



SCHEDULE OF TENDER (SOT)

Tender No.	RBI/CentralOffice/DBS/1/21-22/ET/168
Mode of Tender	e-Tender Online submission of Part I - Technical Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprhome/rbi The intending bidders are required to submit their offer electronically through above e-tendering portal only. No physical technical/price bid shall be accepted.
Date of NIT and e-tender available to parties to download from RBI website and MSTC portal	September 23, 2021
Estimated annual value of contract	-
Date of online Pre-Bid Meeting	Vendor may submit their queries regarding tender over mail by September 30, 2021, at tagmpe@rbi.org.in
Earnest Money Deposit – Successful bidder has to submit EMD amount in the form of NEFT Please Note: - EMD amount will be accepted from successful bidder after award of work.	Amount: Rs.1,00,000 /- EMD amount can be paid through NEFT A/c. No – 41869229908 IFSC Code: RBIS0COD001 (5th, 9th and 10th characters are ZERO).

	A/c. Name: Reserve Bank of India
Date of Starting of Tender for submission of Technical Bid and Financial Bid	1200 hrs, September 23, 2021
Date of closing of tender for submission of Technical Bid and Financial Bid.	1200 hrs, October 18, 2021
Date & time of opening of Part-I (i.e. Technical Bid)	1600 hrs, October 18, 2021
Part-II Financial Bid: Date of opening of Part II	Part II - Financial bid will be opened only for those bidder(s) whose Part I-Technical Bid is found acceptable by DoS, RBI, Mumbai. The date of opening of Financial Bid will be communicated separately to Technically Qualified Bidders



RESERVE BANK OF INDIA

E – Tender for

Appointment of Consultant for Manpower Assessment of the Department of Supervision on Zero-Based Budgeting basis in terms of numbers and skill sets.

RBI/CentralOffice/DBS/1/21-22/ET/168

**The Chief General Manager-In-Charge
Department of Supervision
Central Office
Mumbai
[September 23, 2021]**

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<p>successful bidder after award of work.</p>	<p>IFSC Code: RBIS0COD001 (5th, 9th and 10th characters are ZERO). A/c. Name: Reserve Bank of India</p>
<p>Date of Starting of Tender for submission of Technical Bid and Financial Bid</p>	<p>1200 hrs, September 23, 2021</p>
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<p>Date & time of opening of Part-I (i.e. Technical Bid)</p>	<p>1600 hrs, October 18, 2021</p>
<p>Part-II Financial Bid: Date of opening of Part II</p>	<p>Part II - Financial bid will be opened only for those bidder(s) whose Part I-Technical Bid is found acceptable by DoS, RBI, Mumbai. The date of opening of Financial Bid will be communicated separately to Technically Qualified Bidders</p>

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Section I - Notice Inviting Tender (NIT)
Reserve Bank of India

Notice Inviting E-Tenders for Appointment of Consultant for Manpower Assessment of the Department of Supervision on Zero-Based Budgeting basis in terms of numbers and skill sets.

The Department of Supervision, Reserve Bank of India, Mumbai (hereinafter called “the Bank”) invites e-tenders under Two – Bid system (Technical & Financial Bid) for **Appointment of Consultant for Manpower Assessment of the Department of Supervision on Zero-Based Budgeting basis in terms of numbers and skill sets.** from eligible parties viz., Company/Firm/Agency. The Application Forms can be downloaded from Bank’s Website link under the section “Tender” https://www.rbi.org.in/scripts/BS_ViewTenders.aspx or from MSTC portal <https://www.mstcecommerce.com/eprhome/rbi>.

Duly completed applications, in the prescribed format along with necessary enclosures, should be submitted online on <https://www.mstcecommerce.com/eprhome/rbi> **latest by 12.00 noon on October 18, 2021**. The eligible tenderers should ensure to submit complete applications online on the MSTC portal before the specified time and date as tenders will not be accepted after the prescribed time and date. The Bank reserves the right to accept any or reject any or all applications without assigning any reasons.

The technical bids shall be opened online on October 18, 2021 at 4:00 pm. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Tender document can be downloaded from website www.rbi.org.in or from MSTC portal as mentioned above. Any amendment(s) / corrigendum / clarifications with respect to this

tender shall be uploaded on these websites only. The tenderer should regularly check the above websites for any Amendment / Corrigendum / Clarification.

The Chief General Manager-In-Charge

Department of Supervision

Central Office

Mumbai

Section – I: Important Instructions Regarding E-tender

This is an e-procurement event of Department of Supervision, Reserve Bank of India, Mumbai. The e-procurement service provider is MSTC Limited. You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit its bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/DoS, RBI, Mumbai is not responsible for making such arrangement. (Bids shall not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE FINANCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT

https://www.mstcecommerce.com/eprchome/rbi/buyer_login.jsp

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-procurement → PSU / Govt. Depts → RBI. Register as Vendor by filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. In case of any clarification, please contact MSTC/DoS, RBI, Mumbai, (before the scheduled time of the e- tender).

Contact person (MSTC):

HO help desk numbers- 03340602403, 03340067351, 03340628253, 03340645316, 03340645207, 03340609118

Mr. Manoj Pandey, AM - 9727700986, 0265-2960354, 0265-2960379, 0265-2960385, mpandey@mstcindia.co.in, mstcvda@mstcindia.co.in

Mr. Amar Kumar Joshi, AM - 9601839390, 0265-2960354, 0265-2960379, 0265-2960385, janarendrakumar@mstcindia.co.in, mstcvda@mstcindia.co.in

B) System Requirement:

- i) Windows 7 & above Operating System
- ii) IE-9 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 8 update and above software to be downloaded and installed in the system.
(File Name- Windows X86 Offline)

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied:

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

1. To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options→ custom level (**Please run IE settings from the page www.mstcecommerce.com** once)

For more details, vendor may refer to the **Vendor Guide, Video Guide** and **FAQ** available at www.mstcecommerce.com/eprhome

2. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprhome/rbj. Tenders will be opened electronically on specified date and time as given in the tender.

3. All entries in the tender should be entered in online Technical & Financial/Price formats without any ambiguity.

4. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized, and the vendor shall receive a system generated mail.

Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

5. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

6. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

7. Bidding in E-tender:

a) Bidder(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fee is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

b) The process involves Electronic Bidding for submission of Technical and Financial/Price Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt. depts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common

terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not running, then the vendor will not be able to save/submit Technical bid.

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Financial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Financial bid. Once both the Technical bid & Financial bid have been saved, the vendor can click on the "Final submission" button to register their bid.

f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.

i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.

k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

8. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

9. No deviation to the technical and financial terms & conditions are allowed.

10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

11. Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize themselves with the system before bidding.

1. Introduction

1.1 Reserve Bank of India (RBI) is entrusted, inter-alia, with the responsibility of supervising the banks¹ in India under various provisions of the Banking Regulation Act, 1949 (hereinafter referred to as BR Act) and Reserve Bank of India Act, 1934, Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, State Bank of India Act, 1955, State Bank of India (Subsidiary Banks) Act, 1959. The supervisory jurisdiction of the RBI extends over Banks, Urban Cooperative Banks (UCB), NBFCs, Payment Banks, Small Finance Banks, Local Area Banks, Credit Information Companies and select all India financial institutions. The RBI undertakes supervision of these Supervised Entities (SEs) with the objective of assessing their financial soundness, solvency, asset quality, governance framework, liquidity, and operational viability, so as to protect depositors' interests and financial stability. The substantive objective of RBI's statutory inspection is to verify whether the conditions subject to which the SE was authorized to undertake its business and the subsequent instructions issued by the RBI continue to be fulfilled by the SE. The RBI undertakes continuous supervision of SEs with the help of on-site inspections and off-site monitoring.

1.2 Manpower Assessment Planning

Internal manpower planning exercises in the Department of Supervision of the Reserve Bank of India (the Department), as part of organizational manpower planning, were typically done on an incremental basis. However, over a period of time, the responsibilities of the Department as well as the expectations of various stakeholders from the Department have increased manifold due to the addition of new tools such as enhanced coverage of existing functions (e.g. detailed analytics and market intelligence, cyber

¹ The term bank includes a banking company as defined in Section 5(c) of Banking Regulation Act, State Bank of India as defined in Section 2(g) of State Bank of India Act, 1955; subsidiary bank as defined in Section 2(k) of State Bank of India (Subsidiary Banks) Act, 1959 and corresponding new bank as defined in Sections 2(d) and 2(b) of the 1970 and 1980 Acts respectively.

security, etc.), addition of new Supervised Entities (e.g. Small Finance Banks, Payment Banks and Credit Information Companies, etc.), new areas requiring supervision (e.g. fintech firms, cyber frauds, etc.) and many more SEs are likely to be added under the ambit of RBI's regulation and supervision thereby increasing the responsibilities manifold. The Department was also unified in 2019 by merging all supervisory departments with the objective to develop a holistic approach to supervision to address growing complexities, including size, interconnectedness, and emerging technologies in the sector, as also to deal more effectively with potential systemic risks from supervisory arbitrage and information asymmetry. All these changes have necessitated that an objective assessment of manpower requirements of the Department is carried out in terms of its revised/enhanced mandate and comprehensive coverage of its supervisory functions keeping an eye on the rapidly changing supervisory landscape. *A realistic zero-based assessment may also require its benchmarking to the global supervisors to get insights on the improvements required in the manpower on numbers, technical and competitive fronts.*

1.3 The exercise of the kind visualized requires an unbiased and objective third-party assessment. Reserve Bank of India (RBI) is looking towards engaging an external professional/consultant of Global repute with an expertise in carrying out similar assessment preferably for Regulators/ Supervisors/ Financial Institutions of major economies.

1.4 Objective and scope of work for Consultant

The broad Scope of Work would be as under:

(i) Zero Based Assessment of Manpower in numerical terms and in terms of skill sets, as per the mandate of the Department, job description as envisaged in the job cards, expectations of stakeholders from RBI and with benchmarking to the global supervisors. This assessment should be done on a forward-looking basis so as provide for all possible challenges and/or additional areas of work pertaining to RBI's supervisory function that may potentially emerge over next 10 years.

(ii) Amendment/addition/upgradation in existing job cards and creation of job cards wherever not available with competency/ skillset wise breakup.

(iii) Suggest various modes of filling the gap in respect of manpower requirements, if so, on an immediate basis as also on short, medium, and long-term basis as per the global experience in the matter.

(iv) Benchmarking of the process for development of competencies/skill sets to best HR practices followed by the supervisors of major economies.

2 Eligibility Criteria

- The applicant should be a professional consultancy firm of international repute.
- The applicant firm should possess relevant experience in handling projects of Manpower Assessment, preferably including for Regulators/ Supervisors/ Financial Institutions of major economies.
- The applicant firm should have a proven track record of successfully handling and execution of projects involving Manpower Assessment as mentioned above.
- The applicant firm should have adequately qualified/ experienced resources to handle this type of project.
- The Applicant firm shall undertake to complete the project within given time frame of maximum 16 weeks, failing which RBI will have the right to terminate the services of the firm by giving a notice of 14 days.
- The applicant firm should guarantee the completion of the project in a time bound manner as per timelines stipulated by RBI.
- The applicant firm should not have conflicts with other assignments / jobs or their own corporate interest and should act without consideration for future work.

In case the applicant firm had been debarred / blacklisted or any penalty imposed by any jurisdiction in past, then the details regarding the same should be provided as per the format given in [Annex H1](#).

3. Summary of RFP

This Request for Proposal (RFP) by the Reserve Bank of India (hereinafter called "RBI"/"the Bank") is to invite proposals from the eligible firms for Manpower Assessment of the Department of Supervision on Zero-Based Budgeting basis in terms of numbers and skill sets.

Duly completed applications, in the prescribed format along with necessary enclosures, should be submitted online on <https://www.mstcecommerce.com/eprochome/rbi> latest by **12.00 noon on October 18, 2021**. The eligible tenderers should ensure to submit complete applications online on the MSTC portal before the specified time and date as tenders will not be accepted after the prescribed time and date. The information desired in the bid document needs to be provided in full. Incomplete information may lead to rejection of bid. For queries and clarifications regarding the RFP, please email to tagmpe@rbi.org.in

The key indicative dates for submission and evaluation of bids are as under:

Last date for requesting any clarification	September 30, 2021
Last date for RBI to respond to clarifications sought by the consultants	October 04, 2021
Commencement of acceptance of bids	September 23, 2021
Last Date and Time for Receipt of Bids at RBI	October 18, 2021 (12.00 Noon)
Date and time of opening of Technical Bids	October 18, 2021 (04.00 PM)
Presentation by consultants	October 20, 2021

RBI reserves the right to change the dates mentioned in the RFP, which is published in the RBI website www.rbi.org.in and available at <https://www.mstcecommerce.com/eprochome/rbi>. If the dates are required to be postponed, the bidders would be advised accordingly.

3.2 Disclaimer

(i) Please note that this document is only **a request for proposal (RFP)** and **not an offer**. Without limiting its rights in law or otherwise, RBI reserves the right, in its absolute discretion, at all times, in relation to accepting or rejecting any RFP response, varying or discontinuing the RFP and related processes. RBI shall not be bound to give reasons for any decision made under this clause and its decision will be final and binding on all respondents to this RFP.

(ii) This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the bidder.

(iii) This RFP has been floated with a view to invite technical and financial bids from the eligible firms. RBI's decision in this regard would be final. It may also be noted that the job descriptions as envisaged in the job cards, expectations of stakeholders and competency wise skill set breakup is proprietary and confidential, and it cannot be shared in any form by the bidders to any person/party not associated with this assignment.

(iv) The consultant would work in close co-ordination with officers of RBI's Department of Supervision in Mumbai. Further, the consultants' report/ recommendations should be based on research (including cross country experiences) and supported by relevant data.

(v) All pages of the RFP document should be serially numbered.

(vi) If any information sought in this document is missing or vague or not clearly specified by the applicant, it will be assumed that the firm is not in a position to supply the information.

(vii) The applicant shall bear all costs associated with the preparation and submission of their bids.

(viii) The fees for the final assignment will be payable in Indian Rupees.

(ix) All matters relating to this activity shall be governed by the laws of Union of India. Courts at Mumbai shall have the jurisdiction to decide or adjudicate on any matter, which may arise.

(x) RBI requires that the selected applicant provide professional, objective, and impartial advice and at all times hold RBI's interest paramount, strictly avoiding conflicts with other assignments / jobs or their own corporate interest and act without consideration for future work. The consultant shall be under an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of RBI, or that may reasonably be perceived as having this effect.

(xi) The applicant consultant firm is expected to examine all instructions, forms, terms, and specifications in the RFP. Failure to furnish all information required by the RFP or failure to submit a bid not substantially responsive to the RFP in every respect may result in the rejection of the bid.

4. Instructions to consultants

4.1 Broad scope of Project and Deliverables

The Bank intends to make an objective assessment of manpower requirements of the department in terms of its revised/ enhanced mandate and comprehensive coverage of its supervisory function keeping an eye on the rapidly changing supervisory landscape.

In this regard, the consultant shall perform at least the following tasks in consultation with RBI:

Sr No.	Tasks	Details	Deliverables
(i)	Benchmarking of the process for development of competencies/ skill sets to best HR practices followed by the supervisors of	The consultant would need to study the global best practices followed by central banks/ supervisors/ regulators/ Financial Institutions in jurisdiction of major economies as per their past experiences.	Detailed gap assessment report highlighting the gaps identified and recommendations as per international best practices.

Sr No.	Tasks	Details	Deliverables
	major economies.		
(ii)	Job description and upgraded job cards with skill sets/ competency wise break up.	The consultant would be required to study and comprehend the job requirements based on present workflows and/or job cards, international best practices, enhanced mandate, expectation of the stakeholders and incorporating the likely challenges in supervision in the next ten years. They would be required to transform their assessment into job cards with skill sets/ competency wise break up.	Amendment, addition, upgradation in existing job cards and creation of job cards wherever not available with competency / skillset wise breakup.
(iii)	Zero based assessment of Manpower in numerical terms and in terms of skill sets.	The consultant would, after finalizing the job cards, on the basis of international best practices, enhanced mandate, expectation of the stakeholders and incorporating the likely challenges in supervision in the next ten years, arrive in numerical terms the manpower required.	The consultant would provide a clear assessment of manpower in numerical terms as well as in terms of competencies/ skill sets under different scenarios such as (a) as per existing scenario, (b) as per projections under different horizons like short, medium and long term, etc, with a rationale.

Sr No.	Tasks	Details	Deliverables
(iv)	Gap filling measures with strategies for implementation.	The consultant would, on the basis of global experience, recommend the various modes of filling the gap in respect of manpower requirements in immediate, short, medium and long-term basis.	Provide a set of recommendations/suggestions on the modes of filling the envisaged gaps with specific time frames and strategies.

4.1.1 The key personnel being deployed for assignment should have been involved in similar work in the past and should possess the requisite domain expertise.

4.1.2 The consultant would be required to complete the entire project within given time frame of 16 weeks, failing which RBI reserves the right to terminate the services of the firm by giving a notice of 14 days. The consultant firm should be in a position to guarantee the completion of the project in a time bound manner as per timelines to be stipulated by RBI.

4.1.3 The consultant would be required to give a Letter of authorization, authorizing the person signing on behalf of the applicant and Commitment to sign Non-Disclosure Agreement, wherever required.

4.2 Terms of Payment /Penalty

(i) The payment to the consultant shall be made in Indian rupees in one go on completion of all activities to the satisfaction of RBI within the specified time frame. The Consultant should note that the Contract for works under this RFP will be with the Chief General Manager-In-Charge, Department of Supervision, Reserve Bank of India, Mumbai. Payments to the Consultant shall be made in accordance with the agreed payment schedule incorporated in the Contract.

(ii) The consultant would be required to provide necessary documents relating to the payment including the taxes paid as per extant laws.

4.3 Consortium

Formation of consortium or association of consultants and outsourcing or sub-contracting is not allowed. However, during the implementation of the project, if the circumstances so require, the RBI at its discretion may permit the consultant to engage with outside experts/third parties to a limited extent.

4.4 Key Professional and Expected Inputs of Key Personnel

The consultant would be required to specify the respective responsibilities to be discharged by each key personnel deployed for the project. The details of the experience of key personnel in the field of risk-based supervision and other relevant areas may be provided in brief as per [Annex E](#) & [F](#) given in Appendix.

4.5 Preparation of bids

4.5.1 Language of Bids

The bid and all the relevant communications with RBI shall be in English. In preparing their bid, the consultants are expected to closely examine the documents comprising the RFP in detail and furnish all information desired therein. Material deficiencies, if any, in providing the information requested may result in outright rejection of the bid.

4.5.2 Format and signing of Bid

(i) The applicant must include the following documents with their bid:

- Technical bid
- Financial bid
- Earnest money deposit (EMD)

4.5.3 Documents comprising the Bid

The response to the RFP should contain the following documentation to support eligibility:

a) Technical Bid

The technical bid should be complete in all respects and contain all information required in the RFP document. It should not contain any price information. Technical bid containing any price information shall be rejected outright.

The documents comprising the technical bid should contain the following:

- (i) A detailed bid of the firm indicating stage wise approach and deliverables.
- (ii) A list of technical and managerial personnel to be involved (full time, part time, advisory or otherwise).
- (iii) The details should be given as per the [Annex A](#), [B](#), [C](#), [D](#), [E](#), [F](#), [G](#), [H](#), [H1](#) and [J](#) given in Appendix.
- (iv) Any technical bid not containing the above shall be liable for rejection.

b) Financial Bid

- (i) The financial bid will be submitted as per [Annex H](#) given in Appendix. Financial bid should be binding upon the firm up to expiration of the validity period of the bid.
- (ii) Financial bid should contain financial quote mentioning the total price / cost of undertaking the assignment and shall be inclusive of all out-of-pocket expenses of the consultant. GST and any other tax / statutory charges to be paid by the consultant and claimed from the Bank have to be shown separately. Relevant price information and the rates should be quoted in Indian Rupees only. The financial bid should not contradict / qualify the technical bid in any manner. Financial bids containing any deviations shall be summarily rejected.

c) Earnest Money Deposit (EMD)

An earnest money deposit (EMD) of INR 100,000/ (Rupees One Lakh only) shall be paid through NEFT at the time of submitting the bid. The account details for NEFT transfer is as under:

A/c. No – 41869229908

IFSC Code: RBIS0COD001 (5th, 9th and 10th characters are ZERO).

A/c. Name: Reserve Bank of India

No interest shall be payable by RBI on the sum deposited as EMD. EMD shall be returned to the unsuccessful bidders within one month from the date of the finalisation of a consultant. EMD will be returned to the successful consultant on the signing of the contract and submission of a performance guarantee by the consultant for undertaking to complete the work to the satisfaction of RBI.

The aforesaid EMD shall be forfeited:

- (i) If the bid is withdrawn during the validity period or any extension agreed by the consultant thereof; or
- (ii) If the bid is varied or modified in a manner not acceptable to RBI after opening of bid but during the validity period or any extension thereof; or
- (iii) If the consultant tries to influence the evaluation process; or
- (iv) Withdrawal of the bid by the consultant after the last date of submission of the bid document; or
- (v) Failure to execute the contract on declaration of a consultant as a successful consultant and/or failure to furnish the performance guarantee in terms of this RFP.

Without prejudice to the above, if the successful consultant fails to execute the contract, the consultant is liable to be prohibited for a period of 3 years from participating in any of the tender bids invited by RBI.

4.5.4 Delivering the Bid

Duly completed applications, in the prescribed format along with necessary enclosures, should be submitted online on <https://www.mstcecommerce.com/eprochome/rbi> latest **by 12.00 noon on October 18, 2021.**

Any bid received after the deadline for submission shall not be considered.

4.5.5 Cost of Bidding

The consultant shall bear all costs associated with the preparation and submission of its bid and RBI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.5.6 Government Regulations

The consultant shall, at its own costs, obtain and maintain all licence and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the consultant to fulfil all its obligations under the contract.

4.5.7 Clarification

Queries related to this RFP, if any, may be addressed at e-mail – tagmpe@rbi.org.in. The queries shall be responded through e-mail. No queries will be accepted on telephone. All queries would be accepted only up to the specified date.

4.5.8 Amendment of RFP

At any time prior to the last date of submission of bid, the RFP shall stand modified to the extent of the clarification given, if any, by the RBI. This modification may be on account of any reason, whether at own initiative or in response to clarification requested by an applicant. The modification to the RFP, would be duly communicated to the firms.

4.5.9 Bid Prices

(i) Before bidding, the consultant shall satisfy himself as to the correctness and sufficiency of its bid for the supply of the services and all matters and things necessary for the proper execution and completion of the supply regardless of whether such matters or things were specifically set out in the bid.

(ii) The consultant shall notify RBI in writing of any ambiguity, discrepancy, conflict, inconsistency, or omission in or between any of the contract documents that may at any time be found. If the consultant discovers any ambiguity, discrepancy, conflict,

inconsistency or omission in any contract document, the consultant shall notify and seek clarification about the same from RBI within the timeframe indicated above.

(iii) The consultant shall be held to have been thoroughly acquainted by its own independent observations and enquiries with the nature, extent and practicality of the services required and all other matters which can in any way influence his bid price. The bid price shall be deemed to have included the performance of all services to meet the requirements as specified in the Request for Proposal irrespective of whether such items and/or services have been specifically listed or priced in the Bid.

4.5.10 Price Freezing

The price finalised shall remain valid for the duration of the contract until the end of implementation. However, RBI will pay higher or lower GST or other taxes liable to be paid by the consultant and indicated specifically in the financial bid, as per the rates stipulated by the Government. It is made clear that RBI will not reimburse any tax on income of the consultant and the reimbursement of taxes shown in the financial bid would be subject to the satisfaction of RBI about the consultant's liability to make such payments, wherever so found necessary.

4.5.11 Period of validity of Bids

The bids shall be valid for a period of not less than 60 days (sixty days) from the date of opening of Financial Bid.

4.5.12 Deadline for Submission of Bids

The last date for submission of the bids is October 18, 2021 (12.00 PM/noon) to be submitted online on <https://www.mstcecommerce.com/eprhome/rbi>. It may be noted that the RFP documents (technical bids) received till 12.00 noon on October 18, 2021 shall be opened on October 18, 2021 at 04.00 PM at RBI, WTC, 3rd Floor, Cuffe Parade, Mumbai. Due to situation of pandemic, physical presence of outsiders is being avoided in line with Government guidelines. Consultants desirous of attending the bid opening process through virtual mode may send in a request at the following email id – tagmpe@rbi.org.in before 12 pm on October 18, 2021.

4.5.13 Late Bids

Bid received after the last date of submission of bid and time shall be summarily rejected. Time shall be considered as the essence of the contract to be entered into between RBI and the consultant and under no circumstances, extension of time limit shall be allowed. The time frame indicated by RBI requires completion of the complete job within the specified time period and the consultant has to strictly adhere to the same.

4.5.14 Modification and Withdrawal of Bids

The applicant may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the RBI prior to the last date of submission of bid. No modification or withdrawal shall be permitted by the applicant after the last date of submission of bid.

4.5.15 Replacement of Key Personnel

The RBI will not normally consider any request of the selected consultant for replacement of key personnel as the ranking of the consultant is based on the evaluation of key personnel and any change therein may invalidate the ranking. Replacement may, however, may be permitted if the key personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the RBI or else this may lead to disqualification of the consultant or termination of the agreement. The replacement of key personnel would be at the discretion of the RBI and with prior approval.

4.6 Bid Evaluation

RBI has constituted a Technical Advisory Group (TAG) consisting of senior officers of the Bank for carrying out the evaluation of bids and monitoring the process.

4.6.1 General conditions

From the time the bids are opened to the time the contract is awarded, the consultants should not contact RBI on any matter related to its technical and/or financial bid. Any effort by consultants to influence RBI in the examination, evaluation, ranking of bids, and recommendation for award of contract may result in the rejection of the consultant's bid.

4.6.2 Presentation by the Consultants

The short-listed applicant firm may be invited to make a presentation to enable decision making. The presentation from the applicants may elaborate upon the bid highlighting the methodology and the process that would be adopted for the work mentioned by the applicant. This should also specify the approach of the applicant firm to ensure completion of the project within timelines stipulated.

4.6.3 Bid Evaluation Weightage

The technical bid would carry a weight of 70% while the financial bids would carry a 30% weightage.

4.6.4 Evaluation of Technical Bids

TAG while evaluating the technical bids shall have no access to the financial bids until the technical evaluation is concluded, and the Competent Authority accepts its recommendations. The TAG shall evaluate the technical bids on the basis of their responsiveness to the objective and scope of the work based on the evaluation criteria as detailed below. In the first stage of evaluation, a bid shall be rejected if it is found deficient vis-a-vis the requirements indicated in the section "Preparation of Bids" for responsiveness of the proposal. Only responsive bids shall be further taken up for evaluation. The evaluation criteria for the technical bids are as below:

S. No.	Parameters	Weightage
1	Relevant experience (as mentioned in Para 2, experience preferably in major economies) on Assessment of Manpower (based on number of projects successfully handled).	30%
2	Previous projects in Zero based budgeting method for assessment of manpower.	20%
3	Number of key professionals proposed to be deployed for the project	25%
4	Professional/educational qualifications / expertise of key professionals deployed for the project	25%
Total		100%

RBI will use normalization method to score the technical bids. The consultant who scores the highest marks in the technical bid gets 100% marks in technical evaluation of bid. The percentage of marks of other consultants in technical evaluation will be decided on the basis of proportion of percentage of marks awarded to the consultant receiving the highest marks. For example: If consultant A gets 60 marks in the technical evaluation, which is the highest score in the technical evaluation process, then, consultant A will be assigned 100% marks in technical evaluation. If consultant B gets 54 marks in technical evaluation, his score will be $100 \times 54 / 60 = 90\%$ marks in the technical evaluation.

Only those consultants who score 45% marks and above on the technical evaluation criteria, as decided by the TAG will be considered technically qualified for financial evaluation. The financial bids of the consultants with technical marks less than 45% will not be considered for financial evaluation. RBI reserves the right to reject any or all the responses received for RFP without assigning any reasons whatsoever.

4.6.5 Opening & evaluation of the Technical and Financial Bids

Firstly, the technical bids will be opened, reviewed and evaluated. Post review and finalisation of technical bids, the financial bids shall be opened in the presence of the bidders/their authorised representatives. Consultants desirous of attending the bid opening process through virtual mode may send in a request at the following email id – tagmpe@rbi.org.in.

4.6.6 Overall evaluation

The overall score will be calculated as the weighted average of technical and financial scores obtained by the consultants in a pre-defined proportion, as indicated at paragraph 4.6.3.

4.7 Force Majeure

(i) Notwithstanding the provisions of the bid, the bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or

other failure to perform the obligations under the contract, is the result of an event of Force Majeure.

(ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault of negligence and not foreseeable. Such events may include, but are not restricted to, acts of like wars, or revolutions, fires, floods, pandemics, quarantine restrictions, and freight embargoes.

(iii) If a Force Majeure situation arises, the bidder shall promptly notify the RBI in writing of such conditions and the cause thereof. Unless otherwise directed by the RBI in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The RBI may terminate the contract, by giving a written notice of minimum 21 days to the bidder, if, as a result of Force Majeure, the bidder is unable to perform a material portion of the contract for a period of more than 75 days.

4.8 Award of Contract

Based on overall evaluation, the assignment shall be awarded to the successful bidder.

4.8.1 Confidentiality

(i) Consultant shall maintain strict confidentiality of information / data shared for the purpose and the same shall not be used elsewhere. Also, the consultant firm shall provide a certificate that entire information / data received from RBI for the purpose of this assignment has been permanently deleted/ destroyed or returned to RBI immediately after completion of the project to the satisfaction of RBI. Failure to do so will result in blacklisting. An undertaking to this effect may be provided by consultant if requested by RBI.

(ii) Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the bidders or to other persons not officially concerned with the process, until the publication of the award of Contract. Any undue/inappropriate use of confidential information related to the process by any bidder may result in the rejection of its bid. (iii) Consultant shall submit the commitment to sign Non-Disclosure Agreement wherever required.

4.8.2 Signing of Contract

On completion of the bidding process and award of contract, the successful bidder shall have to sign a contract to this effect within a specified timeline, the terms and condition shall be specified in the contract document. Once all the required approvals are sought, RBI will notify the successful consultant and send the contract for execution. Within a period of 15 days, the successful consultant shall execute the contract with RBI.

4.8.3 Infrastructure facilities proposed for the consultant at RBI

(i) RBI shall make available the necessary requirements to the selected consultant in terms of office space and other reasonable support required during the assignment. The persons while in the premises of RBI shall be guided by the rules and regulations of RBI as applicable.

(ii) Access will generally be limited to the information that is available in the public domain. The sharing of confidential information if required, shall be at the sole discretion of RBI and shall be decided on case-to-case basis. RBI shall also endeavour to assist in making available other information/data required by the consultant in connection with the project. However, delay in completion of the project/poor quality of the output may in no case be attributed to the non-availability of the expected proprietary/supervisory information/data at RBI's end.

4.8.4 Indemnification

(i) The consultant shall, subject to the provisions of the agreement, indemnify the RBI, for an amount not exceeding 1.5 times the value of the agreement, for any direct loss or damage that is caused due to any deficiency in services.

(ii) The consultant shall, at its own cost and expenses, defend and indemnify the Bank against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India or internationally.

(iii) The consultant shall expeditiously meet any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party

resulting from such infringement, the consultant shall be fully responsible therefor, including all expenses and court and legal fees.

(iv) The consultant shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses/damages, which the Bank may suffer on account of violation by the consultant of any or all national/international trade laws, norms, standards, procedures, etc.

4.9 Dispute Resolution

All disputes and differences of any kind, whatsoever, arising out of the consultancy propositions shall be referred by either party (the Bank or the consultant), after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute/differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of this contract, executed between the Bank and the consultant. The arbitration shall be governed by the provisions of the applicable Indian Laws. The award shall be final and binding on both the parties. The venue for arbitration shall be at Mumbai, India. The cost of arbitration shall be borne by parties equally. Courts in Mumbai alone shall have exclusive jurisdiction to decide matters arising out of the Contract.

4.10 No Employer-Employee Relationship

The consultant or any of its holdings/subsidiaries/joint-ventures/ affiliates / groups / client companies or any of their employees / officers / staff / personnel / representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents. The consultant shall undertake that the engagement of employees by them for the project shall be in full compliance of the labor laws in force in India and RBI shall not be responsible for any liabilities arising on account of any violation made by the consultant in this regard.

4.11 Non-Solicitation

The consultant, during the term of the contract and for a period of two years thereafter, shall not, without the express written consent of the Bank, directly or indirectly: a) recruit,

hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services under the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

4.12 Ownership of deliverables

The materials, documents, manuals, templates, and other related item generated as a direct product from this project or as a by-product to this project shall be the sole properties of RBI. The vendor is not authorized to use any material proprietary to RBI elsewhere, either in part or full, without prior written permission of RBI. Any publicity by the bidder consultant in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

4.13 Sexual Harassment

The consultant shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the consultant and the consultant shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the consultant against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The consultant shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the consultant, for instance any monetary relief to Bank's employee, if sexual harassment by the employee of the consultant is proved. The consultant shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. The consultant shall provide a complete and updated list of its employees who are deployed within the Bank's premises. Note: The RFP document is available in English, as well as in Hindi. The English language version of this RFP document shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

APPENDIX

Annex A: Letter of Proposal Submission

FROM:

To
The Chief General Manager-In-Charge
Department of Supervision
Central Office
Reserve Bank of India
Mumbai 400005

SUBJECT: Request for Proposal - Consultants for Manpower Assessment of Department of Supervision

Dear Sir,

We, the undersigned, offer to provide our consulting services for "**for Manpower Assessment of Department of Supervision**", in accordance with your Request for Proposal (RFP) dated **September 23, 2021**. We are hereby submitting our Bid, which includes this technical bid and financial bid through MSTC portal at <https://www.mstcecommerce.com/eprchome/rbi>. While requisite EMD has been deposited through NEFT.

We hereby declare that all the information and statements made in this bid are true and accept that any misrepresentation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the bid, we undertake to negotiate on the basis of the proposed staff. Our bid is binding upon us and subject to the modifications resulting from contract negotiations.

We understand that the terms of RFP are binding on us and RBI is not bound to accept any bid that it receives. We are aware that RBI reserves the right to reject any or all the responses received for RFP without assigning any reasons whatsoever.

Yours sincerely,

(Signature of the Authorized Representative)

Name of the Authorized Representative:

Enclosures:

Seal of applicant:

Date of submission: _____

Annex B: Consultant's Organisation

[Please provide a brief description of the background and organization of your firm /entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm, etc. Information on the firm's core business, years in business, technical and managerial capabilities should also be included here].

Annex C: Consultant's Experience including Abroad

Please provide detailed information on clients / projects undertaken by the firm in the last five years (please list assignments which are similar in nature to the proposed RBI assignment). Use the format below to provide information for which the consultant was legally contracted for carrying out consultancy assignment. You may mention more than one assignment under the same client if relevant (use separate sheet for each client).

Relevant Experience

1	Client name and contact information
	<ul style="list-style-type: none"> • Name: • Title: • Institution: • Address*: • Telephone: • Email :
2	Consultant lead
	<ul style="list-style-type: none"> • <Person from the Consultant who led the project>
3	Nature of the project
	<ul style="list-style-type: none"> •
4	Key deliverables of the project
	<ul style="list-style-type: none"> •
5	Project date and duration
6	Approximate project value

* The acceptance of a tender/other correspondences will be communicated in writing at the address supplied by the consultant in the tender response. Any change of address of the consultant, should therefore be promptly notified

Annex D: Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and the work plan are key components of the technical bid. The consultancy firm is suggested to present their technical bid divided into the following sections:

- a) Technical Approach and Methodology,
- b) Work Plan
- c) Organization and Staffing
- d) Others

Additionally, the consultant should also give a brief note about the data requirements, services, and other infrastructural facilities that it expects to receive from RBI.

Annex E: Team Composition and Task Assignments

Please complete the table below, indicating the name of each team member to be assigned to the project, their area/s of expertise, the position assigned and their respective tasks for this project:

Name of team member	Area of Expertise	Position Assigned	Task Assigned

Annex F: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*roles mentioned below*²]: _____
2. **Name of Firm** [*name of firm proposing the staff*]: _____

3. **Name of Staff** [*full name*]: _____
4. **Date of Birth**: _____ **Nationality**: _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations**: _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **International Work Experience**: [*List of overseas supervisory authorities where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employer organization, positions held.*]:

²Roles:

1. Project Director: Senior Consultant responsible for overall delivery.
2. Project Manager: Full time Project Manager to manage day-to-day activities, delivery and work-plan.
3. Working team member: Full time working team members working with the Project Manager for day-to-day delivery.
4. Expert Panel: Senior people who can be drawn upon as required during the course of the project for specific topics /sectors.

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work undertaken that best illustrates capability to handle the tasks assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

Annex G: Form of Self Affidavit / Declaration

[To be submitted in firm's/company's letter head only]

We, M/s _____, are one of the BIDDERS for providing consultancy services to the Reserve Bank of India for **“Manpower Assessment of Department of Supervision”**

We hereby declare that our Firm / Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that in case RBI finds our averments are not true and incorrect, RBI can initiate necessary action against us, as deemed fit.

We also declare that we have not been debarred from any country for corrupt practices.

Authorised Signatory
(Seal)

Annex H: Financial Bid

FROM:

To

The Chief General Manager-in-Charge

Department of Supervision

Central Office

Reserve Bank of India

Mumbai

SUBJECT: Financial Bid – Manpower Assessment for Department of Supervision

Dear Sir,

We, the undersigned, offer to provide our consulting services for "**Manpower Assessment for Department of Supervision**" in accordance with your Request for Proposal dated **September 23, 2021** and our technical bid. Our attached financial bid is for the sum of Rs _____ (Rupees _____ only). This amount is in Indian Rupees inclusive of the domestic taxes and other expenses. We hereby confirm that the financial bid is unconditional, and we acknowledge that any condition attached to financial bid shall result in rejection of our financial bid.

Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the bid. We understand you are not bound to accept any bid you receive.

Yours sincerely,

Signature of the Authorized Representative

Enclosures:

Seal of applicant:

Date of submission: _____

Annex H1

Details of penalty (ies) levied/ debarment in other jurisdictions – All instances

Sl. No.	Name and address of the Supervisor/ authority that levied penalty or debarred the firm	Quantum of the penalty	Period of debarment	Reasons for penalty/ debarment	Whether accountability fixed internally – names, if any	Corrective Action initiated, if any	Remarks

REVENUE AND PROFIT FIGURES OF THE FIRM
(Please provide the figures in Indian Rupees / USD)

Table 1: Revenue from consultancy activities in India

Sl. No.	Financial Year	Total Revenues (Rs.)	Revenue from Consultancy Services in India (Rs.)	Revenue from HR Consultancy (Rs)	Profit After Taxes (Rs.)	Net Worth
1	2018-19					
2	2019-20					
3	2020-21					

Table 2: Revenue from Global consultancy activities

Sl. No.	Financial Year	Total Revenues (Rs.)	Revenue from Consultancy Services (Rs.)	Revenue from HR Consultancy (Rs)	Profit After Taxes (Rs.)	Net Worth
1	2018-19					
2	2019-20					
3	2020-21					

- a) Please provide the exchange rate (with date), if used for the conversion from other currency.
- b) Please attach certified copies of audited revenue accounts showing income from consultancy & balance sheets for the last 3 financial years.
- c) Documents should reflect the financial situation of the applicant or partner to a JV and not sister or parent company.
- d) Historic financial statements submitted must be audited by a chartered accountant.
- e) Historic financial statements must correspond to the accounting periods already completed and audited.

Date:

Signature of the Consultant / Authorised representative

