

Clarifications/Modifications post pre-bid meeting held on 18th April,2016 are given below:-

Sr. No.	RFP Document Reference(s) (Section & Page Numbers(S))	Content of RFP requiring clarification (s)	Point of Clarification	Clarifications/ Modification
1.	Annexure 3- Eligibility Criteria Page 49	Item no. 6 : The bidder should be a profit making Certified copies of Audited Financial company/ firm during at least 2 out of the Statements (and annual reports, if immediate three consecutive financial years. Item no. 7: The Bidder should have an average turnover of INR125.00 crore of the last three financial years and average Net worth of INR50 crore in last financial year and experience with large NBFC'S or large banks.	Owing to our entity status of the LLP, we would not be able to share our financial information with other entities.	A certificate from the Statutory Auditors or a Chartered Accountant would be accepted.
2.	Annexure 3- Eligibility Criteria Page 49	Supporting documents to be submitted for Item No. 7 also requires the bidder to "also furnish the information in Annexure O	Annexure O has not been included in the RFP document. Request you to kindly provide the details.	Annexure O is enclosed.
3.	Chapter 3.3 Project Scope Page 17	The work in this programme will focus across SICOM and its subsidiaries, and should address potential new opportunities such as Digitization, Analytics, lending to SME's through e-commerce	Kindly provide the names of SICOM subsidiaries which are to be considered within ambit of the RFP scope.	The subsidiaries of SICOM are as follows: -SICOM ARC ltd -SICOM Reality ltd -SICOM Investment & Finance ltd (SIFL)

		platforms etc. as well as conduct assessment of its core business opportunities and working towards a holistic operating model review.		
4.	Annexure 4- Approach , Methodology, and Work Plan Page 51	The submission should highlight Management Consultancy firm's analysis of the current issues before SICOM and likely solutions to address these.	Request you to kindly let us know if SICOM can share any further data/inputs on its current state for the purpose of analysis to be included in the RFP submission.	Consultants may rely upon the information about SICOM available in the public domain.
5.	Chapter 3.3 Project Scope- Phase 2 Implementation Support Page 18	Phase 2 covers the implementation of the strategy as defined and approved by SICOM in phase 1 of this assignment across entire SICOM.	It is assumed that the implementation assistance excludes Technology Related assistance (e.g. Vendor selection and implementation support), advisory services for partner selection and transaction advisory support for implementation identifies venues of fund raising. Kindly confirm.	It is confirmed that implementation assistance excludes Technology Related assistance (e.g. Vendor selection and implementation support), advisory services for partner selection and transaction advisory support.
6.	Annexure 3- Eligibility criteria	The consultant firm should be a Government Certified copy of the Certificate of Organization/ Public Sector Company/Incorporation	We are a Limited Liability Partnership 'LLP'. Kindly confirm that this legal entity status is acceptable.	LLPs is acceptable as constituent for the consultant.

		issued by the Registrar /Private Limited Company of Companies and Certificate of registered or Incorporated India.		
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Sr. No.	Clause No. and Page No.	RFP Term	Bidders for request for clarifications and amendments	Remarks
7.	Clause 2.11 page 12	Eligibility Criteria- point no. 6	<u>Amendment suggested:</u> Since we are a privately held co. our global norms restrict us to submit our financial statements. We request you to provide the option for submitting certificate from auditors or a chartered accountant as proof of profit in two out of three financial years. The same flexibility has been given on SI no 7 of same item; we request replication of same for SI No 6.	A certificate from the Statutory Auditors or a Chartered Accountant would be accepted.
8.	Clause 2.11.1 page 15	Format for Technical Proposal	<u>Clarification:</u> It is mentioned that" A copy of the RFP along with the addendum duly putting the seal and signature on all the pages of the document for having noted content and testifying conformance of all terms and conditions". Is this required to be included in the submission. If so, then please clarify which envelope does this need to be included in?	To be included in the main envelope.
9.	Clause 2.12 page 16	Earnest Money Deposit	<u>Request/Suggestions:</u> Earnest money deposit- Consultants may be given an option for placing a "Fixed	EMD should be in the form of Bank Guarantee.

			Deposit “ with a Scheduled Commercial Bank for a pre-defined duration(could be same as bank guarantee period)and marking a lien on the fixed deposit in favour of SICOM.	
10.	Clause 2.12 page 16	Earnest Money Deposit	<u>Clarification:</u> The RFP /bid validity period as mentioned in clause2.3 is 30days from opening the RFP opening date. However the bank guarantee is required for a period of 8 months. Further, Annexure 12 states that “This guarantee will remain in force up to and including 45 days after the period of the bid validity” Could you please clarify the date until which bank guarantee is required.	The bank guarantee should be for a period of 75 days from the start of bid validity period. (The EMD/BG of the firms not qualifying in the final bid will be returned within one week of decision being taken)
11.	Clause 4.2 page 20	Preliminary Scrutiny	<u>Request/Suggestions:</u> Para 3-“ ... team proposed in the technical proposal will need to necessarily be made available to SICOM for assignment delivery.”-This clause may be made applicable only to the Senior team member (Team Leader/Project Director) proposed by the Consultant.	The provisions of RFP will continue to apply without any change.
12.	Clause 6.7 page 32-36	Confidentiality	<u>Amendment suggested:</u> SICOM shall have the	The provisions of RFP will

			ownership of the deliverables/work product(final version) and right to use the Consultant's IP to the extent required to use such deliverables within the organization. Any IP in work product whether preexisting or developed during the course of work to be owned by CONSULTANT subject to RFP terms.	continue to apply without any change.
13.	Clause 6.9 page 37	Publicity	<u>Amendment suggested:</u> It is suggested to make this clause.	The clause is modified as given below:- "Any publicity by the Consultant in which the name of SICOM is to be used should be done only with the explicit written permission of SICOM and any publicity by SICOM in which the name of Consultant is used should be done only with the explicit written permission of Consultant
14.	Clause 6.10 page 38	Solicitation of employees	<u>Amendment suggested:</u> It is suggested to make this clause mutual with a disclaimer that this	The provisions of RFP will continue to apply without

			restriction will not apply to individuals who, without other solicitation, respond to employment advertising in newspapers, trade publications, or other public media	any change.
15.	Clause 6.11 page 38	Inspection of records	<u>Amendment suggested:</u> It is suggested to include an exception to this clause reading "Nothing in the clause shall obligate CONSULTANT to disclose to client any documents or other materials in the opinion of Consultant's legal counsel, legally privileged documents or information that Consultant is bound to maintain as confidential by written obligations to a third party."	The provisions of RFP will continue to apply without any change.
16.	Clause 6.14 page 40	Indemnity	<u>Clarification:</u> For all third party claims, Consultant consents to indemnify for all employee claims, IP infringement, claims arising out of gross negligence/willful misconduct and contravention/noncompliance with applicable laws etc. only but not for other breaches mentioned in this clause. Consultant agrees to be liable for	The provisions of RFP will continue to apply without any change. This should be read with clause 6.20.

			others but it is suggested to delete others from Consultant' indemnity obligations and include in consultant's liability clause.	
17.	Clause 6.20 page 42	Limitation of liability	<u>Amendment suggested:</u> The liability to be restricted to the actual amount paid under the contract. Further, in no event shall either of the parties be liable to the other for any indirect, incidental, special, punitive or consequential damages, including without limitations damages for lost data or lost profits, even if advised as to the possibility of such damages.	The provisions of RFP will continue to apply without any change.
18	Disclosure of deliverables		<u>Additional clause:</u> SICOM not to redistribute Deliverables outside their organization without Consultant's prior written approval, which Consultant will not unreasonably withhold	Additional clause added n RFP at point no. 6.21 as given below :- Disclosure of deliverables :- SICOM not to redistribute Deliverables outside their organization without Consultant's prior written approval

19	General query		In which envelope Annexure 9, 10 and 11 are to be included.	Annexure 9 to be included in Financial bid envelope, Annexure 10 to be included in Technical bid envelope and Annexure 11 to be included in main envelope.
20	Modification in annexure-12			Revised annexure 12 is enclosed.
21	Modification in the scope of Phase 1 of assignment			Revised scope of phase 1 and annexure 1 is enclosed.

Prospective Bidders are requested to note that they would have to make a presentation, which would be considered as part of technical bid, on 2nd May,2016 to the Group-in-Charge committee of SICOM. It may also be noted that the financial bids of the qualifying bidders would be opened on 5th May,2016 at 3pm.

ANNEXURE O - Financial Information

1. Name of the Company/Firm :
2. Type of the Company/Firm :
3. Experience of the Company/Firm (no. of years) in advising NBFCs/Banks :
4. Last two assignments done by the Company/Firm and period:

5. PAT, Turnover and Networth of the Company/Firm in last three financial years:

In crs

Year	PAT	Turnover	Networth
2012-13			
2013-14			
2014-15			

6. Has the Company/Firm been ever black listed by any Government/ Financial :-Institution/NBFCs/Government/ Semi- Government departments/PSUs in India
7. Certificate of Statutory Auditors to be provided confirming the above.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Annexure 12 - BID SECURITY FORM

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To:

The Chief Financial Officer
SICOM Ltd

Solitaire Corporate Park,
Building No.4, 5th Floor,
Guru Hargovindji Road Chakala
Andheri (e)-400 093

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (*date of submission of bid*) for providing Consultancy for 'Strategy Development & Implementation Support' in response to SICOM 's Request for Proposal (RFP) No. _____ (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE _____ (*name of Bank*) of _____ (*name of country*) having our registered office at _____ (address of Bank) (hereinafter called "Bank") are bound unto SICOM (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - (a) fails or refuses to execute the mutually agreed Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. 10,00,000/- (Rupees Ten Lacs only).

Place:

SEAL

Code No.

SIGNATURE.

NOTE:

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.

Revised Phase 1: Strategy Development (2 months)

1. Develop a comprehensive business strategy for SICOM and its subsidiaries.
2. Develop a portfolio strategy covering the various segments in which SICOM and its subsidiaries can operate, including target customers, industries, product range etc. The product lines be so developed that in any phase of the business cycle, SICOM would reap the benefits from one product line or another.
3. Identify key points of differentiation /value proposition to be offered to target customer segments
4. Identify key areas of partnerships that SICOM and its subsidiaries could forge to build a sustainable NBFC business
5. Develop a five year business plan for SICOM and its subsidiaries which includes financial projections on revenues, profits, investment requirements and potential shareholder return/ value creation.
6. Develop a detailed risk management framework which would have underwriting and credit scoring strategy.
7. Detailed monitoring and collections strategy and processes
8. Develop a Detailed Recovery and NPA management strategy
9. Define a granular portfolio of initiatives which would include Quick Wins, Near term initiatives and long term initiatives.
10. Develop HR Strategy in line with the business strategy. Define the Organisation structure and the incentive structures. Build talent management systems as well as processions for learning and development.
11. Develop various cost effective avenues through which SICOM and its subsidiaries can raise monies and its dependency on Bank lines and PSU deposits be reduced.

Annexure 1 –Technical Proposal Covering Letter

Date:

Offer Reference No:

To

The Chief Financial Officer
SICOM Ltd
Solitaire Corporate Park,
Building No.4, Guru Hargovindji Road
Chakala, Mumbai(E)-400 093

Sub: RFP dated _____

Appointment of Management Consultancy firm for Strategy Development and Implementation Support

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the Prices indicated in the Financial Proposal and made part of the response to this RFP.

If our Offer is accepted, we undertake to provide service as a Management Consultancy firm for SICOM to assist SICOM in developing the overall strategy for SICOM (in the short, medium and long term) and implementation support. The work in this programme will focus across SICOM and its subsidiaries, and should address potential new opportunities such as Digitization, Analytics, as well as conduct assessment of its core business opportunities and working towards a holistic operating model review. The objective of the exercise is to work with SICOM's internal term to significantly enhance the performance trajectory of SICOM along with its wholly owned subsidiaries and businesses.

The scope of this assignment comprises two phases as described below.

Phase 1: Strategy Development (2 months)

1. Develop a comprehensive business strategy for SICOM and its subsidiaries.
2. Develop a portfolio strategy covering the various segments in which SICOM and its subsidiaries can operate, including target customers, industries, product range etc. The product lines be so developed that in any phase of the business cycle, SICOM would reap the benefits from one product line or another.
3. Identify key points of differentiation /value proposition to be offered to target customer segments

- 4 Identify key areas of partnerships that SICOM and its subsidiaries could forge to build a sustainable NBFC business
- 5 Develop a five year business plan for SICOM and its subsidiaries which includes financial projections on revenues, profits, investment requirements and potential shareholder return/ value creation.
- 6 Develop a detailed risk management framework which would have underwriting and credit scoring strategy.
- 7 Detailed monitoring and collections strategy and processes
- 8 Develop a Detailed Recovery and NPA management strategy
- 9 Define a granular portfolio of initiatives which would include Quick Wins, Near term initiatives and long term initiatives.
- 10 Develop HR Strategy in line with the business strategy. Define the Organisation structure and the incentive structures. Build talent management systems as well as processions for learning and development.
- 11 Develop various cost effective avenues through which SICOM and its subsidiaries can raise monies and its dependency on Bank lines and PSU deposits be reduced. .

Phase 2: SICOM wide Implementation Support (10 months)

Phase 2 covers implementation of the strategy as defined and approved by SICOM in Phase 1 of this assignment, across entire SICOM.

SICOM reserves the right to appoint the consultant for one, or more, or all the phases at the sole discretion of SICOM.

Timeframe of the assignment:

The expected project duration for this assignment will be as below:

Phase 1: 2 months:- Strategy Formulation

Phase 2: For a period upto 10 months post completion of Phase 1. Implementation of the strategy focusing on quick wins and near term initiatives; Initiation of the implementation of long term initiatives.

SICOM reserves the right to reduce or extend the stipulated timeframe of 10 months mentioned above for Phase 2, for an additional period of up to 12 months at the sole discretion of SICOM.

Deliverables and timelines :

1. Business Strategy (2 months)
 - a) Submission of proposed recommendations
 - b) Alignment of Management team with proposed recommendations
2. Operating model design (3 months)
 - a) Complete blue printing of operating model across all elements for selected opportunities
 - b) Design pilot program
 - c) Portfolio of initiatives and phasing
3. Implementation of quick wins and pilot of near term initiatives (3 months)
4. Roll out of near term initiatives

Team:

During the above phases as finalised by SICOM, a dedicated project team has to work on site at SICOM's premises. For both Phase 1 and Phase 2, a minimum team size of full time team on-site comprising at least 6 members will be available to deliver the scope as defined in the Terms of Reference (spanning Phase 1 & Phase

2).The on-site Team shall consist of a judicious mix of Senior, Middle and Junior Executives having the requisite experience.

The on-site team of consultants shall work under the overall guidance and control of Top Executive of the Consultant Firm. As and when need arises, subject matter experts need to be present on site to supplement the efforts of the on-site Team.

During the course of the project (or later), there might be related areas which SICOM would like the Consultant to take a look at more deeply than earlier envisaged. SICOM and the Consultant should mutually agree on the additional resources required. SICOM reserves the right to pause the work at any point of time and use the services of the Consultant for any or all of the phases of the assignment as per the timelines defined by SICOM from the date of commencement of services.

We agree to abide by this offer till 30 days from the date of Financial Proposal opening and our offer shall remain binding upon us and may be accepted by SICOM any time before expiry of that period.

Until a formal contract is prepared and executed, this offer together with SICOM's written acceptance thereof and SICOM's notification of award, shall constitute a binding contract between us.

We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

We confirm that our Company / firm has not been black listed / barred any Regulator / Statutory Body and / or Public Sector Undertaking.

We confirm that our Company / firm do not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the consultancy services.

We understand that SICOM is not bound to accept the offer and SICOM has right to reject the offer in full or part without any assigning any reasons, whatsoever.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address: