



REQUEST FOR PROPOSAL (RFP)

**FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN
ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK**

RFP REFERENCE NO: SBI/CPPD/PRICING/2018-19/02

DATED: 07.02.2019

**STATE BANK OF INDIA, CREDIT POLICY AND PROCURE DEPARTMENT,
CORPORATE CENTRE, 4th FLOOR, STATE BANK BHAVAN, MADAME
CAMA ROAD, NARIMAN POINT, MUMBAI – 21**



**FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND
IMPLEMENT AN ARCHITECTURE FOR PRICING
CORPORATE LOANS OF THE BANK**

TABLE OF CONTENTS	
1	Bid details
2	Overview
3	Project Scope & Key Deliverables
4	Timelines
5	RFP Terminology
6	Invitation
7	Bidding document
8	Bidding process
9	Preparation and submission of bids
10	Opening and evaluation of bids
11	Award & signing of contract
12	Disclaimer
13	Bank Guarantee
14	Conflict of interest
15	Patent rights
16	Powers to vary or omit work
17	No waiver of bank rights or successful bidder's liability
18	Inspection, quality control and audit
19	Cancellation of contract
20	Delays in the consultant's performance in successful implementation
21	Liquidated damages
22	Termination for default
23	Force majeure
24	Termination for insolvency
25	Governing law and disputes (applicable to the successful bidder only)
26	Governing language
27	Governing law
28	Notices
29	Taxes and duties
30	Consultant's obligation
31	Services
32	Terms & conditions
33	Technical Support
34	Payout Structure



**FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND
IMPLEMENT AN ARCHITECTURE FOR PRICING
CORPORATE LOANS OF THE BANK**

TABLE OF CONTENTS	
Annexure A	Bid covering letter
Annexure B	Eligibility Criteria
Annexure C	Bidder Details
Annexure D	Technical Bid- Details
Annexure E	Financial Bid
Annexure F	Non-disclosure agreement
Annexure G	Compliance statement
Annexure H	Format for Bank Guarantee
Annexure I	Bidder's letter for EMD
Annexure J	Check List of Documents to be submitted as part of Responses
Exhibit- I	Consultant's Organisation and Experience
Exhibit- II	Team Composition and Task Assignments
Exhibit- III	Curriculum Vitae (CV) for proposed professional staff
Exhibit- IV	Technical Evaluation Criteria
Exhibit- V	Comments on Counterpart Staff and Facilities

1 BID DETAILS:

Sr. No.	Particulars	Time / Date / Other Details
1.	Date of commencement of Bidding process (Issue of RFP)	11.02.2019
2.	Last date and time for receipt of written queries for clarification from Bidders	15.02.2019 Time - 05:00 pm
3.	Tentative pre-Bid meeting Date & Time	18.02.2019 Time - 03:00 pm
4.	Last Date & Time for Final Bid submission	28.02.2019 Time – 05:00 pm
5.	Tentative Date and Time for opening of : (a) Technical Bid –Eligibility as per Annexure 'B' (b) Technical Bid – Details as per Annexure 'D' and other documents specified in the RFP	05.03.2019 Time- 03:00 pm 07.03.2019 Time-03:00 pm
6.	(a) Tentative date for presentation by the eligible Bidders (b) Tentative date for opening of Financial Bid and evaluation	11.03.2019 Time- 11:30 am 23.03.2019 Time- 03:00 pm
7.	Place of opening of Bids	Address : State Bank of India, Corporate Centre, CPPD Department 4 th Floor State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021.
8.	Address for communication (Bank)	Address : Name: Mr Vaka S. Reddy Designation: Deputy General Manager (Credit Policy & Procedure) State Bank of India (SBI), Corporate Centre, CPPD Department, 4th floor, State Bank Bhavan, Madam Cama Road, Mumbai - 400021 Contact Number: 022-22740480 Email: dgm.cppd@sbi.co.in



**FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND
IMPLEMENT AN ARCHITECTURE FOR PRICING
CORPORATE LOANS OF THE BANK**

9.	Bid Fee	Non-Refundable fee of Rs. 10,000/- (Rupees Ten Thousand only) per bid submission. Pay Order/ Demand Draft, drawn in favour of State Bank of India, payable at Mumbai.
10.	Bid Security (EMD)	Rs. 5,00,000/- (Rupees Five Lacs only)



2 OVERVIEW

State Bank of India (SBI), a body Corporate constituted under the provisions of the State Bank of India Act 1955, is India's largest Bank, with deposit level of Rs.27,06,344 crores and Advances of Rs.20,48,387 crores as on 31.03.2018.

The Bank aims to introduce an improved pricing architecture leveraging the latest technology and methodology options to significantly improve profitability across the entire client base and therefore contribute towards the continuation of profitable growth for the corporate banking division. In this regard, SBI wishes to engage a strategy and management consultant to drive and support development of a comprehensive pricing architecture and its implementation in the corporate banking businesses. This document details out the proposed scope of activities for the program, desired deliverables, broadly defined time estimates and expectations of the bank.

Our corporate banking business

State Bank of India has a large corporate banking business split into three main segments – SME, Commercial Client Group (CCG), and Corporate Accounts Group (CAG). CAG focuses on the low risk, large volume individual and group exposures and comprises 4 major branches. SME loans are integrated into the Circle setup and accounts for lending limits up to Rs 50 crore. Remaining accounts are covered through the CCG with a specialised branch network of 45 branches spread across the country.

Our pricing framework in corporate clients

At present, card rates for various loan facilities are determined for different risk ratings (Internal/ External Credit Rating) by taking into account credit risk premium, loan tenor, limit, Industry, achievement of previously determined estimates, etc. Operating functionaries analyze the proposal on various factors including borrower profile, risks involved, other business opportunities, market competition, etc., to determine the interest rate to be extended to the borrower. Concession proposed in the interest rate, if any, is put up to the appropriate authority for approval, which scrutinizes the proposal to ensure that the pricing is commensurate with the risks involved.



3 PROJECT SCOPE & KEY DELIVERABLES:

3.1 PROJECT SCOPE

In the current market scenario, where there is severe competition for well rated borrowers, it has become imperative that the Bank adopts a pricing method which adapts to market conditions ensuring optimal pricing for Corporate Customers while retaining the competitive edge to attract good quality business.

The objective is to formulate a pricing architecture for the Bank's Corporate Banking businesses and get it implemented on ground.

Right pricing is a major strategic lever for profitability enhancement as well as obtaining/ retaining good quality business. With available digital technology and data analytics, State Bank of India desires to create high level of transparency, consistency, and discipline in pricing practices. The bank seeks to achieve Excellence in Pricing and wants it to be taken up as a concerted project at State Bank of India with the following objectives:

- Differentiated pricing for each customer based on risk and profitability
- Prevent unnecessary, inadvertent or avoidable discounting
- Pricing for value delivered rather than treating banking as a commodity
- Collaborating with Bank's technology department (GITC) to embed the pricing logic in technology based tool that is readily accessible to front line relationship manager and supervisors for quick and transparent decision making

The project will be divided into the following three phases:

Phase 1: Market Diagnostic & Identification of Improvement Areas

- Market assessment to understand best practices, benchmarks and likely improvement areas for the Bank.
- Customer behaviour discovery to identify comprehensive needs, decision making process regarding pricing and choice of bank for various facilities.
- Internal diagnostic - understanding methodology for pricing computation and frontline behaviour/ practices.
- Identification of areas of improvement and prioritization of initiatives on the basis of impact and feasibility.

Phase 2: Design of the Pricing Architecture and the Tool

- Designing an architecture for pricing credit proposals by incorporating various factors relating to bank (cost of funds, risk, tenure, strategic priorities, etc.) and relating to specific customer (type of loan, facility availed, past relationship, share of wallet etc.) Embed insights from customer feedback and bank's own experience in pricing commercial credit over last several years into the proposed system.



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

- Bring in best practices and methodologies from similar initiatives at leading banks for design and effective deployment of new tools, processes and systems at various levels.
- Designing a mechanism for implementing the proposed system in the Bank and developing a prototype of the tool in partnership with bank's IT department (GITC) for implementation of the proposed solution.
- Developing an approach for integrating the tool with the Bank's CRM solution ensuring easy access by the relationship managers and other stakeholders like branch managers, senior executives and credit committees.

Phase 3: Pilot Roll-out, training and Knowledge transfer

- Pilot the proposed tool with select Accounts/ Branches to assess impact of the new pricing architecture and demonstration of the Proof of Concept. Make modifications, wherever required, as per the requirements of the Bank.
- Develop communication plan and Pan-India roll out plan.
- Develop training material in terms of training manual, informative video on how to use the tool and any other form as deemed necessary by the Bank.
- Provide Technical Support to the Bank in maintenance of the Tool.

Bank will evaluate performance of the selected Consultant after completion of each phase and will reserve the right to terminate in case the performance is found unsatisfactory. The termination of contract will be at the sole discretion of the Bank. In case of termination of contract, the Consultant will be eligible for only part-payment based on the Fee Structure prescribed in Exhibit-V.

If the Bank finds performance of the Consultant as satisfactory at end of Phase 3, the Contract may be extended for Pan-India implementation and technical support. The extension will be provided for a mutually agreed duration and the pay-out will be on the basis of prices quoted by the Consultant on monthly basis.

3.2 KEY DELIVERABLES

Phase 1- Market Diagnostic & Identification of Improvement Areas

This phase will involve developing a fact-based understanding of the pricing process of the Bank and comparison with best-in-class practices in peer banks and other banks in India and globally. It will involve the following activities and deliverables:

1. Assessment of best-in class pricing practices in the market
2. Identification of gaps in the current pricing practices/policy of the Bank
3. Customer behavior analysis and incorporation into proposed solution
4. Analytics on bank's historical pricing data and establishing the influence of different variables on pricing
5. Estimation of opportunity, in terms of profitability, on addressing gaps and identification of customer segments for maximum impact
6. Identification of key metrics that define success of the project



Phase 2- Design of the Pricing Architecture and the Tool

This phase will involve designing a pricing model that will help reduce the inefficiencies in the current system and improve profitability of the bank. It should consider market diagnostic, customer feedback and also the internal capabilities of the bank. It will involve the following activities and deliverables:

1. Recommendation on key design principles of the proposed pricing model.
2. Recommend processes and systems to ensure effectiveness of new pricing architecture.
3. Alignment of the model with key stakeholders within the bank.
4. Identification of data sources for the inputs to the model for pricing new proposals.
5. Recommendation on approach for IT-based implementation at scale.
6. Recommendation on how the tool would integrate with the bank's existing IT systems like LOS, LLMS, CRM and CBS etc.

Phase 3- Pilot Roll-out, training and Knowledge transfer

A pilot system is to be rolled-out in select branches/accounts to understand the effectiveness of the proposed pricing model. This phase will be used to roll out the model created in Phase 2 and incorporating the learnings in the tool. Key deliverables include:

1. Test the proposed model on a select group of Accounts/ Branches and provide Proof of Concept in terms of increased pricing.
2. Refinement of pricing model design based on the findings from the pilot run.
3. Develop training materials for training on pricing as a standard module in training curriculum of the bank.
4. Complete handover to the identified officials of the Bank.
5. Maintenance of the Tool to ensure that it works as was desired by the Bank.

4 TIMELINES

The above scope and deliverables have to be designed and executed to Bank's satisfaction in 6 month period starting from the date of mentioned in the Contract.

If the Bank finds performance of the Consultant as satisfactory at end of Phase 3, the Contract may be extended for Pan-India implementation and technical support. The extension will be provided for a mutually agreed duration.

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

5.2 Consultant – Selected Bidder under this RFP.

5.3 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"



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

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

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

5.6 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.

5.7 “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.

5.8 “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 “Proposal” means the Technical Proposal and the Financial Proposal/ bid.

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

5.13 “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

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

5.15 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.

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.

- This RFP will be open to the bidders who have the necessary eligibility, experience, capability and expertise.
- 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 authorised 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), 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, and 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.



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

(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, CPPD department, Corporate Centre, State Bank Bhavan, 4th 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 will be in the form of an amendment / addendum/ corrigendum and will be available in SBI's website - <http://www.sbi.co.in>. 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 design and implement an architecture for pricing corporate loans of the bank") containing 2 (two) separate sealed envelopes inside, one for Technical Bid (super scribed as "Technical Bid for appointment of Consultant to design and implement an architecture for pricing corporate loans of the bank") and other for Financial Bid (super scribed as "Financial Bid for appointment of Consultant to design and implement an architecture for pricing corporate loans of the bank"). 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 – Details"). 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 – 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 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 of 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

The Technical bid should be placed in a single sealed envelope super scribed as "Technical Bid for appointment of Consultant to design and implement an architecture for pricing corporate loans of the bank". 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 criterion detailed in Exhibit- IV. All the submissions under this should be supported by necessary documentary evidence, as may be applicable.

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 or certificate of Chartered Accountant stating bidders' turnover, other desired financials.

v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

vi. Earnest Money Deposit (EMD):



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

- i. The Bidder shall furnish, as part of its Bid, an EMD of Rs. 5,00,000/- (Rupees Five Lacs 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
- ii. No interest will be paid on EMD amount while refunding the same to the unsuccessful bidders.
- iii. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
- iv. 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.
- v. Any Bid not secured with EMD, as above, will be rejected out-rightly by the Bank, as non-responsive.
- vi. The EMD of the unsuccessful Bidders will be returned without any accrued interest thereon as early as possible, on completion of procurement process and necessary approvals.
- vii. 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.
- viii. 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:
 - a. to sign the Contract within the time specified by the Bank ; or
 - b. to furnish Performance Bank Guarantee within the time specified in this RFP.
- ix. A bidder should provide brief description of the bidder's organization and in the case of a consortium/ joint venture, of each partner. 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



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

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.

x. The Bidder should clearly indicate the support services required from the Bank for carrying out the activity as per Exhibit-V

xi. Data on Team Composition and Task assignments as per Exhibit-II along with Curriculum Vitae (CV) of the proposed technical staff as per Exhibit-III.

xii. 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.

xiii. 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.

xiv. 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. Financial bid should be quoted as a single fee inclusive of all the costs involved in the three phases as per the scope of the contract. The evaluation will be done on the basis of Fee quoted for these three phases.

The monthly fee quoted for the extension period will not form the basis of Techno-Financial evaluation. If the contract is extended, the payout will be based on the monthly fees quoted by the Consultant.

Financial bid should be placed in a single sealed envelope super scribed as "Financial Bid".

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 tentative date, time and location of the pre-bid meeting, if any, is as already stated in this RFP.

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

Wilful 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) 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, CPPD at following address up to the time and date mentioned in the Bid Details:

Dy. General Manager, CPPD
State Bank of India (SBI), Corporate Centre, CPPD Department, 4th floor,
State Bank Bhavan, Madam Cama Road, 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 60% or more marks or such other percentage 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 minimum score of 60%, or such other percentage 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 60% in the technical evaluation. The format for quoting financial bid is set out in Annexure E. The financial offer should consist of comprehensive cost for required



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

consultancy services. 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 80% while financial bids will be allotted weightage of 20%.

ii. The financial Bid will be calculated as under based on the amount mentioned in Annexure-E:

$$\text{Financial Bid} = [\text{Amount quoted in Part-I}] + 6 * [\text{Amount quoted in Part-II}]$$

iii. 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 20 % for financial bid and 80 % for Technical Bid according to the following formula:

$$\text{Combined score of A} = 80 * \left[\frac{\text{Tech score of A}}{\text{Highest Tech Score}} \right] + 20 * \left[\frac{\text{Lowest Financial Bid}}{\text{Financial Bid of A}} \right]$$

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.

Sr. No.	Bidder	Technical Evaluation Marks	Nominal Financial Bid	Weighted technical Score	Weighted Financial Score	Score 'S' out of 100
		(t)	(f)	= (t) / t highest *80	= f lowest / f * 20	
1	A	90	60	90/90 *80 = 80	50/60*20= 17	97
2	B	80	70	80/90*80 = 71	50/70*20 = 14	85
3	C	70	50	70/90*80 = 62	50/50*20 =20	82

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 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.



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

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 respondent/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 credentials than the original candidate and be submitted by the Consultant within the period of time specified by the Bank.

11.8 At the end of 6 month period, the Bank may extend the Contract for a mutually agreed duration and the pay-out will be on the basis of prices quoted by the Consultant on monthly basis in the Financial Bid Part-II.

12DISCLAIMER

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



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

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.



13 CONFLICT OF INTEREST

13.1 SBI requires that consultant provide 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.

13.2 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 / it's

Personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.

(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 respondent 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.

13.3 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.



14 PATENT RIGHTS

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work. The Bank shall have absolute unqualified right title and ownership over the final versions of all the deliverables, solutions and other products/services ("Deliverables") delivered by the consultant consequent to the completion of the project or among work done in accordance with the contract. Bidder will own and retain all rights, title and interests in and to any and all Aggregate Data, including the rights to develop, test, maintain, improve, modify, create derivative works from, distribute, and otherwise commercialize Aggregate Data. "Aggregate Data" means de-identified, sanitized or anonymized data that is derived from the Bank and used for analytical and statistical reporting purposes, but excludes Bank's Personal Data. The consultant shall have no liability to the Bank, and the Bank hereby waives any rights and claims it may have at any time against the consultant, with regard to any materials provided to the Bank other than final Deliverables.

14.7 The Bank acknowledges that the consultant may use, and upload the Bank Data to, a secure cloud based solution and/or cloud-based file storage and sharing solutions when providing Services to the Bank. Bank Data means the original data or



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

information, in any form, that is provided to the consultant by or on behalf of the Bank (including Bank Personal Data and excluding Aggregate Data).

14.8 The Bank acknowledges and agrees that the Deliverables are prepared solely for the Bank's internal use. The Bank will not disclose the Deliverables or make the Deliverables available for use by any third party without the prior written consent of the consultant. The Bank will procure that any third party to which it wishes to disclose the Deliverables or any other consultant materials or work must first sign the consultant's standard form of non-reliance letter. The consultant can provide the Company with a copy of this form upon the Bank's request. If the consultant agrees to the Bank disclosing the Deliverables to third parties, the Bank agrees that the consultant will not be responsible for any Losses incurred by the Bank or any third party as a result of or in connection with such disclosure, or the third party's use of, or reliance on the Deliverables or any other aspect of the consultant's work

15 POWERS TO VARY OR OMIT WORK

15.1 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.

15.2 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.

15.3 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.

16. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

bidding process and reject all Bids at any time prior to contract award, without 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 action.

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

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's 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.

19.3 Termination or expiry of the applicable statement of work will not release either Party from any liability that, as at the date of termination or expiry, has accrued but remains unpaid or outstanding. Upon the expiration or termination of the applicable statement of work, the Bank's right to use the consultant tools will immediately terminate unless renewed or extended by express written agreement of the consultant

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 its 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 Laws of India. 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.



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

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:

Dy. General Manager, CPPD
State Bank of India (SBI), Corporate Centre, CPPD Department, 4th floor,
State Bank Bhavan, Madam Cama Road, Mumbai - 400021

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 misdemeanours 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.



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

30.4 The team exclusively assigned to the project should consist of sufficient number of persons not less than 4 persons with sufficient calibre. 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.



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

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 is 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 the 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.



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

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).

33. TECHNICAL SUPPORT

Consultant shall provide technical support to the Bank for maintenance of the Tool. During the support period, the Consultant shall maintain the Tool and ensure error free performance of the tool including but not restricted to correction of any bugs noticed during implementation at its own cost, for a period of one year after completion of Tool proposed to be implemented in the Branches.

34. PAYOUT STRUCTURE

34.1 Based on the total fee amount quoted by the Consultant for all the Phases of the project. Fees pay-out will happen on the basis of the following schedule, on timely completion of various milestones.

Milestone	Timeline	Pay-out from the bank
Phase 1	After submission of a detailed report on market diagnostic and identification of areas of improvement	15% of the Fees
Phase 2	After submission of detailed architecture of the tool	15% of the Fees
	After submission of a working prototype of the tool	20% of the Fees
Phase 3	After demonstration of Proof of Concept with a controlled set of accounts	40% of the Fees
To be paid after the end of Technical Support period		10% of the Fees

34.2 Monthly Prices quoted by the Consultant in Financial Bid Part-II will form the basis of payment in case the Bank decides to extend the Contract after end of the 6 month period.



ANNEXURE – A: BID COVERING LETTER

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

To,

Dy. General Manager, CPPD
State Bank of India (SBI), Corporate Centre, CPPD Department, 4th floor,
State Bank Bhavan, Madam Cama Road, Mumbai - 400021

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 Details") and other containing complete technical Bid 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



**FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND
IMPLEMENT AN ARCHITECTURE FOR PRICING
CORPORATE LOANS OF THE BANK**

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:



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

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:

S. No.	Eligibility Criteria	Documents to be submitted
1	Should be a professional Management Consulting Company / firm	Copy of the Certificate of Incorporation issued by Registrar of Companies / firms and full address of the registered office
2	The bidder should be in existence for a minimum period of 5 years in India.	Certificate of Business Commencement.
3	The bidder must have a minimum annual turnover in India, of Rs. 500 Crore in each of the past two years from core/ business consulting operations.	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding two years
4	The Firm should have relevant Experience of conducting transformation assignments in India in at least one large Public Sector Bank (top 5 by asset size)/Large Private Sector Bank (top 5 by asset size), with a duration of 9 months or longer in the last 5 years	Client reference letter or client name/contact details to be submitted
5	The firm should have handled pricing related Consulting services / projects for at least one bank globally	Client reference name / contact details to be submitted
6	The Firm should not be blacklisted/ barred/disqualified by any regulator/ statutory body as on date of submission of bid	Self-declaration
7	All bidders are required to submit an earnest bid money amount of Indian Rs 5,00,000/- (Rupees Five lacs only) with their response to RFP.	Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai.
8	Bid Fee of Rs. 10,000/-	Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai.



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 – DETAILS

Technical approach, methodology and work plan are the key components of the Technical proposal. The technical proposal shall be restricted to a maximum of 3000 words. You are suggested to present your Technical proposal in the form of brief write up divided into 5 chapters 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.

iii. Approach, Methodology and Work-plan

This will include details of overall approach to the areas listed in the RFP along with specific proposals / solution on each of these areas, covering the conceptualization, design and implementation stages. Submission should clearly articulate the deliverables at each stage of the work.

iv. Team Composition

This chapter will contain details of the team composition, key executives proposed in various stages of the project. You may list out the main disciplines of assignment and key experts responsible and also the technical and support staff. CVs of the key personnel involved as per the format detailed in **Exhibit-III**.

v. Transfer of Knowledge

This will include implementation plan for transfer of knowledge relating to suggested strategies / changes to the identified personnel in the Bank and providing training material for further training of the RMs. Implementation Plan should be scalable across the Bank, leading to sustainable and permanent gains in profitability and balance sheet optimization, with required hand-holding period and detailed documentation.



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

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 design and implement an architecture for pricing corporate loans of the bank”

	Description	Amount
Part-I	Single Fee for the three phases as mentioned in the Scope of Work for a period of 6 months	
Part-II	Monthly fees for pan-India implementation period after the initial period of 6 months.	

Note:

- i. 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)
- ii. 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.
- iii. Bank will not pay any amount which is not quoted in above financial bid. 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.
- iv. For the purpose of Techno-Financial evaluation, the extension period will be taken as 6 months but the actual extension will be decided at the sole discretion of the Bank during implementation.

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 on for for maximizing pre-provision operating profit of the bank and implementation thereof.
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



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

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 use 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



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

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 This Agreement shall be effective from the date mentioned hereunder and shall continue till expiry or termination of this Agreement due to cessation of business relationship between the parties or 2 years, from the date of receipt of confidential information, whichever is later.

4.9 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.

4.10 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.

4.11 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.

Dated this _____ day of _____ 2018 at _____

(month) (place)

For and on behalf of _____



**FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND
IMPLEMENT AN ARCHITECTURE FOR PRICING
CORPORATE LOANS OF THE BANK**

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		



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, CPPD
Corporate Centre
4th Floor, State Bank Bhavan
Madame Cama Road,
Nariman Point
Mumbai – 400 021

(Hereinafter referred to as "SBI / you")

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to provide (name of Services) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. _____ /-(Rupees _____ Only) as Earnest Money Deposit.

3. M/s. _____, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. _____ /-(Rupees _____ only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. _____ /- (Rupees _____ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ /- (Rupees _____ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ /- (Rupees _____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

to pay the amount claimed by the SBI within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs./- (Rupeesonly)
- (b) This Bank Guarantee shall be valid upto
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before



**FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND
IMPLEMENT AN ARCHITECTURE FOR PRICING
CORPORATE LOANS OF THE BANK**

Yours faithfully,

For and on behalf of

Authorized official.

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)



**FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND
IMPLEMENT AN ARCHITECTURE FOR PRICING
CORPORATE LOANS OF THE BANK**

ANNEXURE I: BIDDER'S LETTER FOR EMD

To,

State Bank of India,
DGM, CPPD
Corporate Centre
4th Floor, State Bank Bhavan
Madame Cama Road, Nariman Point
Mumbai- 400 021.

**RFP: for appointment of Consultant to design and implement
an architecture for pricing corporate loans of the bank**

RFP Ref:

We enclose EMD in the form of a Demand Draft / Banker's Cheque/ Pay Order No..... issued by the Branch of theBank, for the sum of Rs. 5 lacs only (Rupees five lacs 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



ANNEXURE J: CHECK LIST OF DOCUMENTS TO BE SUBMITTED AS PART OF RESPONSE

The bids should be submitted in 2 (two) separate envelopes, one for Technical Bid (super scribed as “Technical Bid for appointment of Consultant to design and implement an architecture for pricing corporate loans of the bank” and other for Financial Bid (super scribed as “Financial Bid for appointment of Consultant to design and implement an architecture for pricing corporate loans of the bank”).

The envelope marked as “Technical Bid for appointment of Consultant to design and implement an architecture for pricing corporate loans of the bank” will in turn contain two sealed envelopes which will each contain 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 - Details”).

In the first stage, only the envelope containing “Technical Bid - Eligibility” will be opened and evaluated.

(A) Envelope super scribed ‘Technical Bid – Eligibility’

- a.** Forwarding letter – **Annexure A**
- b.** Bid fee of Rs. 10,000/- by way of Draft / Pay order in favour of State Bank of India payable in Mumbai
- c.** Eligibility Criteria – **Annexure B**
- d.** Bidder Information – **Annexure C**
- e.** Certificate of Incorporation
- f.** Certificate of Business Commencement
- g.** Copy of Audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding two 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**



**FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND
IMPLEMENT AN ARCHITECTURE FOR PRICING
CORPORATE LOANS OF THE BANK**

(B) Envelope super scribed 'Technical Bid – Details'

- 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. Technical Evaluation Criteria as per **Exhibit-IV** and relevant enclosures.
- f. Comments on Counterpart Staff and Facilities as per **Exhibit-V**.
- g. All other details as per RFP to be considered for Technical evaluation

(C) Envelope super scribed 'Financial Bid'

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.]

B - Consultant’s Experience

[Using the format below, provide information on each assignment during last 5 years for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name	
Country	
Name of Client	
Start date month/year	
Completion date month/year	
Narrative description of Project	
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.	



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

EXHIBIT - II: TEAM COMPOSITION AND TASK ASSIGNMENTS

Team composition must continue till the completion of the project (minimum 5 member team)

Name	Firm	Area of expertise	Present Designation	Number of years of professional experience in core/ business consulting	Educational Qualifications	Task proposed



**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. Membership of Professional Associations:
7. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
8. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment see format here below:
Date of employment:
Name of employing organization,
Position held:
9. Detailed Tasks Assigned
10. Detail of any other similar projects handled by the staff



FOR ENGAGEMENT OF CONSULTANT TO DESIGN AND IMPLEMENT AN ARCHITECTURE FOR PRICING CORPORATE LOANS OF THE BANK

EXHIBIT - IV: TECHNICAL EVALUATION CRITERIA

Sr. No.	Criteria	Indicative Criteria	Maximum Marks
1	<p>Experience of the company/Firm: The Consultant to provide at least 2 Case Studies on their experience of handling pricing related Consulting projects for Domestic/ Global Banks which has been successfully implemented in Corporate portfolio and/or Retail portfolio of that Bank.</p>	<p>Marks will be allotted by the Committee based on the following factors:</p> <p>a) Scope and relevance of the project. b) Size of the client Bank and number of Branches where the Solution was implemented. c) Impact of the Solution proposed by the Consultant.</p>	25
2	<p>Approach, Methodology & Work-plan Understanding of the bank's context and scope of work.</p> <p>Completeness, robustness of approach and quality of ideas / solutions proposed.</p>	<p>Marks will be allotted by the Committee based on the following factors:</p> <p>a) Understanding of the Consultant on Scope of work. b) Applicability and Completeness of the solution proposed including integration with CBS, Data Warehouses and CRM. c) List of deliverables and time frame for completion of different activities.</p>	50
3	<p>Team and experts proposed for this project– Names/experience /CV Experience of Subject Matter Experts, Project Manager, team and key senior resources assigned for project</p>	<p>The Consultant will be awarded marks for each project, similar to the project proposed in this RFP, handled by the Subject Matter Expert.</p>	15
		<p>The Consultant will be awarded marks for each major transformation project in Public Sector Banks handled by the Project Manager.</p>	10



EXHIBIT-V: COMMENTS 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.