

STATE BANK OF INDIA
Cross Selling Department
Corporate Centre
10th Floor Air India Building
Nariman Point,
Mumbai-400021

**REQUEST FOR PROPOSAL FOR THE SERVICES OF REPUTED
QUALIFIED AND EXPERIENCED TRAVEL AGENCIES / TOUR
OPERATORS FOR PROVIDING LOGISTICS DURING EDUCATIONAL
TRAINING PROGRAMME FOR SBI OFFICIALS / EMPLOYEES**

Proposals are invited from interested service providers travel agencies / tour operators for providing logistics during educational training programme for SBI officials / employees at overseas locations to Bhutan, Armenia, Switzerland, Spain. For details please log on to our website www.sbi.co.in under procurement news. The proforma for submitting the offer(s) can be downloaded from the website (www.sbi.co.in under <Link>procurement news) up to 05.06.2018. No Brokers please. The Bank reserves the right to accept or reject any or all the offers / bids without assigning any reason thereof.

Deputy General Manager (Cross Selling)

REQUEST FOR PROPOSAL

PROPOSAL ARE INVITED FOR THE SERVICES OF REPUTED QUALIFIED AND EXPERIENCED TRAVEL AGENCIES / TOUR OPERATORS FORPROVIDING LOGISTICS DURING EDUCATIONAL TRAINING PROGRAMME FOR SBI OFFICIALS / EMPLOYEES.

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

DATE : _____

NOTICE INVITING PROPOSAL

The details of tender are as under:

S.No.	Description	
1.	Name of work	TRAVEL AGENCY / TOUR OPERATOR
2.	Nature of Work	FOR PROVIDING SUPPORT AND LOGISTICS AS A TRAVEL AGENCY / TOUR OPERATOR FOR EDUCATIONAL TRAINING AT OVERSEAS LOCATIONS TO BHUTAN, ARMENIA, SWITZERLAND and SPAIN
3.	Time allowed for completion	FROM JUNE 2018 to till the time all trips are executed as per bank official's availability and schedules.
4.	Earnest Money Deposit	Rs.5,00,000/- (Rupees Five lac only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of State Bank of India and payable in Mumbai.
5.	RFP Security Deposit	1% of contract amount including EMD
6.	Date of issue of tender documents from Bank's website	16-05-2018 to 05-06-2018 www.sbi.co.in under <Link>procurement news.
7.	Last date & time for submission of Complete bid, along with EMD.	05-06-2018 by 3.00 PM
8.	Pre- Bid Meeting	22/05/2018 at 3.00 PM 10 th Floor Conference Hall, Air India Building, Nariman Point Corporate Centre, Mumbai
9.	Address at which complete bid (hard copy) along with EMD, to be delivered.	Deputy General Manager, Cross Selling Department, 10 th Floor Conference Hall, Air India Building, Nariman Point Corporate Centre, Mumbai -400021 Contact Number: 022-22740050 Fax: 022-22740060 Email: dgm.mcs@sbi.co.in
10.	Date & time for submission of online / sealed Technical bid	05-06-2018 at 3.00 PM
11.	Date & time for opening of online / sealed technical bid.	05-06-2018 at 03:05 PM
12.	Contact Official of the Bank	Name: Subodh Punetha
13.	Independent External Monitor (IEMs)	1.Sh. Johny Joseph, 701/702, Callalily –Y nagar, Amrit Shakti, Chandiwali, Andheri (E), Mumbai-72, johnjoseph49@gmail.com 2. Sh. K Chandrahas, G-1, Relaince Homes, 8-2-547/R, road no. 7, Banjara hills, Hyderabad-500034, kchandrahas@yahoo.com

14. Proposal can be downloaded from the bank's website www.sbi.co.in (link) <Procurement News>. It shall be responsibility of the vendor to arrange and ensure that all pages of technical bid and EMD are properly bound. Proposal in loose pages may be disqualified.
15. While quoting, emphasis should be given to the ability and competence of personnel engaged as regard to providing good quality works/ services within the specified time schedule. The service provider is not allowed to make changes in proposed batches as stipulated by the Bank.
16. The instructions pages, each page of the scope of work/ service, Forms and the terms and conditions attached should be signed and stamped with the rubber seal of the establishment. The application should be signed by person/persons on behalf of the organization having necessary authorization / Power of Attorney to do so.
17. State Bank of India discourages the stipulation of any condition by the Tenderers. The conditional tender will be liable to be rejected
18. SBI reserves all rights to accept or reject any or all the Proposal, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
19. Proposal received without EMD shall be summarily rejected and such Proposal shall not be considered for online price bidding process.
20. In case the date of opening of Proposal is declared as a holiday, the Proposal will be opened on the next working day at the same time.
21. Final award of the contract for the above services will be subject to the approval of the Competent Authority in the Bank.
22. The courts in Mumbai city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.
23. The offer should be submitted and addressed to **Dy. General Manager (Cross Selling), State Bank of India**, Corporate Centre, 10th Floor, Air India Building, Nariman Point, Mumbai-400021 and super scribed with **“Tender for hiring of services of reputed qualified and experienced travel agencies / tour operators”**

SIGNATURE AND SEAL OF THE AUTHORISED PERSON/ APPLICANT

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1. OVERVIEW

- 1.1. The State Bank of India (SBI or Bank) is India's largest bank with a network of Aprox.24000 branches spread across India. The Bank has its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400021. Bank also has its various other offices in Mumbai and other places. There are approximately 215000 officer's working the Bank in its Branches / offices across India.

2. PURPOSE

- 2.1. The State Bank of India proposes to avail the services of reputed qualified and experienced travel agencies / tour operators who can arrange and providing logistics during **EDUCATIONAL TRAINING PROGRAMME at overseas locations TO BHUTAN, ARMENIA, SWITZERLAND and SPAIN FROM JUNE 2018** for officials / employees of bank (3 nights / 4 days, 4 nights / 5 days).
- 2.2. The purpose of the SBI behind this RFP is to impart training to qualified officials / employees on the best global practices in Banking and Cross Selling, use of technology in marketing Banking / Cross Selling products and customer service, need based marketing, knowledge of local products etc.

3. INVITATION

- 3.1. The bidders desirous to provide the above services to SBI as per the terms and condition in the RFP are invited to submit their technical and commercial proposal as stated in this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be as mentioned in this RFP and any modification or changes to the terms and conditions mentioned in this RFP will be entirely at discretion of the Bank. This RFP seeks proposal from Bidders who have the necessary qualifications, experience, capability & expertise to provide services of travel agencies/ tour operators at overseas locations for State Bank officers / employees across India.
- 3.2. This RFP is not an offer by the State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by the Bank with the selected Bidder.

4. RFP TERMINOLOGY

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context, the following words or phrases have the meaning respectively mentioned against such words / phrases.

- 4.1 Bidder– An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
- 4.2 Bank or SBI - Reference to the “the Bank”, “Bank” or “SBI” shall mean the State Bank of India through its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai.
- 4.3 Proposal/Bid –Bidder's written reply or submission in response to this RFP.
- 4.4 RFP – (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- 4.5 Services – “Services” means all services, scope of work and deliverables to be provided by the successful Bidder(s) as per this RFP.

5. SCOPE OF WORK/SERVICE

5.1. The scope of work/service expected from the selected bidder (service provider) is to provide the following services to the officials/ employees of SBI across India

- **EDUCATIONAL TRAINING PROGRAMME FOR Employees at overseas locations TO BHUTAN, ARMENIA, SWITZERLAND and SPAIN FROM JUNE 2018** to till end of all batches or six months' time whichever is earlier. Total Number of participants are 8540 nos.
- Details of participants destinations wise are as below:

Bhutan	Armenia	Switzerland	Spain	Total
6700	1100	650	90	8540

(Subject $\pm 20\%$ of total nos. of participants)

- Economy class air fare / taxes.
- Accommodation in 4-star properties at Bhutan for double occupancy. Single supplement cost to be quoted separately.
- Accommodation in 5-star properties at Armenia for double occupancy. Single supplement cost to be quoted separately.
- Accommodation in 5-star properties at Switzerland and Spain for Single occupancy.
- All meals (breakfast, lunch, Hi-tea and dinner) including morning & evening tea with snacks and sufficient bottle drinking water. The food should be as per choice (Indian) vegetarian, non-vegetarian, pure –Jain. The lunch / dinner should be arranged in hotel and have multiple dishes belonging to vegetarian, non- vegetarian and pure Jain categories.
- Provision of sufficient drinking water (mineral) should be made during the course of sightseeing.

5.2 There should be provision to hold Training for Officials / employees of bank at hotel / suitable place with full logistics arrangements. (Projector, Sufficient space, Computer. Laptop etc.)

5.3 Other Conditions:

- a) Package duration: 3Nights / 4Days (For Bhutan, Armenia and Switzerland); 4 Nights / 5Days for Spain. Flights have to be proposed in such a manner that the participants get maximum time at the destinations.
- b) 100 % VISA arrangements for officials / employees. No cancelation charges will be borne if visa is not given to the official / employees by the appropriate authority.
- c) Overseas Mediclaim Insurance.
- d) Cost of Package –The standard rates quoted should be inclusive of all facilities, taxes and only the GST / service tax shall be paid extra as per extant Government norms to the tour operator.
- e) Rooms have to be allocated within maximum of 30 minutes of arrival of the participants at the Hotel at overseas location.

f) Hubs required:

Bhutan: Delhi, Kolkata, Bengaluru, Hyderabad, Thiruvananthapuram, Chennai, Guwahati, Mumbai and Ahmedabad

Armenia: Mumbai, Delhi, Chennai, Bangalore, Hyderabad, Kochi and Ahmedabad.

Switzerland: Mumbai, Delhi, Kolkata, Chennai

Spain: Mumbai, Delhi

- g) The Bidder/ Service provider shall carryout entire trip in accordance with the detailed terms and conditions and itinerary. If in the opinion of the Bank, changes have to be made in the itinerary, the Bidder/ Service provider shall carryout the same without any extra cost to the Bank.
- h) The Bidder/ Service providers are requested to acquaint themselves with the location, requirements including training requirements, terms & conditions, itinerary, flight options, hotel accommodation before quoting the rates.
- i) Not more than 100-120 pax in total will travel on any given day from a one hub or all hubs put together. Hence all the schedules have to be planned accordingly.
- j) For every group of 40 pax,, a tour guide need to accompany the group for entire travel.
- k) For all the destinations, where biometrics is required, the same should be arranged at 16 LHO locations. The staff of vendor should be present to ensure smooth biometric activity.
- l) Local transportation from Airport to hotel & other destinations has to be arranged in AC buses / cabs.
- m) Day wise itinerary is to be provided.

6. DISCLAIMER

- 6.1. The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- 6.2. This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. 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. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.
- 6.3. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense

which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

- 6.4. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 6.5. The issue of this RFP does not imply that the Bank is bound to select a Bidder for the service and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 6.6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

7. EARNEST MONEY DEPOSIT (EMD)

- 7.1. The Bidder should submit an EMD of Rs.5,00,000/- (Rs. Five lacs only) as Bid Security in the form of Demand Draft/Pay order in favour of State Bank of India payable at Mumbai, The EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.
- 7.2. EMD (Demand Draft) should be kept in the envelope containing technical Bid. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.
- 7.3. The EMD of the unsuccessful bidders will be returned as early as possible.
- 7.4 Successful Bidder's EMD will be returned upon the bidder signing the contract and submitting the required security deposit.

8. SECURITY DEPOSIT - 1% of contract amount including EMD.

9 CONTENT OF BIDDING DOCUMENT

- 9.1 The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Functional Requirement Specifications (FRS), Eligibility Criteria, Technical 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.
- 9.2 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 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.

10 CLARIFICATIONS & AMENDMENTS

- 10.1 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.
- 10.2 The Bidder requiring any clarification of the bidding documents should submit written queries on or before the date specified in the bid dates for submission at the beginning of the RFP.
- 10.3 At any time prior to the deadline for submission of bids, SBI may modify the bidding document by amendment.
- 10.4 Any clarification issued by SBI will be in the form of an addendum/ corrigendum and will be available in SBI's website-www.sbi.co.in or www.statebankofindia.com. The amendment will be binding on all bidders. 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.

11. BIDDING PROCESS

- 11.1 The bids shall be submitted in sealed envelopes, containing Technical Bid along with EMD.to be submitted together in one envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria mentioned at No 35 and agree to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Those bids that have qualified for Technical bid evaluations shall be considered for further process.
- 11.2. Qualified bidders will be call for further processing for financial bidding in due course by the Bank for particular work depending upon the requirement of the bank.

12. TECHNICAL BID

12.1 TECHNICAL BID SHALL CONTAIN THE FOLLOWING

- i. Bid Covering Letter. Part I / F-I
- ii. Bid Submission. Part I / F-II
- iii. Agency's general details /information as per format
- iv. Letter of authority. Part I/F-III.
- v. Compliance statement Part I / F-IV

- vi. Self-attested true copies of the supporting documents in respect of the above, wherever applicable as per the RFP.
- vii. Duly countersigned Schedule-1, confirming the eligibility criteria.
- viii. EMD of Rs 5.00 lakhs only by way of Bank Draft from scheduled commercial Bank payable at Mumbai.
- ix. Pre- tender Integrity Pact. part I/V

12.2 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 price bid, failure to do so will make the bid liable to be rejected.

12.3 PRE-BID MEETING

SBI may, at its sole discretion, organize a pre-bid meeting, to resolve any queries, bidder may have. Any further information will be provided to all bidders on SBI website as corrigendum or through e-mails to those who attend the pre-bid meeting. The date for Pre-bid meeting is as mentioned in the Bid Dates at the beginning of this document. Any change in the date of pre-bid meeting will be posted on the SBI web site only.

12.4 VALIDITY OF BIDS

Bid shall remain valid for 90 days from the last date for submission of bids mentioned. A bid valid for shorter period is liable to be rejected. The bidder may require giving consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the bidder to revise/modify the bid document.

12.5 BID INTEGRITY

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of SBI. The bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of contents of bid 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.

- 12.5.1 Bidder has to signed a Integrity pact (pre tender) copy attached with document, Non submission of same will automatically disqualify the bidder. (Part I/ V)

12.6. FORMAT AND SIGNING OF BID

- 12.6.1 The bidder should prepare and submit the bid documents strictly as per the requirements mentioned in this RFP.

12.6.2 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 except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney or any other sufficient documentary proof showing that the signatory has been duly authorized to sign the bid document.

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

12.6.4 Bid should be typed and submitted on A4 size paper *font times new roman 12*, 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.

12.7 LAST DATE OF RECEIPT OF BIDS

The bid documents should be submitted to Deputy General Manager, State Bank of India Corporate Centre, Cross Selling Department, 10th Floor, Air India Building, Nariman Point, Mumbai. Before the last date and time mentioned in the Bid Dates at the beginning of this RFP.

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. In such case, the modified target date & time will be notified on the web site of the Bank.

12.8 BID CURRENCY

Prices shall be expressed in Indian National Rupees only.

12.9 LATE SUBMISSION OF BIDS

Any bid received by the Bank after target date and time prescribed date and time at Bid dates may be rejected and /or returned unopened to the bidder. Bidders are advised to ensure that the submission of bids are made well within the time specified for the same as any delay will be at the risk and responsibility of the person(s) who make such delayed submission.

12.10 MODIFICATION AND WITHDRAWAL OF BIDS

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

13. OPENING AND EVALUATION OF BIDS

13.1 Opening of Technical Bid

13.1.1. All the Bids will be opened at the date; time & locations mentioned under the clause Bid Dates or any subsequent date and time advised by the Bank. Representatives of Bidder may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidder's representatives.

14. PRE-QUALIFICATION NOTICE OF CONTRACT

14.1. SBI will notify successful and will be displayed on website and inform via mail, The shortlisted bidder has to return the duplicate copy of this letter to the Bank within 2 working days duly accepted, stamped and signed by authorized signatory in token of acceptance.

15. SUBCONTRACTING

15.1. No subcontracting will be permitted. Based on the scope of this RFP, subcontracting is explicitly prohibited.

16. INSPECTION, QUALITY CONTROL AND AUDIT

16.1 The Bank may, at its discretion, get the office and services of the selected bidder(s) inspected by the officers of the Bank.

17. CONFLICT OF INTEREST:

17.1. The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification wherein the bidder is responsible for any suppression of material facts, the Bank shall be entitled to forfeit and appropriate the Bid amount, as a genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof)

having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- (f) It is also clarified that the bidder having any banking relationship with the SBI shall not be treated as a conflict of interest unless the account of the bidder is classified as a Non- Performing Assets as per the applicable guidelines in the matter.

18. FRAUD & CORRUPT PRACTICES:

18.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

18.2 If a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

18.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the same or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Assignment or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Assignment;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

19. CANCELLATION OF CONTRACT

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 1 (one) month, for any valid reason, including but not limited to the following reasons:

- (i) Excessive delay in execution of orders placed by the Bank.
- (ii) Discrepancies / deviations in the agreed processes and/or products.
- (iii) Violation of terms & conditions stipulated in this RFP.
- (iv) Unsatisfactory or inefficient service to the Bank.
- (v) The termination or cancellation of the contract under any of the circumstances mentioned in the RFP or otherwise will not entitle the service provider to claim any compensation or damage from the Bank. However, on termination, Bank will pay to the service provider the entire amount due as on the contract for the services already provided to the Bank before such termination.

20. DELAYS IN PROVIDING THE SERVICE.

- 20.1. The efficient and timely rendering of services in accordance with the terms & conditions specified in the RFP is important. Any delay in performing the obligation /defect in performance by the service provider may result in imposition of liquidated damages, invoking of guarantee and/or termination of contract.

21. LIQUIDATED DAMAGES

- 21.1.If agency fails to perform services within stipulated time schedule or any loss is suffered by the Bank due to Acts attributable to the Service Provider on poor rating given by the participants on more than two occasions in terms of clause 31, the Bank shall, without prejudice to its other remedies under the contract; SBI may consider termination of Contract pursuant to the conditions of contract.
- 21.2.The Bank will take regular feedback from officials and employees and If it is found correct, the Bank shall take suitable steps for termination of agreement, removal/ blacklisting of service provider and/or forfeiture of EMD / Security deposited/ bill payment as per penalty clause 31 of tender.

22. FORCE MAJEURE

- 22.1. Any failure or delay by bidder 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, is not a default or a ground for termination.
- 22.2. If Force Majeure situation arises the agency shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by SBI in writing, the agency 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. TERMINATION FOR INSOLVENCY

- 23.1.SBI may at any time terminate the Contract without notice to the agency, if the agency becomes bankrupt or otherwise insolvent on proceedings once initiated for the same.

24. GOVERNING LAW AND DISPUTE RESOLUTION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY)

- 24.1.All disputes or differences whatsoever arising between the parties out of or in connection with this 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 this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, party (SBI or agency), 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 appointment of a sole arbitrator, the dispute may be referred to a tribunal of three arbitrators; one each to be nominated by each party and the said arbitrators shall jointly nominate a presiding arbitrator. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- 24.2. The agency 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.

24.3. 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.

25. GOVERNING LANGUAGE

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

26. GOVERNING LAW

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

27. NOTICES

27.1. 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 of the Bank: Deputy General Manager Cross Selling Department, 10th Floor Conference Hall, Air India Building, Nariman Point Corporate Centre, Mumbai -400021 Contact Number: 022-22870872 Email: dgm.mcs@sbi.co.in

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

28. TAXES AND DUTIES

28.1. The Agency shall be entirely responsible for all taxes, duties, license fees, other taxes, etc, other than the GST payable on service charges.

28.2. If any taxes other than the GST are to be paid by the Bank, same should be mentioned explicitly in the commercial bid and suitable loading factor will be added for the evaluation of commercial bids for finding out the L- 1 for each destination bidder based on such taxes, if any attributed to the Bank.

29. ADVANCE AMOUNT: There will no provision for advance amount for the said programme.

30. PAYMENT TERMS

- a) The payment will be made on batch wise in phased manner.
- b) The payment of bills will be made batch wise and will be released in the account tentatively within 20 working days after final submission of bill for every batch.
- c) The payment of bill will be released in account by RTGS/ NEFT only.
- d) While submitting bill full details regarding payment has to be mentioned. (Beneficiary Name, Bank A/C no, Bank Name, Branch Name, GST no. IFSC No. MICR no, Pan no.)

31. PENALTY CLAUSE

Best quality service is the essence of this contract. Any lapse action on the agreed norms (on time check in, providing the quality food for breakfast, lunch, dinner and Hi-tea etc, quality of the coaches and management of the trip etc) by the tenderer as per the service level agreement shall subject to deduction of payment to an extent of 5-10% of the total payable amount for a particular group. The same would be done by taking a valid feedback from the people travelling in the group. Rooms have to be allocated within maximum of 30 minutes of arrival of the participants at the Hotel.

Service provider will have to provide feedback forms at the end of every batch tours, this form contains feedback on three major areas i.e. Food, Lodging and transport arrangement made by the service provider with only two options i.e. **Satisfactory or Poor**. Total % of average satisfactory should not be less than 65%.

In case total average poor rating % is more than 35% in that event bank will impose penalty are as below:

average poor rating range	penalty on the bill submitted by the service provider on corresponding batch
35% – 45%	5% of the total bill value of batch
46% – 60%	8% of the total bill value of batch
61% – 80%	10% of the total bill value of batch
81% – 100%	25% of the total bill value of batch

32. AGENCY’S OBLIGATION

- (i) The agency 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 to render effective service to the Bank as per the requirement in this RFP.
- (ii) The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel.
- (iii) The Agency 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.
- (iv) The Agency has to maintain an account with any SBI Branch for receiving all payments and also carrying out other transactions with SBI.

33. TERMS & CONDITIONS

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

33.2. 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 RFP together with Bank’s written acceptance & notification of award shall constitute a binding contract with the agency.

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

- 33.4 The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- 33.5 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.
- 33.6 The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website www.sbi.co.in before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- 33.7 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.
- 33.8 Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.
- 33.9 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 affected Bidder(s). 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 service were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
 - (iii) Proposed prices are unacceptable for the service.
 - (iv) The Proposal is not in the best interest of SBI
 - (v) Any other reason
- 33.10. Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the Bank and to furnish clarifications on any points / queries received from them. No separate communication will be sent for this meeting.
- 33.11. SBI reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.
- 33.12. All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.
- 33.13. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

34. COST OF BIDDING DOCUMENT

The Bidder shall bear all costs 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

Bidders have to fulfil the following eligibility criteria. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected. Bidder has to

countersign a copy of these eligibility criteria, confirming their edibility as per these criteria and to be submitted along with the Bid submission.

35.ELIGIBILITY CRITERIA /PRE –QUALIFICATION

Sched-1

- a) The bidder **should not have been blacklisted** or removed by any Government / PSU/Bank or by Reserve Bank of India / IBA for corrupt or fraudulent practices or non-delivery or non-performance; during the last three years as on the date of issuance of RFP (An undertaking in this regard is to be submitted on bidder's letter head)
- b) The bidder should be duly **registered under the Shops and Establishments Act** (Copy of registration certificate to be attached).
- c) The bidder should be **registered for the purpose of GST / & VAT /Sales tax** as applicable. (Such registration number along with supporting document to be provided.)
- d) The bidder should be an assess of Income tax and should have **valid PAN number**. (Copy of PAN card to be provided.)
- e) The agency should be a **member of IATA** (The International Air Transport Association -submit copy of valid membership certificate).
- f) The agency / bidder should have **experience of Seven years**(minimum) of handling overseas (International) such type of tours for Corporate, Govt. originations, PSUs, PSBs or for Insurance Companies (Supporting documents to be submitted.)
- g) Should have conducted a minimum 10 (ten) Corporate Tours to overseas locations similar places with group size of 4000 or more in last 5 years.
- h) Receipts from foreign tours should not be less than Rs.100 Crs for the financial year 2016-17.
- i) The applicant should have satisfactorily completed "similar" works of magnitude as specified below during the last 7 years. This should be certified by an Officer not below the rank of DGM or equivalent of the Organization for whom the work has been done.
 - a. Three similar completed works each not less than group size 4000 participants during the last 7 years.
 - b. Two similar completed works each not less than group size 5000 participants during The last 7 years.

OR

c. One similar completed work not less than group size 8000 during the last 7 years

NOTE:

- “Similar works” under this clause shall mean “successful completed overseas education tours for Banks, Financial Institutions, MNCs, Government Organizations / undertakings, reputed private organizations etc.
- j) The applicant should have a **solvency of Rs. 200 Crores** certified by a Scheduled Bank (Original copy to be attached). The Solvency Certificate should not have been obtained earlier than 31/03/2017. In case, the applicant is not able to supply the solvency certificate in original, the same should be attested by a Notary.
- k) The average annual turnover of the bidder from overseas tours services **should be not less than 200 crores annually**, as per the audited balance sheets of the last 3 financial year. (Copy of audited balance sheets to be submitted). Year in which no turnover is shown would also be considered for working out the average.
- l) The agency /company office should have at least one office in Mumbai (Address of such service office and other details/ document to be provided).
- m) The company / agency should provide certificate of having “**Safe site**”.
- n) The agency should be “**cert-in**” certified. Necessary certificate should be enclosed.
- o) The agency/bidders should have a proven track record of having provided such services with at least three reputed public sectors /private sectors companies’ certificate or such sufficient proof to be attached with the tender documents.
- p) (The bidder shall be disqualified if any of these criteria are not fulfilled or the documents submitted are found to be not correct or satisfactory. The Bank reserves the right to modify or amend the eligibility criteria. The Bank’s decision in any matter related to this bid shall be final and binding all concerned).

The agency should be able to provide VISA / Travel Insurance services to the Bank whenever so required.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature

Seal of Company

TECHNICAL DATA

To
Deputy General Manager,
State Bank of India.
Cross Selling Department,
10th Floor, Air India Building,
Nariman Point, Mumbai-400021

GENERAL DETAILS/ INFORMATION

NAME OF THE AGENCY/COMPANY	
CONSTITUTION OF THE BIDDER	
NUMBER OF YEARS IN OPERATION	
REGISTERED ADDRESS	
OFFICE ADDRESS IF DIFFERENT FROM ABOVE	
NAMES & ADDRESS OF THE DIRECTORS / PROMOTERS	
TELEPHONE NUMBER	
E-MAIL ADDRESS & WEB SITE	
TELEFAX NUMBER	

CONTACT PERSON PARTICULARS 1.Name of the Company 2.Name of Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax Number 5. Mobile Number 6. e-mail	
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BIDDERS REQUESTED TO FILL THIS CHECK LIST AND ENSURE THAT ALL DETAILS/ DOCUMENTS HAVE BEEN FURNISHED ALONG WITH HIS OFFER.

SN	Documents required	(Agency to indicate) Yes/No
1.	Documents to establish that the agency / company should have been in the business of Travel agency services for 7 years.	
2.	Xerox copy of IATA license	
3.	Under taking to be submitted on company's letter head that company has not been blacklisted by any PSU/ Govt. / Bank.	
4.	Certificate from three companies with whom empaneled for good track record	

B. (i) ANNUAL TURNOVER STATEMENT

The Agency / company shall indicate here the turnover and income from Air ticketing for 5 years based on the audited balance sheets & profit & loss account statement/ Copy of Audited balance sheet including profit & loss account.

THREE FINANCIAL YEARS	TOTAL ANNUAL TURNOVER (IN RS.)
2012 - 13	
2013 -14	
2014 -15	
2015 -16	
2016 - 17	

B. (ii) EXPERIENCE IN SIMILAR WORK

Experience of having successfully completed similar works during last 7 years ending last day of months previous to the one in which applications are invited should be either of the following:			
	Name of Organization	Date of award	No. of participant
(a) Three similar completed works each not less than group size 4000 participants during the last 7 years. Or			
(b) Two similar completed works each not less than group size 5000 participants during the last 7 years. Or			
(c) One similar completed work not less than group size 8000 during the last 7 years.			

C. SERVICE TAX REGISTRATION DETAILS

GST Registration Number	
Place & Registration Authority	

D. VAT REGISTRATION DETAILS

Registration Number	
Registration Authority	

E. EMD DETAILS

Bank Draft/Bankers Cheque No.	
Dated	
Drawn on	
PAN No. of the agency/ company	

F: KEY PERSONNEL PERMANENTLY EMPLOYED.

SN	Name	Designation	Qualification	Experience	Since When

Sl. No.	GENERAL TERMS & CONDITIONS	Agree	Disagree
1	No Tender will be accepted after scheduled time and date. Unsealed Tender will not also be accepted.		
2	The standard rates quoted is inclusive of all facilities and only the applicable taxes shall be paid extra as per extant government norm to the tour operator.		
3	The tender should remain valid for acceptance by the Bank for a period till the time all trips are executed as per the Bank officials availability and schedules and the tendered shall not cancel or withdraw the tender during this period.		
4	Penalty Clause		
5	Rooms have to be allocated within maximum of 30 minutes of arrival of the participants at the Hotel.		
6	In case of NO SHOW by any participant, only the Airfare would be paid by the Bank. The land cost and other costs will not be paid by the Bank		
8	Not more than 100-120 pax in total will travel on any given day from a one hub or all hubs put together. Hence all the schedules have to be planned accordingly.		
9	The schedules of the airlines have to be chosen in such a way that the participants get maximum time to spend at the destination.		
10	The Bank does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the Proposal, either in whole or in part without assigning any reason(s) thereof.		
11	The Bank would not provide any advance for the operation of the trips. The Bank would be making the payments batch wise within 20 working days of submission of bills for each batch.		

12	The vendors are requested to acquaint themselves with the location, requirements including training requirements, terms & conditions, itinerary, flight options, hotel accommodation before quoting the rates.		
13	The vendor shall not assign the contract. In case of any such sub assignment at the foreign location, the vendor has to inform the Bank upfront.		
14	The Vendor shall carryout entire trip in accordance with the detailed terms and conditions and itinerary. If in the opinion of the Bank, changes have to be made in the itinerary, the vendor shall carryout the same without any extra cost to the Bank.		
15	If the vendor's performance in managing the trips is found to be unsatisfactory, the bank reserves the right to cancel in part or whole of the contract & gets the work executed through alternative means at the entire risk & cost of the vendor by giving seven days' notice. In such cases, the vendor should make good all loses that the bank may incur on account of same.		
16	The Sealed envelope submitted by bidder shall contain the technical bid along with all details as required and acceptance of the conditions mentioned in the Bid along with enclosures of any stipulation proposed by the bidder.		
17	3 employees of the Vendor has to be placed in the premises of SBI for necessary support to manage the trips and as well co-ordinate with the officials in the Circles.		
18	On acceptance of the tender, the successful tenderer shall be given the work order, in duplicate & the duplicate copy has to be returned duly signed by the vendor as a token of acceptance of work order including the terms of contract/ Service Level agreement along with their tender, failure to which their tender is liable for rejection without any notice.		
19	Dinner to be provided for late night departures after (9 PM)		
20	Travelers should be directly taken to Hotel for Check IN and Freshening up.		
21	SBI has the right to accept/reject any/all Proposal without assigning any reasons whatsoever.		

(SIGNATURE OF AUTHORISED PERSON WITH SEAL)

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

To,
Deputy General Manager,
State Bank of India.
Cross Selling Department,
10th Floor, Air India Building,
Nariman Point,
Mumbai-400021

Sir,

Our Bid for _____

We submit our Bid Document herewith. We understand that:

1. The Bank is are not bound to accept the lowest or any bid received by the Bank, and the Bank is entitled to reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process; open or limited tender as per requirement of the Bank.
3. 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.
4. If our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract
5. You may accept or entrust the entire work to one agency or divide the work to more than one agency without assigning any reason or giving any explanation whatsoever
6. Agency means the bidder who is decided and declared so after examination of commercial bids.
7. The name(s) of successful bidder to whom the contract is finally awarded after the completion of commercial bid shall be displayed on the website of the Bank and/or communicated to successful bidder(s).
8. We agree to be bound by the terms and conditions of RFP and all applicable CVC guidelines/ instructions applicable in the matter.

9. We agree to maintain absolute confidentiality in respect of any details of the Bank or its constituents or employees passed to us during the bidding process or contractual period.

Yours faithfully,

For:
Signature:
Name:

Part-1 / F -II

BID SUBMISSION FORM

To
Deputy General Manager,
State Bank of India.
Cross Selling Department,
10th Floor, Air India Building,
Nariman Point,
Mumbai-400021

Dear Sir,

After examining the RFP Documents including all terms and conditions, annexure and schedules therein the receipt of which are hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job and in conformity with, the said Bid Documents.

We confirm that this bid is valid for a period of 90 days from the last date fixed for submission of bid in the RFP, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

Until a final Agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Service in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any bid that you may receive.

We also confirm that as per the applicable law, we are authorized and competent to provide the service sought by the Bank in bid documents.

DATE: SIGNATURE OF AUTHORISED PERSON WITH SEAL

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

Part-1 / F-III

LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS/ CONFERENCES

To
Deputy General Manager,
State Bank of India.
Cross Selling Department,
10th Floor, Air India Building,
Nariman Point,
Mumbai-400021

Date:

Dear Sir,

We _____ hereby authorize following representative(s) to attend technical bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature
Name & Designation

Note: This letter of authority should be on the letterhead of the Agency / Company and should be signed by a person competent and having the power of attorney to bind the Agency / Company.

Not more than two persons are permitted to attend technical Bid and price bid opening.

Part I / F - IV

Compliance Statement

To
Deputy General Manager,
State Bank of India.
Cross Selling Department,
10th Floor, Air India Building,
Nariman Point, Mumbai-400021

DECLARATION

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

We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.

We certify that we have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

We here by certify that our name (i.e. name of the bidding entity or any of its promoters or partners or proprietors) do not appear in any “Caution” list of RBI / IBA/ Government or any other regulatory/statutory authority.

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

- 1)
- 2)

(Please give the deviations, if any. If no deviation, please mention ‘NIL’. If left blank it will be construed that there is no deviation from the specification given above.)

Signature:

Seal of Company/ Agency.

.....
Part I / F - V

PRE CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is Made on _____ day of the month of 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its Cross selling Department, 10th Floor Conference Hall, Air India Building, Nariman Point Corporate Centre, Mumbai -400021 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s_____ represented by Shri..... , Chief Executive Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores /Equipment/Item/services) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and

free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to

be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
3. 1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 3.3 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 3.4 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its

functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be

paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.