed].

- d) The Consultant should have office in Mumbai. [A self-declaration by the Bidder on Bidder's letter head with supporting documents such as certified true copy of Rent Agreement, Electricity Bill etc. should be enclosed].
- e) The Consultant should have experience in respect of similar assignment (including those for venture capital / private equity fund managers, PSUs and subsidiaries of PSUs in financial sector, etc.) [Details to be given such as name of client, scope of work, period of engagement etc. and supporting documents such as certified true copies of the work order / agreement / certificate from clients should be enclosed].
- f) The Consultant should be an Income Tax Assessee having filed I.T. Returns for the last three financial Years. [Certified true copy of I.T. Returns for the last three financial Years and Income tax Pan Card should be enclosed].
- g) The Consultant should be registered with Central Board for Excise and Customs for Service Tax purposes. [Certified true copy of the Service Tax Registration Certificate in the name of the Bidder should be enclosed].
- h) The Consultant should have never been blacklisted or disqualified or barred by any regulatory / statutory body. [A self-declaration by the Bidder on Bidder's letter head should be enclosed].

5. BIDDING PROCESS

The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the Tender Documents. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Proforma in the tender are not fully furnished.

5.1 BID SYSTEM TENDER

The bids shall be in two separate parts containing i) Technical Bid and ii) Price Bid. Three separate sealed envelopes containing the following 1) EMD, 2) Technical and 3) Price bids respectively should be enclosed together in a larger envelope, sealed and superscripted with the Tender No, Tender opening date, Name of Bidder and contact details. All the three envelopes should be separately securely sealed and stamped. The sealed envelopes must be super scribed with the following information:

Type of Bid (EMD, Technical or Price)

Name of Bidder with address, contact person & contact details

Due date and Time of opening of bids

5.1.1. ENVELOPE - I (EMD):

The Envelope- I shall contain the following:

i) Earnest Money Deposit (EMD)

EMD needs to be furnished in the form of Demand Draft drawn in favour of "SIDBI Venture Capital Limited.", payable at Mumbai. Offer submitted without EMD, will be rejected. EMD of the unsuccessful Bidders will be returned within 30 days after the expiry of the period of tender offer validity prescribed by the purchaser. EMD of the successful Bidder will be returned post issue of the work order / award of assignment. However, MSEs (Micro and Small Enterprises), as defined by the MSMED Act, 2006 will be exempted from the EMD. Such vendors will have

to submit MSE registration certificate for availing EMD exemption. There will be no interest on the EMD Amount.

The EMD / Bid Security may be forfeited:

- A) If a Bidder withdraws its tender during the period of bid validity, or
- B) In case of a successful Bidder, if the Bidder fails:
 - a. to accept the assignment within 10 working days from the date of the issue of the work order.
 - b. In case the Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to award of the assignment.
- C) The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events, whichever is earlier:
 - a. Issue of work order to selected vendor; OR
 - b. End of the bid validity period including extended period (if any)

Interested bidders can download the RFP document from the website of SVCL i.e. www.sidbiventure.co.in and from Central Public Procurement Portal (CPPP) of the Government of India i.e. <https://eprocure.gov.in>

5.1.2 ENVELOPE-II (Technical Bid)

The Envelope - II (Technical Bid) shall contain the following:

- (i) Documents establishing Bidder's Eligibility
- (ii) The technical details, approach, methodology and work plan as required in **ANNEXURE II** of this tender document
- (iii) The bid document should be signed and stamped on each page.
- (iv) A letter of acceptance of terms and conditions of the tender (shall be on the letter head of the Consultant signed by the authorised signatory).

5.1.3 ENVELOPE-III (Price Bid):

The Envelope-III (Price Bid) shall contain the duly filled in Price Bid Form as per the format given in **ANNEXURE III**. The Price Bid Form must be filled in completely, without any errors, erasures or alterations.

5.2. TERMS AND CONDITIONS

5.2.1. Erasures or Alterations and Signing of Tender Offers

The Tender Offer shall be typed or written in ink and shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder. Such authorization shall be indicated by power of attorney on a stamp paper accompanying the tender offer. All pages of the Tender Offer, except for an amended printed literature, shall be initialled by the person or persons signing the Tender Offer. The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initialled by the person or persons signing the offer.

Completeness of Technical Offer

Technical details must be completely filled up. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", is not acceptable. SVCL shall treat offers not adhering to these guidelines as unacceptable.

5.2.2. Costs & Currency

The offer must be given in Indian Rupees only, under the heads (i) Consultancy fees including out of pocket expenses and (ii) taxes, if any in the Price Bid Form as per the format given in **ANNEXURE III**. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance" etc. will be treated as being at variance and shall be liable for rejection.

The assignment would be awarded to the vendor with the lowest Consultancy fees including out of pocket expenses (excluding taxes, if any).

5.2.3 Submission of Tender Offers

Sealed Tender offers **shall be submitted on or before February 09, 2017 by 11.00 am at the address specified above** (not later than the time and date specified in the invitation for Tender offers). In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day. SVCL may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents. In that case all rights and obligations of the Consultant and SVCL previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through email, Telex, Fax, cable, etc. will be rejected.

5.2.4. Late Tender Offers

Any tender offer received from the consultant after the deadline prescribed for submission of the same, pursuant to the clause above, will not be entertained.

5.2.5. Modification and Withdrawal of Offers

The Bidder may modify or withdraw his / her offer after its submission, provided that written notice of the modification or withdrawal is received by SVCL prior to the closing date and time prescribed for submission of offers. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers.

5.2.6. Validity of Bids

All the bids must be valid for a period of 90 days from the last date of submission of bids. However, the rates should be valid for initial / extended period of Engagement from the date of Engagement. No request will be considered for price revision during the assignment period.

5.2.7. Opening of Bids

The technical bids will be opened in the presence of representatives of bidders on **February 09, 2017 at 4.00 pm**. Only one representative per bidder shall be permitted to attend along with the Letter of Authority as per **ANNEXURE IV**. The sealed cover Envelope-I containing EMD will be opened in the first instance in the presence of bidder's representatives. In case EMD is in order, the tenders would be accepted for further evaluation. The technical bids of the accepted Consultant will then be passed on to the duly constituted Tender Evaluation Committee (TEC) for evaluation. The Envelope-III containing financial details of technically qualified bids shall be opened on the pre-decided date which shall be intimated to the bidders who have been found successful in the process of evaluation of technical bids.

5.3. AWARD CRITERIA

5.3.1. Award Criteria - Method

Assignment will be awarded to the vendor with the lowest consultancy fee including out of pocket expenses (excluding taxes, if any) [as clarified in Para 5.2.2 of RFP] without post tender negotiations. On written communication from SVCL for having qualified for the assignment, the Consultant shall sign the engagement letter (letter awarding the assignment/ work order) within 10 working days of such communication, failing which, the offer shall be treated as withdrawn and EMD forfeited.

6. PAYMENT TERMS

Payment will be released after completion of the assignment and submission of final report by the vendor. The payment to Consultant shall be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961 and other taxes if any as per Government of India rules.

7. GENERAL TERMS & CONDITIONS

7.1 GENERAL CONDITIONS

- i) The selected Consultant shall not, without SVCL's prior written consent, disclose the assignment, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of SVCL in connection therewith, to any person other than a person employed by the Consultant in the performance of the assignment. 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.
- ii) The selected Consultant shall not outsource the work to any other associate / franchisee / third party without prior approval of SVCL.
- iii) SVCL may, by written notice sent to the selected Consultant, terminate the work order and / or the assignment, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for SVCL's convenience, the extent to which performance of work under the work order and / or the assignment is terminated, and the date upon which such termination becomes effective. SVCL reserves the right to cancel the remaining part and pay to the selected Consultant an agreed amount for partially completed services. In the event of the Consultant's Company or the concerned division of the Company being taken over / bought over by another Company, all the obligations under the agreement with SVCL, should be passed on for compliance by the new Company / new division in the negotiation for their transfer.

7.2 SECURITY

The engaged personnel / professionals shall not divulge or disclose to any person, any details of office, operational process, technical knowhow, security arrangements, administrative / organization matters as all are of confidential / secret nature. The person concerned shall be liable for penal action under IPC, Cr. P.C or any other relevant provision besides, action for breach of contract.

7.3 INDEMNITY

- I. In no event shall either party be liable for or be entitled to make a claim, whether in contract, tort or otherwise, for special, punitive, indirect or consequential damages, including, without limitation, loss of profits or revenues.
- II. Notwithstanding any provision to the contrary contained in this document, the liability of the Consultant shall not exceed one time its fees.

7.4. LIABILITY OF CONSULTANT

- I. The selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in SVCL shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected Bidder, for any assignment under this arrangement. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected Bidder shall be paid by the selected Bidder alone and SVCL shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder 's employees, agents, contractors, subcontractors etc. The selected Bidder shall agree to hold SVCL, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to SVCL through the action of selected Bidder's employees, agents, contractors, subcontractors, etc.
- II. The Consultant shall not be permitted to transfer or assign his rights and obligations under this arrangement to any other organization or otherwise.
- III. The service provider (Consultant) shall not assign, transfer, pledge or sub-contract the performance of service without the prior written consent of SVCL.
- IV. The service provider (Consultant) shall be contactable at all times and messages sent by e-mail / fax / special messenger from SVCL to the service provider shall be acknowledged immediately on receipt on the same day.

7.5 RESPONSIBILITY OF CONSULTANT

- I. The Consultant shall be bound by the details and documents as furnished by them to SVCL while submitting the tender or at any other time. In case any of the details of such documents furnished by him / her, are found to be false at any stage, this would be deemed to be a breach of the terms of contract making him / her liable for action.
- II. The Consultant also agrees to comply with the Terms and Conditions.

7.6 RIGHTS OF SVCL

- I. Decision of SVCL in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Consultant.
- II. In case of any dispute between the Consultant and SVCL, SVCL shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Mumbai.
- III. SVCL has the absolute right to terminate the assignment / arrangement at any time without assigning any reason by giving one month notice in advance to the Consultant in writing.
- IV. In case of any difference of opinion or dispute arising between the parties, regarding depreciation or implementation of any of the terms and conditions of the assignment then the same shall be referred to the competent authority of SVCL whose decision shall be final and binding upon both the parties. However, all matters of jurisdiction shall be at the local courts located at Mumbai.
- V. In case of breach of any of the terms the assignment shall be liable to be terminated.

7.7 TERMINATION FOR INSOLVENCY & DEFAULT

7.7.1 Termination for Insolvency

SVCL may at any time terminate the assignment by giving written notice of one month to the Consultant, without any compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent.

7.7.2 Termination for default

- i. Default is said to have occurred
 - a. If the Consultant fails to deliver any or all of the services within the time period(s) specified in the engagement letter or any extension thereof granted by SVCL.
 - b. If the Consultant fails to perform any other obligation(s) under the assignment.
- ii. If the Consultant, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from SVCL (or takes longer period in spite of what SVCL may authorize in writing), SVCL may terminate the assignment / arrangement in whole or in part. In addition to above, SVCL may at its discretion transfer upon such terms and in such manner, as it deems appropriate, similar assignment to other Consultant and the defaulting Consultant shall be liable to compensate SVCL for any extra expenditure involved towards completing the scope of the assignment totally.

7.8 ARBITRATION

SVCL and the Consultant shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the assignment. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitration. Each party shall appoint one arbitrator and the third arbitrator shall be appointed by SVCL. The award of the arbitration shall be final and binding on both the parties. Such arbitration shall be governed in all respects by the provisions of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Mumbai.

Annexure - I

FORMAT FOR CERTIFICATE FROM THE STATUTORY AUDITORS / INDEPENDENT CA

FY	Turnover (Amount in ₹)
FY 2013-14	
FY 2014-15	
FY 2015-16	

Networth as on March 31, 2016 is ₹ _____

This is to certify that the above information relates to _____ (name of the Bidder) and the same is correct as per information available in the books of Firm/Company.

Name of the audit firm:
Seal of the audit firm
Firm Registration No.
Membership No.
Date:.....

(Bidders are requested to furnish the information as per the format. Any modification in the format will make the bid liable for rejection).

Annexure - II

FORMAT FOR TECHNICAL BID

FROM:

Name and address of the bidder

To,
The MD & CEO,
SIDBI Venture Capital Ltd.
10th floor, Naman Centre,
C-31, 'G' Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400 051.

General Information:

Sl. No.	Particulars	Details to be filled in by the Consultant
1	Name of the Consultant / Contact Person	
2	Regd. Office/ Business address of the Consultant / Tel. No.	
3	Date of Incorporation / Constitution	
4	PAN No. of the Consultant [Attach copy of PAN card]	

Eligibility Criteria:

Sl. No.	Particulars	Details to be filled in by the Consultant (Answer Yes or No and enclose supporting documents as requested)
1	Whether the Consultant is a Government Organization or Public Sector undertaking or Private Sector Enterprise or Partnership firm or a Company under Indian Laws. [A self-declaration by the Bidder on Bidder's letter head with supporting documents such as Partnership Deed, Registration certificate with Registrar of Companies etc. should be enclosed].	
2	Whether the Consultant has a turnover of more than ₹10 Crore in each of the last three financial years viz. FY 2013-14, 2014-15 and 2015-16 and net worth of atleast ₹5 Crore as on March 31, 2016. [Certificate from Statutory Auditors / Independent CA as per format given in Annexure I should be enclosed].	
3	Whether the Consultant has employee strength of more than 50 as on March 31, 2016. [A self-declaration by the Bidder on Bidder's letter head should be enclosed].	
4	Whether the Consultant has office in Mumbai. [A self-declaration by the Bidder on Bidder's letter head with supporting documents such as certified true copy of Rent Agreement, Electricity Bill etc. should be enclosed].	

Sl. No.	Particulars	Details to be filled in by the Consultant (Answer Yes or No and enclose supporting documents as requested)
5	Whether the Consultant has experience in respect of similar assignment (including those for venture capital / private equity fund managers, PSUs and subsidiaries of PSUs in financial sector, etc.) [Details to be given such as name of client, scope of work, period of engagement etc. and supporting documents such as certified true copies of the work order / agreement / certificate from clients should be enclosed].	
6	Whether the Consultant is an Income Tax Assessee having filed I.T. Returns for the last three financial Years. [Certified true copy of I.T. Returns for the last three financial Years and Income tax Pan Card should be enclosed].	
7	Whether the Consultant is registered with Central Board for Excise and Customs for Service Tax purposes. [Certified true copy of the Service Tax Registration Certificate in the name of the Bidder should be enclosed].	
8	Whether the Consultant has been blacklisted or disqualified or barred by any regulatory / statutory body. [A self-declaration by the Bidder on Bidder's letter head should be enclosed].	

I / We agree to abide by the terms and conditions stipulated by SVCL in the tender document.

Approach, methodology, and work plan:

Attached is the approach, methodology and workplan in one comprehensive document. It highlights our primary hypotheses regarding the issues and their potential solutions, methodology for enablement and engagement proposed to be deployed; ideas and suggestions on institutionalization of change. Milestones, deliverables, team structure and staffing pattern have been clearly laid out.

Date

Signature of Authorised Signatory

Name and designation of authorised signatory

Seal of the Company / Firm.

Annexure - III

(Part I)

PRICE BID FORM

The MD & CEO,
SIDBI Venture Capital Ltd.
10th floor, Naman Centre,
C-31, 'G' Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400 051
Tel (O): 022-39473200 - 201

Email: kiran@sidbiventure.co.in / amitpaul@sidbiventure.co.in / info@sidbiventure.co.in
Website: www.sidbiventure.co.in

Dear Sir,

1. I/We, undersigned, offer to provide the consultancy services in conformity with the conditions of assignment and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. I/We undertake, to accept the assignment letter issued by SVCL within 10 working days of being called upon to do so and bear all expenses including charges for stamps etc. (if applicable), and the accepted assignment letter will be binding on us.
3. We agree to abide by this Bid for a period of 90 days from the last date of submission of bids and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of 2016.

Signature ofIn capacity of.....

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Signature of Tenderer

Annexure - III

(Part II)

Price Bid Form

The MD & CEO,
SIDBI Venture Capital Ltd.
10th floor, Naman Centre,
C-31, 'G' Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400 051

Dear Sir,

**RFP for appointment of HR Consultant
RFP 2016-17/SVCL/HR/0003 dated January 20, 2017**

In terms of the above-mentioned RFP document we submit herewith the price bid (fees) for the assignment as under.

	Consultancy fees including Out of pocket expenses [A]	Taxes, if any [B]	Total consultancy fees (including out of pocket expenses and taxes) [A+B]
In figures (₹)			
In words (Rupees)			

TERMS AND CONDITIONS

- 1) The above quoted fee is for the entire assignment.
- 2) We undertake to deliver all the deliverables as envisaged in the assignment.
- 3) SVCL will deduct tax (TDS) while releasing payment, if applicable as per the law.

Date :

Signature of Authorised Signatory

Name and designation of authorised signatory

Seal of the Company / Firm.

Annexure - IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To,
The MD & CEO,
SIDBI Venture Capital Ltd.
10th floor, Naman Centre,
C-31, 'G' Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400 051

Sub: Authorization for attending bid opening on _____

Of _____

Dear Sir,

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of Bidder:

Name

Signature

Alternate representative:

Name

Signature

Signature of the bidder or of the officer authorised to sign the documents on behalf of the bidder.

Note:

- i. Maximum of one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
- ii. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received on or before date of bid opening.