REQUEST FOR PROPOSAL (RFP)

FOR APPOINTMENT OF CONSULTANT TO UNDERTAKE A MICRO MARKET STUDY AND DEFINE MARKET SHARE IMPROVEMENT PLAN FOR 5 METROS, NAMELY DELHI NCR, BENGALURU, HYDERABAD, CHENNAI AND KOLKATA

RFP REFERENCE NO: SBI/STRATEGY/RFP/19/01
DATED: 4th NOVEMBER, 2019

STATE BANK OF INDIA, OFFICE OF THE CHIEF STRATEGY OFFICER, CORPORATE CENTRE, 10TH FLOOR, STATE BANK BHAVAN, MADAME CAMA ROAD, NARIMAN POINT, MUMBAI – 400 021
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1. BID DETAILS:

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<td>1.</td>
<td>Date of commencement of Bidding process (Issue of RFP)</td>
<td>04.11.2019</td>
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<td>Pre-Bid meeting Date &amp; Time</td>
<td>07.11.2019 Time – 3.00pm</td>
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<td>Last date and time for receipt of written queries for clarification from Bidders</td>
<td>08.11.2019 Time - 5:00 pm</td>
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<td>Clarification to be uploaded on the website</td>
<td>13.11.19</td>
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<td>Last Date &amp; Time for Final Bid submission</td>
<td>19.11.2019 Time – 02:00 pm</td>
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<td>Tentative Date and Time for opening of:</td>
<td>19.11.2019 Time 3.00 pm</td>
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<td>(a) Technical Bid – Eligibility as per Annexure ‘B’</td>
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<td>(b) Technical Bid – Details as per Annexure ‘D’ and other documents specified in the RFP</td>
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|   | Place of opening of Bids | Address:  
State Bank of India,  
Corporate Centre,  
10<sup>th</sup> Floor  
State Bank Bhavan,  
Madame Cama Road,  
Nariman Point,  
Mumbai - 400 021 |
|---|---|---|
| 8 | Address for communication (Bank) | Address:  
DGM (Key Projects),  
o/o The Chief Strategy Officer,  
10<sup>th</sup> Floor, Corporate Centre, State  
Bank Bhavan,  
Madame Cama Road,  
Nariman Point, Mumbai 400021  
Contact Number: 022-22741844  
Email id: strategy@sbi.co.in |
| 9 | Bid Fee | Non-Refundable fee of Rs.10,000/- (Rupees Ten Thousand only) per bid submission by way of Pay Order/ Demand Draft drawn in favour of State Bank of India, payable at Mumbai |
| 10 | Bid Security (EMD) | Rs. 100,000/- (Rupees One Lacs only) per bid submission by way of Pay Order/ Demand Draft drawn in favour of State Bank of India, payable at Mumbai |
2. OVERVIEW

State Bank of India (SBI) is India’s largest commercial bank in terms of business, branches, number of customers and employees, enjoying the continuing faith of millions of customers across the social spectrum. Headquartered at Mumbai, SBI provides a wide range of products and services to personal, commercial enterprises, large corporate, public bodies and institutional customers through its various branches and outlets, joint ventures, subsidiaries and associate companies.

To expand its reach further, the Bank is also forging ahead with innovative new banking models. The Bank is looking to increase its market share and therefore wants to engage a consultant to study the micro market potential and suggest recommendations for improving market share in Retail and SME segment in Delhi NCR (Delhi, Gurgaon, Noida), Bengaluru, Hyderabad, Chennai, Kolkata Metro cities.

3. PROJECT SCOPE & KEY DELIVERABLES:

3.1 PROJECT SCOPE

The objective is to conduct a Market study of Delhi NCR (Delhi, Gurgaon, Noida), Bengaluru, Hyderabad, Chennai, Kolkata Metro cities followed by recommending market share improvement plan for Retail and SME (up to INR 50 Crores advances) segments. The consultant would study the potential available in these markets and analyse the best practices and suggest focus areas for improvement in market share. The consultant will also compile, collate, review and analyse the data along with comparison. The consultant will calculate each performance indicator with suitable assumption wherever applicable and will provide trend analysis by developing data trends, collated data along with analysis and trends at various levels and findings.

The scope should include:

- Retail and SME market potential at a micro-market level in the afore-mentioned five metropolitan areas for key asset, liability and fee income products
- Comparative analysis of SBI performance vis-à-vis competition in the five metros
- Market share improvement plan for focus products for each of the five metros
- Marketing and operating model changes enabling the above
- Region level action plan including plan for conducting pilot runs, if any
3.2 KEY DELIVERABLES

The project is envisaged in the following three phases:

Phase 1: Assessment of Market Potential and SBI Performance

- Finalize key data sources
- Analyze data to profile the market, estimate the micro market potential of key asset, liability and fee income products
- Assess the strength of SBI's current network
- Assess SBI's product level performance

Phase 2: Marketing and designing Operating Model for Market Share Improvement

- Identify focus areas for market share gain/retention
- Develop micro market specific recommendations to enable regional level planning
- Understand and identify leading market practices to win in metro markets
- Suggest changes in the marketing and operating model for the Bank’s operations in metros, aligned with key enablers identified

Phase 3: Development of Implementation Plan

- Identify quick-wins for immediate roll-out
- Develop granular and actionable regional level plans for all metros

4. TIMELINES

I. The above scope and deliverables have to be designed and executed to Bank’s satisfaction within a period of 12 weeks starting from the date of commencement of the project.

II. Bank, at its sole discretion reserves the right to ask the consultant to continue for further period on related scope enhancements beyond the scope mentioned in this RFP at a cost not exceeding pro-rata per month cost as quoted for the earlier job, on the same terms and conditions.

III. It is expected that a consultant team of sufficient number of persons not less than 5 full-time staff be allocated to the project in addition to the project director(s) who will oversee the entire project.
5. RFP TERMINOLOGY

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context; the terms would have the meaning as given hereunder:

5.1 “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.

5.2 Bank/ Purchaser/ SBI - Reference to the “the Bank”, “Bank”, “Purchaser”, “SBI” shall be determined in context and may mean without limitation “State Bank of India”

5.3 Bidder– An eligible entity/firm submitting a Proposal/Bid in response to this RFP

5.4 Consultancy Service – “Consultancy Service” means all services, scope of work and deliverables to be provided by a selected Bidder as described in the RFP and include services ancillary to the services and other obligation of the Consultant covered under the RFP.

5.5 Consultant – Selected Bidder under this RFP.

5.6 “Contract” means the Contract signed by the Parties i.e. Bank & the Consultant (selected bidder under this RFP), and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.

5.7 Date of Commencement of the Project- The day on which the consultant advises the Bank regarding commencement of the work duly accepted by the Bank by way of letter, fax or email from the authorized signatories from both the parties.

5.8 “Day” means calendar day.

5.9 Parties – Party or Parties means the SBI or Bidder / Selected Bidder / Consultant or both as the case may be.

5.10 “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof. “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India. “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.

5.11 Project Cost - Project cost would be the total consideration that the Bank has to pay to the Consultant in accordance with the payment schedule to complete the Consultancy Service as per the terms of the RFP/contract that will be entered into between the parties.

5.13 Proposal/ Bid – the response received in the prescribed format from a bidder in accordance with the RFP

5.14 RFP – the request for proposal (this document) in its entirety, inclusive of any addenda/modification/ clarification/amendment that may be issued by the Bank.

5.15 “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job with the prior written permission of SBI

5.16 “Terms of Reference” (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.

6. INVITATION:

The Bidders desirous of taking up the project for supply of above solution for the Bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and actual process of the evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at the Bank’s discretion. Bidders have to adhere to the Bank’s requirements outlined in this RFP.

The information provided by the Bidders in response to this RFP document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the Bidders and such amendments will be binding on them.

i. This RFP will be open to the Bidders who have the necessary eligibility, experience, capability and expertise.

ii. This RFP is not an offer by the State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.

7. BIDDING DOCUMENT

7.1 COST OF BIDDING:

The Bidder shall bear all costs and expenses associated with the preparation and submission of its bid including cost of presentation(s), travel, etc. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
7.2 CONTENT OF BIDDING DOCUMENT

(a) The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid. The Bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

(b) The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder’s sole risk and may result in rejection of its bid. While SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, SBI has disclosed or will disclose in the RFP and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.

7.3 CLARIFICATIONS & AMENDMENTS

(a) If deemed necessary, the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

(b) The Bidder requiring any clarification of the bidding documents may obtain the same by submitting written queries on or before time and date as mentioned in the Bid Details, to DGM (Key Projects), Office of The Chief Strategy Officer, Corporate Centre, State Bank Bhavan, 10th Floor, Madame Cama Road, Nariman Point, Mumbai - 400 021.

(c) At any time prior to the deadline for submission of bids, SBI reserves the right to modify the bidding document by amendment.

(d) Any clarification issued by SBI inter-alia covering extension of timeline will be in the form of an amendment / addendum/ corrigendum and will be available in SBI’s website - https://www.sbi.co.in or https://bank.sbi/ under “Procurement News” in the tab
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“Procurement, Empanelled Service Providers & others”. Any such clarification as above may not be required to be published in the newspapers and these will be binding on all bidders. Therefore, it is advisable for all the bidders to visit the Bank’s website regularly till completion of the bid process. SBI, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.

(e) Interested persons collecting this RFP for submission of their Bids are requested to provide their contact details including e-mail address to the Bank to enable the Bank to e-mail any subsequent amendment / modification to the RFP. However, non-receipt of any such contact details & e-mail or the failure of the Bank to send any such e-mail shall not affect the validity of such amendment / modification.

8. BIDDING PROCESS

8.1 The bids shall be submitted in one envelope (super scribed as “RFP for appointment of consultant to undertake a micro market study and define market share improvement plan for 5 Metros, namely, Delhi NCR, Bengaluru, Hyderabad, Chennai and Kolkata”) containing 2 (two) separate sealed envelopes inside, one for Technical Bid (super scribed as “Technical bid for appointment of consultant to undertake a micro market study and define market share improvement plan for 5 Metros, namely, Delhi NCR, Bengaluru, Hyderabad, Chennai and Kolkata”) and other for Financial Bid (super scribed as “Financial bid for appointment of consultant to undertake a micro market study and define market share improvement plan for 5 Metros, namely, Delhi NCR, Bengaluru, Hyderabad, Chennai and Kolkata”). All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. Envelope containing Technical Bid will in turn, contain two separate sealed envelopes, one containing details of eligibility criteria as per Annexure B & Annexure C of the RFP (super scribed as “Technical Bid - Eligibility”) and other containing complete Technical Bid details (super scribed as “Technical Bid – Bidder Details”) both in hard and soft copy. The bidders are advised to write their name and contact details (Phone No., E-mail, Fax No. and Address on all the envelopes). In the first stage, only the envelope super scribed as ‘Technical Bid - Eligibility’ will be opened and evaluated. The other envelope super scribed as ‘Technical Bid – Bidder Details’ of only those bidders satisfying eligibility criteria as evaluated above will then be opened for evaluation. Those satisfying all criteria as per technical requirements and agree to comply with all terms and conditions specified in this document may be invited for technical presentation to the Screening and Evaluation Committee to display their capabilities, approach and methodology wherein they will be evaluated as per the technical evaluation criteria as per the RFP Exhibit-IV. Such presentations are likely to be called within the time frame indicated.
in the Bid Details and Bank reserves the right to reject the bids of the Bidders who fail to make the presentations as scheduled by the Bank.

8.2 The technical evaluation will be followed by the opening of the Financial Bid as per the timeline indicated in the bid details those bidders who qualify as per Technical Bid specified criteria and further RFP process.

8.3 Bids not received in the form as stipulated under clause 8.1 will be rejected outrightly.
9. PREPARATION AND SUBMISSION OF BIDS

9.1 The bids prepared by the Bidder and all correspondence and documents relating to bids exchanged by the Bidder and the Bank must be type-written in English.

9.2 Consultant must provide individual and factual replies to specific questions asked in the RFP. Checklist of Documents to be submitted as part of Response is given in Annexure J. Documents submitted should be complete in all respects as detailed in this RFP.

9.3 TECHNICAL BID

I) The Technical Bid should be placed in a single sealed envelope super scribed as “Technical Bid for appointment of consultant to undertake a micro market study and define market share improvement plan for 5 Metros, namely, Delhi NCR, Bengaluru, Hyderabad, Chennai and Kolkata”. The above envelope should contain two other sealed envelopes as given below:-

Envelope I - Should be super scribed as “Technical Bid - Eligibility” and will contain details of eligibility criteria as per Annexure B & Annexure C of the RFP both in hard copy as well as soft copy in a pen drive. The envelope will contain hard copies of the following:

i. A letter on bidder's letterhead mentioning Inter-alia (Annexure A)
   a) Acknowledging that the period of the validity of the bid is 180 days from the last date of submission of bid;
   b) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their financial bid;

ii. Annexure B along with the supporting documents in respect of Eligibility Criteria as mentioned therein.

iii. Bidders details as per Annexure C along with the supporting documents, on bidder’s letter head.

iv. Audited balance sheets and Profit and Loss account statement for last 3 years and/or Certificate of the Chartered Accountant stating bidders’ turnover, other desired financials for the preceding three years.
v. A copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the tender document.


viii. Letter of declaration on black listing / barred / disqualification by regulatory / statutory authorities

ix. Bid fee of Rs. 10,000/- and Bid Security (EMD) of Rs.1,00,000/- by way of Draft / Pay order in favour of State Bank of India payable at Mumbai

x. EMD amount with EMD letter as per Annexure I

xi. Compliance Statement as per Annexure G

xii. Earnest Money Deposit (EMD):

- The Bidder shall furnish, as part of its Bid, an EMD of Rs. 1,00,000/- (Rupees One Lac only) by way of Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai along with Bidders letter for EMD as per Annexure I

- No interest will be paid on EMD amount while refunding the same to the unsuccessful bidders.

- The EMD is required to protect the Bank against the risk of Bidder’s conduct, which would warrant the EMD’s forfeiture.

- The EMD shall be denominated in Indian Rupees and shall be in the form of a Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai and valid for a period of 180 days.

- Any Bid not secured with EMD, as above, will be rejected out-rightly by the Bank, as non-responsive.

- The EMD of the unsuccessful Bidders will be returned without any accrued interest thereon as early as possible, on completion of required process and necessary approvals.
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➢ The successful bidder’s EMD will be discharged without interest upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee as per format Annexure H and as specified elsewhere in the RFP. The Bank Guarantee must be furnished from a Scheduled Commercial Bank other than SBI within 10 days from the selection of successful Bidder.

➢ EMD may be forfeited:
   i. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
   ii. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
   iii. in the case of successful Bidder, if the Bidder fails:
       1. to sign the Contract within the time specified by the Bank; or
       2. to furnish Performance Bank Guarantee within the time specified in this RFP.

Envelope II - Should be super scribed as “Technical Bid – Bidder Details” and will contain complete bid details including the following:

i. Technical Bid as per Annexure D

ii. Bidders Organisation and Experience Details as per Exhibit-I

Bidder should provide brief description of the bidder’s organization and in the case of a consortium/ joint venture, of each partner. Bidder should also provide details of experience of assignments which are similar to the proposed assignment / job as per the terms of reference. The required data should be submitted in format as in Exhibit-I. Information should be provided only for those Assignment/jobs for which the Bidder was legally contracted as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder’s associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

iii. Team Composition as per Exhibit-II

iv. Curriculum Vitae as per Exhibit-III
v. Relevant enclosures / write-up pertaining technical Evaluation Criteria as per Exhibit-IV

vi. Comments on Counterpart Staff and Facilities as per Exhibit-VI. The Bidder should clearly indicate the support services required from the Bank for carrying out the activity

vii. All other details as per RFP to be considered for Technical evaluation

The Technical Proposal shall provide the information indicated in the following paragraphs. A brief write up is to be provided for each of the parameters for Technical Evaluation criteria detailed in Exhibit-IV. All the submissions under this should be supported by necessary documentary evidence, as may be applicable.

II. Comments and suggestions on the RFP including workable suggestions that could improve the quality/ effectiveness of the assignment/job may be made before the submission of the bids. SBI reserves the right to accept / reject the suggestions made by the Bidders. The requirements for staff and facilities including administrative support, office space, equipment, data, etc. to be provided by SBI to be clearly specified by the bidder.

III. Methodology to take into consideration the following points:

a) Branches / Offices / Customers / Non-customers / Others will be identified for the purpose of Survey / Interaction are subject to addition / deletion / changes at the discretion of the Bank at any time before the actual survey, if required, for the purpose of Survey / Interaction.

b) Development of questionnaires in consultation with the Bank and review of the same at different stages of the survey for possible changes required if any.

c) No sub-contracting of whole or any part of the contract shall be permitted.

IV. Response to all points of the Technical evaluation format as per Annexure D.
9.4 FINANCIAL BID

9.4.1 Bidder should submit financial bid as per Annexure E of the bid document.

9.4.2 The financial proposal shall not include any conditions attached to it and any such condition attached to the financial proposal shall be liable for rejection. Payment will be made after deducting Tax Deductible at Source as per applicable Tax Laws. Please note no additional expenses whatsoever would be paid for hiring of personnel / specialized person, if any, required for the project.

9.5 BID PRICES

The prices should be specified only in “Financial Bid” and must not be specified at any other place in the bid document. The quotes prices and taxes & statutory levies such as GST etc should be specified separately.

**Important Notice:** There will not be any advance payments. If any taxes are to be paid by the Bank same should be mentioned explicitly including rates of such. Bank shall not be liable for any taxes other than those specifically mentioned in the financial bid to the consultant in the event of any payment as per the project cost.

9.6 REVEALING OF PRICES

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the financial bid, failure to do so shall make the bid liable to be rejected. Before opening of financial bid, if price revision is envisaged by the bank, revised financial bid may be required to be submitted in a separate sealed envelope.

9.7 PRE-BID MEETING

SBI may, but is not obliged to, at its sole discretion, organize a pre-bid meeting, to resolve any queries, bidders may have. Any further information will be provided to all bidders by SBI as corrigendum through email communication from authorized personnel. Any clarification on queries raised by any bidder will be communicated to all bidders by SBI through email communication from authorized personnel as given in Bid Details. The exact date, time and location of the pre-bid meeting, if any, will be as per the timeline mentioned in bid details.

9.8 VALIDITY OF BIDS

Bid shall remain valid for 180 days from the last date for submission of Bid. A bid valid for shorter period is liable to be rejected. The bidder may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired
by the Bank in writing or by fax. Refusal to grant such consent would result in rejection of bid. However any extension of validity of bids will not entitle the bidder to revise/modify the bid document or price.

9.9 BID INTEGRITY

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of SBI. The bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their consultancy services for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/or use the contents of submission as the basis for RFP process.

9.10 FORMAT AND SIGNING OF BID

(a) The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Financial Bid and other requested information.

(b) Bid should be submitted as per the format stipulated in the Annexures to this RFP along with such other documents mentioned elsewhere in the RFP.

(c) All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

(d) Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) authenticates them.

(e) In case of any discrepancies between hard and soft copy, the hard copy will be considered as the base document.

(f) Bid should be typed and submitted on A4 size paper, spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
9.11 LAST DATE OF RECEIPT OF BIDS

The bid should be addressed to DGM (Key Projects), at following address up to the time and date mentioned in the Bid Details:

Office of Chief Strategy Officer,
State Bank of India,
Corporate Centre
10th Floor, State Bank Bhavan,
Madame Cama Road, Nariman Point,
Mumbai 400021

In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank. The bidders are requested to log on to Bank’s website each day till then.

9.12 BID CURRENCY

Prices shall be expressed in Indian National Rupees (INR) only.

9.13 LATE SUBMISSION OF BIDS

Any bid received by the Bank after target date and time prescribed at Bid details will be rejected and/or returned unopened to the bidder at his own risk and responsibility. No communication will be entertained by the Bank in this regard.

9.14 MODIFICATION AND WITHDRAWAL OF BIDS

No bid may be withdrawn/ modified in the interval between the deadline for submission of bids and the expiration of period of bid validity.

10. OPENING AND EVALUATION OF BIDS:

10.1 OPENING OF TECHNICAL BID

All the Bids will be opened at the date, time & locations mentioned under the Bid Details. The technical bids will be opened in the presence of representatives of the Bidders who choose to attend. Bids will be opened even in the absence of representatives of bidders as scheduled.
10.2 EVALUATION PROCESS

10.2.1 Preliminary examination

The bids will be examined by the Bank to determine whether they are complete and whether required bid security and fee has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its sole discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation. Bids will first be examined to check on their eligibility. Technical Bids will be opened only for Bidders found eligible as per Annexure B.

After opening of the technical bids and preliminary examinations, some or all of the Bidders may be asked to make presentation of the solution/services offered by them.

Any effort on the part of Bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

10.2.2 Technical Evaluation Process

Detailed technical evaluation will include scrutiny of minimum eligibility criteria (as mentioned in Annexure B) and technical information submitted as per Technical Bid format (Annexure D) and responsiveness to the RFP including presentation to the Bank as specified. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions specified in this document may be invited for technical presentation to display their capabilities, approach and methodology.

Criteria, sub-criteria and point system for technical evaluation to be followed are as provided under Exhibit-IV. To qualify for opening of financial bids, the Bidder should have been awarded 70% or as such percentage cut off score as desired by the Bank, in Technical evaluation.

Only those bids meeting the eligibility criteria and having complied with the points of Technical Bid and also having obtained a score above the cutoff, as desired by the Bank, in the technical evaluation as per Exhibit- IV shall be considered qualified for financial bid opening & evaluation.

10.2.3 Financial Evaluation

The Financial Bid will be opened only for those bidders who have obtained a minimum score of 70% or as such percentage cut off score as desired by the Bank in the technical evaluation. The format for quoting financial bid is set out in Annexure E. The financial offer should consist of comprehensive all inclusive cost for required consultancy services. Bidder must provide detailed cost breakdown. Total cost of
services would be deemed as cost and entity quoting the lowest total cost would be awarded full marks and others pro rata.

10.3 COMBINED TECHNO-FINANCIAL EVALUATION:

i. Bids will be evaluated as per Combined Quality and Cost Based Selection System (QCBS). The Technical bids will be allotted weightage of 70% while financial bids will be allotted weightage of 30%.

ii. A combined score “Score (S)” will be arrived at after considering the nominal financial quote and the marks obtained in technical evaluation with relative weights of 30% for financial bid and 70% for Technical Bid according to the following formula:

\[
\text{Combined score of A} = 70 \times \left(\frac{\text{Tech Score of A}}{\text{Highest Tech Score}}\right) + 30 \times \left(\frac{\text{Lowest Financial Bid}}{\text{Financial Bid of A}}\right)
\]

The bidder obtaining the highest total combined score in evaluation of technical and financial as per para 10.3.ii above will be ranked H-1 followed by proposal securing lesser marks as H-2, H-3 etc. Bidder securing highest combined marks and ranked H-1 shall be recommended for award of contract. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Bidder</th>
<th>Technical Evaluation Marks</th>
<th>Nominal Financial Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A</td>
<td>90</td>
<td>60</td>
</tr>
<tr>
<td>2</td>
<td>B</td>
<td>80</td>
<td>70</td>
</tr>
<tr>
<td>3</td>
<td>C</td>
<td>70</td>
<td>50</td>
</tr>
</tbody>
</table>

In the above example, ‘A’ with the highest score becomes the successful bidder.
11. AWARD & SIGNING OF CONTRACT

11.1 SBI will notify successful bidder in writing by letter in duplicate or fax or email that its bid has been accepted. The Selected bidder has to return the duplicate copy to the Bank within 7 working days from the date of receipt duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

11.2 The successful bidder shall be required to enter into a contract/ Service Level Agreement (SLA) with the Bank, within 15 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement (NDA), Bank Guarantee (BG) and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

11.3 Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract/SLA and NDA should be submitted.

11.4 The contract/agreement will be based on the RFP terms and such other terms and conditions accepted by the Bank from the bidder’s offer document with all relevant enclosures, modifications accepted by the Bank out of negotiation /clarifications etc and will include SLA, project plan - phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc. Subject to the modifications or amendments accepted by the Bank, this RFP itself shall also form part of the contract with the successful bidder.

11.5 The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

11.6 SBI and the selected bidder shall finalise the terms of contract to be executed through mutual discussions but as this is the scope of this RFP, SBI shall have the right not to enter into the contract with the Bidder if the Bidder is unable to abide by the terms & conditions considered to be essential by the Bank or provide the Professional staff assured in the Technical Proposal. In such an eventuality SBI reserves the right to reject the proposal and consider the next best bidder.

11.7 SBI will not consider substitution of professional staff during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as long leave, death or medical incapacity or if the professional staff has left the organisation. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank.
12. DISCLAIMER

The information contained in this RFP document issued for the eligible and interested bidders or any of their Employees / Directors, is provided on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require. This RFP document may not be complete in all respects, and it is not possible for the Bank and their employees to consider the business / investment objectives, financial situation and particular needs of each Bidder, who reads or uses this RFP document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. The Bank and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

12.2 This RFP is not an offer by the Bank, but an invitation for responses to the issues pertaining to Consultancy Service, as contained in clause 3 and 4 of this document. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized officers of the Bank and the finally selected Bidder.

12.3 The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the Bank’s website. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

12.4 The Bank reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals / orders / responses, without assigning any reason thereof before evaluation of technical bids. Each Bidder shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes.

12.5 The Bank reserves the right at the time of award of contract to increase or decrease, the scope of work without any change in price or other terms and conditions.

12.6 Notwithstanding anything contained in the RFP Document, the Bank reserves the right to accept or reject any response and to annul the process and reject all responses.
at any time prior to execution of the agreement with the Bidder to whom the contract is finally awarded, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank’s decision.

12.7 The Bank reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.

12.8 It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this RFP and to provide any and all the services and deliverables under the RFP to the Bank. An undertaking should be submitted by the bidder to this effect.

12.9 Subject to any law to the contrary, and to the maximum extent permitted by law, SBI and its Directors, officers, employees, Consultants, agents, and advisors disclaim all liability from any loss or damage suffered or may be suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of SBI or any of its officers, employees, Consultants, agents or advisors.

13. BANK GUARANTEE (BG)

13.1 The selected bidder would be required to submit a Bank Guarantee to the Bank for an amount equivalent to 10% of the Total Project Cost within 10 days from the selection of the successful bidder. The BG will be valid for period of 12 months and such other extended period as the Bank may decide for due fulfilment of the project obligations.

13.2 The BG should be issued by a scheduled commercial bank, other than SBI. A format for BG is attached as per Annexure H.

13.3 The BG is required to protect the interest of the Bank against the risk of non-performance of the consultant in respect of successful completion of the contract which may warrant the invoking of BG, also if any act of the Consultant results in imposition of Liquidated Damages then the Bank reserves the right to invoke the submitted BG.
14. CONFLICT OF INTEREST

14.1 SBI requires that consultant provides professional, objective, and impartial advice and at all times hold SBI’s interests paramount, strictly avoid conflicts with other Assignment(s)/Job(s) or their own corporate interests and act without any expectations/consideration for award of any future assignment(s) from SBI.

14.2 Without limitation on the generality of the foregoing, consultant, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:

(a) **Conflicting Assignment/Job**: A consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/Job that, by its nature, may be in conflict with another Assignment/Job of the Consultant / its Personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment, in case the same pertains to a similar project scope and/or to similar key deliverables, which form party of the RFP at hand.

(b) **Conflicting Relationships**: A consultant (including its Personnel and Sub-Consultants) that has a material business or close family relationship with a member of SBI’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to SBI throughout the selection process and the execution of the Contract. The bidder to RFP is expected to provide complete details of SBI staff associated with the consultant in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.

(c) **Conflicting Activities**: A firm that has been engaged by the Bank at any time during the past 5 years to provide goods, works or services other than consulting services for a project and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output like supplying computer hardware / material for the project.

14.3 Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of SBI, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if SBI comes to know about any such situation at any time, it may lead to the disqualification
of the Bidder during bidding process or the termination of its Contract during execution of assignment.

15. **PATENT RIGHTS**

15.1 For any licensed material used by the consultant for performing services or developing study for the Bank, the consultant should have right as well right to license for the outsourced services or third party. Any license or Intellectual Property Right (IPR) violation on the part of Consultant / its Employees/ Sub Consultant should not put the Bank at risk. The Bank reserves the right to audit the license usage of the consultant.

15.2 The consultant shall, at their own expenses, defend and indemnify & keep indemnified the Bank against all third party claims or infringement of IPR, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, the consultant shall immediately take appropriate steps for averting such violation/infringement.

15.3 The consultant shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the consultant shall be fully responsible thereof, including all expenses and court and legal fees and other consequential expenses.

15.4 The liability of the consultants to indemnify the Bank including those by / against third party claims as per this clause shall be unlimited and without any cap or condition.

15.5 The Bank will give notice to the consultant of any such claim without delay, provide reasonable assistance to the consultant in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. Absence / delay of notice / assistance from the Bank, however, do not absolve the consultant of his responsibilities as above.

15.6 The Bank shall have absolute unqualified right title and ownership over all the deliverables, solutions and other products/services delivered by the consultant consequent to the completion of the project or among work done in accordance with the contract.

16. **POWERS TO VARY OR OMIT WORK**

16.1 No suspensions of the work under the contract shall be made by the successful bidder except as directed in writing by the Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any
variation without prejudice to the contract. The finally selected bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by

the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms its instructions, the successful bidder’s obligations shall be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, the agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

16.2 In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

16.3 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

17. **NO WAIVER OF BANK’S RIGHTS OR SUCCESSFUL BIDDER’S LIABILITY**

17.1 Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.
18. **INSPECTION, QUALITY CONTROL AND AUDIT**

18.1 The Bank may, at its discretion, get the services & deliverables of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors. The finally selected bidder and or his / their outsourced agents / sub consultants shall facilitate the same.

18.2 The selected bidder shall, whenever required by the bank, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank’s consultant / Testing agency entrusted by the Bank to carry out this work.

18.3 The Bank may, at its discretion carry out a pre inspection by a team of Bank officials or demand a demonstration of the consultancy services proposed on a representative model in Bidder’s office as per specification provided by the Bank.

18.4 The Bank at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Bank.

Nothing stated hereinabove shall in any way release the consultant from any warranty or other obligations under this contract.

19. **TERMINATION OF CONTRACT**

19.1 The Bank alone shall have the right to terminate the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 30 days, for any valid reason, including but not limited to the following reasons:

   a. Laxity in following security standards laid down by the Bank
   b. Excessive delay (over 6 weeks) in execution of tasks pertaining to the present assignment in terms of milestones as well as timelines
   c. Discrepancies / deviations in the agreed processes
   d. Violation of terms & conditions stipulated in this RFP

19.2 The selected bidder **shall not have the right to terminate the contract or to demand any damages on account of termination of the Contract by the Bank.**
20. DELAYS IN THE CONSULTANT'S PERFORMANCE IN SUCCESSFUL IMPLEMENTATION OF THE PROJECT

Delivery of the solution and performance of the services shall be made by the consultant in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/Contract. Any delay in performing the obligation /defect in performance by the consultant may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

21. LIQUIDATED DAMAGES

If consultant fails to perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2% of the total project cost for delay of each week or part thereof maximum up to 12% of contract price. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

22. TERMINATION FOR DEFAULT

22.1 SBI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant, terminate the contract in whole or part: if the Consultant fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Consultant fails to perform any other obligation(s) under the Contract.

22.2 In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those not delivered by the consultant and the Consultant shall be liable to Bank for any excess costs for such similar systems or services. However, the consultant shall continue the performance of the contract to the extent not terminated.

23. FORCE MAJEURE

23.1 Any failure or delay by Consultant or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party i.e. a Force Majeure event is not a default or a ground for termination.

23.2 If Force Majeure event arises the Consultant shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by SBI in writing,
the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23.3 If the force Majeure event continues beyond 15 days time and the consultant is not able to perform it obligations, then the Bank may terminate the contract immediately without issuing any notice to the consultant.

24. TERMINATION FOR INSOLVENCY

SBI may at any time terminate the Contract by giving written notice to the Consultant, if the consultant becomes bankrupt or otherwise insolvent. The termination will be without any compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to SBI. Notwithstanding the above, the SBI shall have the right to terminate the contract any time without assigning any reasons.

25. GOVERNING LAW AND DISPUTES (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY)

25.1 All disputes or differences whatsoever arising between the parties out of or in connection with the contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the parties are not able to resolve the issue amicably, party (SBI or Consultant) shall give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to a panel of three arbitrators; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be conducted in accordance with the Provision of Indian Arbitration and Conciliation Act, 1996. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

25.2 The Consultant shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

25.3 Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
26. GOVERNING LANGUAGE

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

27. GOVERNING LAW

The contract shall be interpreted in accordance with the laws of India.

28. NOTICES

Any notice given by one party to the other pursuant to the contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party’s address. For the purpose of all notices, the following shall be the current address:

DGM (Key Projects), Office of The Chief Strategy Officer, State Bank of India, Corporate Centre, 10th Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai- 400 021

The notice shall be effective when delivered or on the notice’s effective date whichever is later.

29. TAXES AND DUTIES

The Consultant shall be entirely responsible for all taxes, duties, license fees, road permits, other taxes, etc, incurred until delivery of the deliverables/solution to SBI and therefore should be included in the price bid. The quote prices and taxes such as GST etc should be specified separately.

30. CONSULTANT’S OBLIGATION

30.1 The consultant is obliged to work closely with SBI’s staff, act within its own authority and abide by directives issued by SBI from time to time.

30.2 The Consultant is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors on the part of its personnel.

30.3 The Consultant will treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not
reveal such information to any other party without prior written approval of SBI as explained under ‘Non-Disclosure Agreement’ in Annexure F of this document.

30.4 The team exclusively assigned to the project should consist of sufficient number of persons not less than 5 persons with sufficient caliber. Detailed Curriculum Vitae (CV) for each of these professional staff to be provided as per Exhibit-III.

30.5 The consultant alone shall be responsible for all or any of the service conditions of its personnel/employees engaged in connection with consultancy services and/or all insurance and other statutory liabilities concerning its personnel, the Bank shall not be liable in any manner.

30.6 The personnel/employees of the Consultant shall not be entitled to claim any employment or absorption in the Bank’s service, nor any facility those are enjoyed by the bank staff.

30.7 The consultant shall alone be responsible for wages/insurance/medical and any other allowances or facilities to be provided to its own personnel.

31. SERVICES

31.1 All professional services necessary to successfully implement the proposed solution will be part of the RFP.

31.2 The bidder should submit as part of Technical Bid an overview of approach of the proposed methodology.

31.3 Consultant should ensure that Consultant’s key personnel with relevant skill are always available to the Bank.

31.4 Consultant should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

32. TERMS & CONDITIONS

32.1 Language of Bid: All bids and supporting documentation shall be submitted in English.

32.2 SBI reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank’s decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank’s written
notification / acceptance of award shall constitute a binding contract with the Consultant.

32.3 Any Bid not containing sufficient information, in view of SBI, to permit a thorough analysis may be rejected.

32.4 The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

32.5 State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays

32.6 The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same to the Consultants before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

32.7 Bids not conforming to the requirements of the RFP may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.

32.8 Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.

32.9 SBI shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the Bidder(s)/selected bidder. Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:

   i. Services Contemplated are no longer required,
   ii. Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments,
   iii. Proposed prices are unacceptable to the Work, iv. The Project is not in the best interest of SBI,
   v. Any other reason, which in the sole opinion of the Bank a ground for cancellation of the RFP.

32.10 SBI reserves the right to verify the validity of bid information and to reject any bid or the cancel the contract where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or after award of contract, as the case maybe.

32.11 SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.
32.12 During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder. However this shall not be applicable in respect of any regular recruitment process of the Bank as per its recruitment policy.

32.13 All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

32.14 Consultant should carry out any change request necessitated by the Bank to the solution.

32.15 Consultant has to take an undertaking from Consultant’s employees connected with the contract/RFP/solution to maintain the confidentiality of the Bank’s information/documents etc. Bank may seek details / confirmation on background verification of Consultant’s employees worked/working on Bank’s project as may have been undertaken / executed by the Consultant. Consultant should be agreeable for any such undertaking/verification.

32.16 The various activities as per the RFP shall be carried out on the respective dates indicated in the 'Bid Details' under clause 1. However, the Bank reserves the sole right to modify / amend / change any such dates and the same will be suitably communicated to the consultants who have been issued this RFP.

32.17 Consultant shall not use any information or material received from the Bank or designed as part of the deliverables for the benefit of consultant or any third party (ies).
ANNEXURE – A: BID COVERING LETTER

Bid Covering Letter: To be submitted by the bidder along with Bid documents

To,

DGM (Key Projects),
Office of the Chief Strategy Officer, State Bank of India, Corporate Centre
10th Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-400 021

Sir,

Our Bid for RFP No. …………………. dated DD/MM/YYYY

1. In respect to your RFP mentioned above, we submit our Bid Document herewith. As desired in the RFP, we are submitting our bids in two envelopes, one containing Technical Bid and other Financial Bid, both submitted together in one envelope. All details with the relevant information / documents / acceptance of all terms and conditions are strictly as described in this RFP. Envelope containing Technical Bid in turn, contains two separate sealed envelopes, one containing details of eligibility criteria as per Annexure B & Annexure C of the RFP (super scribed as “Technical Bid - Eligibility”) and other containing complete technical Bid details (super scribed as “Technical Bid – Bidder Details).

2. We understand that:

i. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

ii. Bank may follow close or open bidding process as per requirement of the Bank.

iii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form.

iv. If our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract

v. You may accept or entrust the entire work to one Consultant or divide the work to more than one Consultant without assigning any reason or giving any explanation whatsoever.
vi. Consultant means the bidder who is decided and declared so after examination of financial bids.

vii. The Bank shall intimate the award of contract to the successful bidder after completion of the financial bid

3. We confirm that we have the necessary legal, regulatory, statutory and corporate authority / eligibility and competency to participate in this RFP and also to provide the services as per the RFP if we are selected as per this RFP.

4. We have read, understand and accept the terms and conditions mentioned in the RFP document.

5. We confirm that we have quoted for all the items/services mentioned in bid in our financial bid.

6. We also confirm/clarify that the bid/offer made by us shall remain valid for 180 days from the last date of submission of the bid.

Yours faithfully,

Authorised Signatory:

Name:
ANNEXURE B: ELIGIBILITY CRITERIA

Considering the scope of the project, selected consultant should have impeccable credentials in terms of the ability to handle work of this size and also the necessary background and experience. The job involved is specialized and technical and will require specific expertise in the area. Accordingly, we propose to invite an open RFP from consultancy firms which meet the following criteria:

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Eligibility Criteria</th>
<th>Documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Should be a professional Management Consulting Company / firm of international repute / standing.</td>
<td>A write up about the company / firm, its standing and past work done. (Not exceeding 2 pages). Copy of the Certificate of Incorporation issued by Registrar of Companies / firms and full address of the Registered office.</td>
</tr>
<tr>
<td>2</td>
<td>The bidder should be in existence for a minimum period of 5 years in India. A network or associated office in India will also be deemed to suffice the condition.</td>
<td>Certificate of Business Commencement or any other certification related to establishment of the business.</td>
</tr>
<tr>
<td>3</td>
<td>The bidder must have a minimum annual average turnover in India, of Rs. 100 Crore in each of the past two years from core/ business consulting operations in India. The firm should not have a negative networth in the last three years</td>
<td>Copy of audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years</td>
</tr>
<tr>
<td>4</td>
<td>The Firm should have relevant experience of conducting similar consulting assignments (market share improvement plan basis micro market analysis) in India in at least one Public Sector Bank/Large Private Sector Bank.</td>
<td>Letter from clients/ Copy of engagement letters/ contracts.</td>
</tr>
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<tr>
<td>5</td>
<td>The firm/company should not be blacklisted/barred/disqualified by any regulator/statutory body/ IBA/ RBI/ Govt. organization as on date of submission of response to RFP.</td>
<td>Self-declaration</td>
</tr>
<tr>
<td>6</td>
<td>All bidders are required to submit a non-refundable Bid Fee of Rs.10,000/- (Rupees Ten Thousand only) and Earnest Money Deposit amount of Rs.1,00,000/- (Rupees One Lac only) with their response to RFP.</td>
<td>Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai.</td>
</tr>
</tbody>
</table>
ANNEXURE C: BIDDER DETAILS

Details of the Bidder

1. Name

2. Constitution of the Bidder

3. Date of Incorporation and / or commencement of business

4. Certificate of incorporation

5. Complete postal address / contact details of the bidder.

6. Brief description of the Bidder including details of its main line of business

7. Bidder's website URL

8. Particulars of the Authorized Signatory of the Bidder
   a. Name
   b. Designation
   d. Phone Number (Landline)
   e. Mobile Number
   f. Fax Number
   g. Email Address

Signature and Seal of Company
ANNEXURE D: TECHNICAL BID – DETAILED BID

Technical approach, methodology and work plan are the key components of the Technical proposal. You are suggested to present your Technical proposal in the form of brief write up divided into 5 chapters within 15 pages as under:

i. Experience & Capability

Brief information on the consultant’s organizational set-up, size, and experience in similar projects. Details of similar type of work undertaken for Indian or Global Public Sector Banks / Private Sector Banks/ Financial Institutions. Consultant’s international set-up and experience and previous engagements with SBI.

ii. Understanding of Scope of work

Details of consultant’s perception of the nature and scope of work involved, Implementation of efficient tool for execution of strategy with illustration of one case study relevant to the assignment

iii. Approach, Methodology and Work-plan

This will include details of overall approach to the areas listed in the RFP. Submission should clearly articulate the deliverables/ milestones at each stage of the work. Consultants are expected to mention the various sources of data that will be leveraged for this engagement.

iv. Transfer of Knowledge

This will include plan for transfer of knowledge relating to suggested strategies / changes to the target users across the organization to ensure implementation of the recommendation.

v. Team Composition

This chapter will contain details of the team composition, key executives proposed in the project. CVs of the key personnel involved as per the format detailed in Exhibit-III.
ANNEXURE E: FINANCIAL BID

The Financial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “Financial Bid for appointment of consultant to undertake a micro market study and define market share improvement plan for 5 Metros, namely, Delhi NCR, Bengaluru, Hyderabad, Chennai and Kolkata”

Note:

i. The financial offer should consist of comprehensive all inclusive cost for required consultancy services. Bidder must provide detailed cost breakdown. Total cost of services will be deemed as cost.

ii. The quoted prices and taxes & statutory levies such as GST etc. should be shown separately (Please specify both items of tax and rate of tax)

iii. The fee quoted shall be quoted only in Indian Rupees and should be inclusive of all taxes. The total cost of providing services mentioned under "Scope of Work" derived from above formats shall be considered for financial evaluation. In case of discrepancy between amount in words and figures, the former will prevail.

iv. There will be no additional payment for taxes, duties, octroi etc. There will be no additional payment to the bidder for anything related to movements / visits/ presentations / knowledge transfer by the bidder or its officials.

Authorised Signatory

Seal of Company
ANNEXURE F: NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Mumbai between:

State Bank of India, a body corporate, constituted under the State Bank of India Act, 1955 having its Corporate office at, Madame Cama Road, Nariman Point, Mumbai-400 021 (herein referred to as Bank which expression includes its successors and assigns) of the ONE PART;

And

______________________________ (hereinafter referred to as “Consultant” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

The Bank and the Consultant are herein after individually referred to as “party” and collectively as ‘parties’.

Whereas

1. The Consultant is carrying on the business of providing consultancy services, has agreed to provide service to undertake a micro-market study and define market share Improvement plan for 5 Metros.

2. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information and Confidential Materials:

1.1 “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential or any other information, categorized herein as confidential information. “Confidential Information” includes, without
limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this agreement.

1.2 Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party. However these exclusions shall not be applicable in respect to customer details of the Bank.

1.3 “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

2.1 Each party shall treat as confidential the Contract and any or all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s own employees and other persons and then only to those employees and persons who need to know the same) without the other party’s written consent. Provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract or information, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Consultant shall appoint any Sub-Consultant then the Consultant may disclose confidential information to such Sub-Consultant subject to such Sub Consultant giving the Customer an undertaking in similar terms to the provisions of this clause.

2.2 Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such
disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

1) The statutory auditors of the Receiving party and

2) Regulatory authorities regulating the affairs of the Receiving party and inspectors and supervisory bodies thereof

2.3 The foregoing obligations as to confidentiality shall survive any termination of this Agreement

2.4 Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party’s business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

2.5 Receiving Party may not reverse, engineer, decompile or disassemble any material disclosed to Receiving Party.

3. Rights and Remedies

3.1 Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

3.2 Upon termination of contract, the Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party’s request, or at Disclosing Party’s option, certify destruction of the same.

3.3 Receiving Party acknowledges that monetary damages may not be the only and/or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

   a. Suspension of access privileges

   b. Change of personnel assigned to the job
c. Financial liability for actual, consequential or incidental damages

d. Termination of contract with immediate effect without any prior notice

3.4 Disclosing Party may visit Receiving Party’s premises, with reasonable prior notice and during normal business hours, to review Receiving Party’s compliance with the term of this Agreement.

4. Miscellaneous

4.1 All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

4.2 Any material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

4.3 Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

4.4 The terms of Confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire product without use of the other party’s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

4.5 For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the consultants to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as
a confidential information by the consultant and such details shall not be disclosed to any third parties without having the express written permission of the Bank.

4.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

4.7 In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

4.8 Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

4.9 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4.10 All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

5. Suggestions and Feedback

5.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.
FOR APPOINTMENT OF CONSULTANT TO UNDERTAKE A MICRO-MARKET STUDY AND DEFINE MARKET SHARE IMPROVEMENT PLAN FOR 5 METROS

Dated this ______ day of ______ 2019 at ______________

______________
(month) (place)
For and on behalf of

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<th>Name</th>
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<td>Designation</td>
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<td>Signature</td>
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For and on behalf of ________________________________

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<td>Place</td>
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<td>Signature</td>
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ANNEXURE G: COMPLIANCE STATEMENT

DECLARATION

Terms & Conditions

We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

We certify that the services proposed to be offered by us in response to the bid conform to the technical specifications stipulated in the bid with the following deviations:

1)

2)

......

(If left blank it will be construed that there is no deviation from the specification given above)

Authorised Signatory

Seal of Company
ANNEXURE H: FORMAT FOR BANK GUARANTEE

BANK GUARANTEE

To,

State Bank of India,
DGM (Key Projects),
Office of Chief Strategy Officer, Corporate Centre
10th Floor, State Bank Bhavan
Madame Cama Road,
Nariman Point Mumbai
– 400 021

(Hereinafter referred to as "SBI / you")

Whereas consequent to your Request for Proposal (RFP) No. ________ dated ________ you have issued a confirmation letter No. ________ dated ________ to M/s ________, having its corporate office at
______________________________ (hereinafter referred to as "the Consultant") to provide consultancy service to SBI in accordance with the said RFP / order.

Whereas as per the terms of the said RFP/ Order the Consultant has to submit a Bank Guarantee from any scheduled commercial bank, other than SBI in favour of you.

And whereas, we, _______ Bank, having our Head Office at _______ and one of the branch offices at
______________________________ (hereinafter referred to as "the Guarantor") on the request of the Consultant hereby expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding Rs. ________/-(Rupees ________/-(Only), being 10% of the value of the Project Cost, in the event of any breach by the Consultant of the obligations under your said Order, or reasons attributable to the Consultant on account of the same. This Guarantee shall be limited to an amount not exceeding Rs. ________/-(Rupees ________/-(Only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Consultant, we the Guarantor shall make the payment under this Guarantee to SBI within 24 hours of receipt of written claim / demand.
FOR APPOINTMENT OF CONSULTANT TO UNDERTAKE A MICRO-MARKET STUDY AND DEFINE MARKET SHARE IMPROVEMENT PLAN FOR 5 METROS

We the Guarantor, further confirm that a mere letter from the SBI that there has been a breach by the Consultant of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Consultant, indulgence to Consultant by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Consultant.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of SBI, Guarantor or the Consultant. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. ________/-(Rupees ____________________ Only).

This Guarantee shall remain in full force and effect for a period of__ months from the date of this guarantee i.e. up to_.Unless a claim under this Guarantee is made against us within one month from that date i.e. on or before__, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under whether or not this guarantee bond is returned to us or not.

Date:

For ______________________

(Branch and Bank)

Authorised Signatory Place:
ANNEXURE I: BIDDER’S LETTER FOR EMD

To,

State Bank of India,
DGM (Key Projects),
Office of Chief Strategy Officer, Corporate Centre
10th Floor, State Bank Bhavan
Madame Cama Road, Nariman Point
Mumbai- 400 021.

**RFP:** For appointment of consultant to undertake a micro market study and define market share improvement plan for 5 Metros, namely, Delhi NCR, Bengaluru, Hyderabad, Chennai and Kolkata

**RFP Ref:**

We enclose EMD in the form of a Demand Draft / Banker’s Cheque/ Pay Order No......... issued by the Branch of the .................Bank, for the sum of Rs. 1,00,000/- (Rupees One lac only) drawn in favour of State Bank of India payable at Mumbai. We also understand and agree that no interest will be paid on EMD amount at the time of refunding the same. This EMD will be treated as per terms and conditions set out in this RFP.

Thanking you,

Yours faithfully

(Authorised Signatory)

Name
Company Seal Date
Business address
The bids shall be submitted in one envelope (super scribed as “RFP for appointment of consultant to undertake a micro market study and define market share improvement plan for 5 Metros, namely, Delhi NCR, Bengaluru, Hyderabad, Chennai and Kolkata”) containing 2 (two) separate sealed envelopes inside, one for Technical Bid (super scribed as “Technical bid for appointment of consultant to undertake a micro market study and define market share improvement plan for 5 Metros, namely, Delhi NCR, Bengaluru, Hyderabad, Chennai and Kolkata”) and other for Financial Bid (super scribed as “Financial bid for appointment of consultant to undertake a micro market study and define market share improvement plan for 5 Metros, namely, Delhi NCR, Bengaluru, Hyderabad, Chennai and Kolkata”).

Envelope containing Technical Bid will in turn, contain two separate sealed envelopes, one containing details of eligibility criteria as per Annexure B & Annexure C of the RFP (super scribed as “Technical Bid - Eligibility”) and other containing complete Technical Bid details (super scribed as “Technical Bid – Bidder Details”) both in hard and soft copy. The bidders are advised to write their name and contact details (Phone No., E-mail, Fax No. and Address on all the envelopes). In the first stage, only the envelope super scribed as ‘Technical Bid - Eligibility’ will be opened and evaluated. The other envelope super scribed as ‘Technical Bid – Bidder Details’ of only those bidders satisfying eligibility criteria as evaluated above will then be opened for evaluation.

(A) Envelope super scribed as “Technical Bid – Eligibility” will contain the following:

a. Bid Covering Letter – Annexure A

b. Bid fee of Rs. 10,000/- and Bid Security (EMD) of Rs.1,00,000/- by way of Draft / Pay order in favour of State Bank of India payable at Mumbai

c. Eligibility Criteria – Annexure B

d. Bidder Details – Annexure C

e. Certificate of Incorporation

f. Certificate of Commencement of Business.

g. Copy of Audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.
h. Letter from clients / copy of engagement letter / contracts.

i. Letter of declaration on black listing / barred / disqualification by regulatory / statutory authorities

j. EMD amount with EMD letter as per Annexure I

k. Compliance Statement as per Annexure G

(B) Envelope super scribed as “Technical Bid – Bidder Details” will contain the following:

a. Technical Bid as per Annexure D

b. Bidders Organisation and Experience Details as per Exhibit-I

c. Team Composition as per Exhibit-II

d. Curriculum Vitae as per Exhibit-III

e. Relevant enclosures / write-up pertaining technical Evaluation Criteria as per Exhibit-IV

f. Comments on Counterpart Staff and Facilities as per Exhibit-VI

g. All other details as per RFP to be considered for Technical evaluation

(C) Envelope super scribed as “Financial bid for appointment of consultant to undertake a micro market study and define market share improvement plan for 5 Metros, namely, Delhi NCR, Bengaluru, Hyderabad, Chennai and Kolkata”) will contain:

Financial bid details as per Annexure E.
EXHIBIT - I: CONSULTANT’S ORGANIZATION AND EXPERIENCE

A - Consultant’s Organization

[Provide here a brief two pages description of the background and organization of your firm/entity and each associate for this assignment.]

1 B - Consultant’s Experience

[Using the format below, provide information on 5 relevant assignments during last 3 years for which your firm was legally contracted either individually as a corporate entity for carrying out similar consulting services to Indian BFSI clients covering growth strategy, micro-market strategy, market share improvement]

<table>
<thead>
<tr>
<th>Assignment name</th>
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<tbody>
<tr>
<td>Country:</td>
<td></td>
</tr>
<tr>
<td>Location within country:</td>
<td></td>
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<tr>
<td>Name of Client:</td>
<td></td>
</tr>
<tr>
<td>Start date month/year:</td>
<td></td>
</tr>
<tr>
<td>Completion date month/year:</td>
<td></td>
</tr>
<tr>
<td>Name of associated Consultants, if any:</td>
<td></td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of actual services provided by your staff within the assignment:</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT - II: TEAM COMPOSITION AND TASK ASSIGNMENTS

Team composition must continue till the completion of the project

<table>
<thead>
<tr>
<th>Name</th>
<th>Firm</th>
<th>Area of expertise</th>
<th>Present Designation</th>
<th>Number of years of professional experience in core/business consulting</th>
<th>Educational Qualifications</th>
<th>Task proposed</th>
</tr>
</thead>
</table>
EXHIBIT - III: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
(Use separate sheets for each of proposed staff)

1. Proposed Position [only one candidate shall be nominated for each position]:

2. Name of Firm [Insert name of firm proposing the staff]:

3. Name of Staff [Insert 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. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation]

7. Detailed Tasks Assigned

8. Relevant experience that Best Illustrates capability to Handle Tasks Assigned
## EXHIBIT - IV: TECHNICAL EVALUATION CRITERIA

<table>
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<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Indicative Criteria</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Consultant’s Organization</td>
<td>A firm of global repute with demonstrated experience in Financial Services in Consulting across large global and Indian banks. The bidder should have steady average turnover during the last three financial years and should not have negative net worth in any of the last three years</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>Specific experience of the company/ Firm relevant to the Assignment</td>
<td>One case study (maximum 2000 words) for an Indian Financial Services client where the bidder has directly provided similar consulting service. The case study will be assessed for its relevance to the scope of work outlined above.</td>
<td>20</td>
</tr>
</tbody>
</table>
| 3       | Understanding of SBI Context | a) Write-up of consultants on experience in working with SBI in similar engagement(s) + Bank’s own experience in similar engagements  
b) Quality of understanding of SBI challenges in the area  
c) Quality of understanding of the scope of the engagement demonstrated in the response to the RFP | 20            |
| 4       | Approach & Methodology | Completeness, robustness of approach and quality of ideas / solutions proposed to address Bank’s requirements. Activities, project planning, resources planning, effort estimate etc, with milestones and time frame for completion of different activity. Also provide list of deliverables and the plan for transfer of knowledge. | 30            |
| 5       | Manpower proposed to be assigned to this project | General education, experience in the sector/ similar assignment of key staff as per experience /capabilities shown in CV | 20            |
EXHIBIT- V: FEE STRUCTURE

The Applicant will quote a single fee (inclusive of taxes and other anticipated expenses) for a period of 12 weeks.

Payment Milestones:

(i) Kick-off meeting with first presentation with complete plan - 10% of total bid amount
(ii) Submission of Draft report - 40% of total bid amount
(iii) Final Market Share Improvement Plan - 50% of total bid amount

Payment shall be made within 30 days from the date of receipt of the certified invoice by SBI.

EXHIBIT-VI: COMMENTS

ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Bank: administrative support, office space, equipment, data, etc.]

Note: The Consultant shall indicate counterpart staff and facilities and explain to enable the Bank to take a final view in the matter. This would provide uniform counterpart staff and facilities to all the bidders for submitting their Proposals.