



**REQUEST FOR PROPOSAL (RFP)**

**FOR APPOINTMENT OF CONSULTANT TO OPTIMIZE BALANCE SHEET  
AND MAXIMIZE RETURN ON ASSET AND PRE-PROVISION OPERATING  
PROFIT**

**RFP REFERENCE NO: PPR/RFP/1/2018**

**DATED: June 21, 2018**

**STATE BANK OF INDIA, FC DEPARTMENT, CORPORATE  
CENTRE, 1<sup>st</sup> FLOOR, STATE BANK BHAVAN, MADAME  
CAMA ROAD, NARIMAN POINT, MUMBAI – 400 021**

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## 1. BID DETAILS :

Sr. No.	Particulars	Time / Date / Other Details
1.	Date of commencement of Bidding process (Issue of RFP)	21.06.2018
2.	Last date and time for receipt of written queries for clarification from Bidders	26.06.2018 Time - 5:00 pm
3.	Tentative pre-Bid meeting Date & Time	26.06.2018 Time - 2:00 pm
4.	Last Date & Time for Final Bid submission	30.06.2018 Time – 5:00 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	02.07.2018 Time ..... *  02.07.2018 Time ..... *
6.	(a) Tentative date for presentation by the eligible bidders  (b) Tentative date for opening of Financial Bid and evaluation	11.07.2018/ 12.07.2018 17.07.2018 Time ..... *  11.07.2018/ 12.07.2018 17.07.2018 Time ..... *
7.	Place of opening of Bids	Address : State Bank of India, Corporate Centre, 10 <sup>th</sup> Floor State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021.

9.	Address for communication (Bank)	Address : General Manager, PPR State Bank of India, PPR Department, Corporate Centre, 1st Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai- 400 021. email: gm.ppr@sbi.co.in
10.	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.
11.	Bid Security (EMD)	Rs. 500,000/- (Rupees Five Lacs only)

\* To be advised in due course

## **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.27,06,343 crores and Advances of Rs.20,48,387 crores as on 31.03.2018.

The bank's net loss for FY18 is at Rs 6547 crores, while its pre-provision operating profit was at Rs. 59,511 crores. Net interest income is at Rs 74,854 crores, while other income was at Rs. 44,601 crores and cost to income ratio was at 50.18% for FY18.

The bank is looking to inter-alia optimize Balance sheet and increase its Return on Assets (RoA) and Pre-Provisions operating profit (PPoP) by growing the interest income, treasury returns, fee income and by reducing interest expense, operating expenses and optimizing the balance sheet. The proposed project should help the Bank achieve the above objectives.

## **3. PROJECT SCOPE & KEY DELIVERABLES:**

### **3.1 PROJECT SCOPE**

The objective is to improve the Bank's Return on Assets (RoA) and Pre-Provisions operating profit (PPOP), by increasing income from different sources, reducing cost and optimizing the balance sheet. The consultant should perform an upfront diagnostic to identify opportunities that have the potential to improve bank's RoA and PPOP through performing a detailed design for mutually selected opportunities. The scope should include:

#### **Interest income**

- Understanding portfolio mix of other competitors in the market and its evolution
- Given market outlook, bank's strengths and through cycle historical performance, designing optimal portfolio mix across retail, SME and corporate lending book
- Across retail, SME and corporate,
  - Current market size, expected evolution (growth) by product, competitive intensity and profitability
  - Key drivers of growth, potential disruptive opportunities and risks
  - Key capabilities and differentiators required to achieve growth
  - Bank performance (growth, profitability) in each of these sub segments

- Bank's strategic posture across key issues / trends: Secured vs unsecured lending, digital lending, agri finance, Infra-finance, corporate bond markets, transaction banking vs. relationship banking etc.
- Competitive advantages from risk-based pricing
- Opportunities to improve the tenure of lending products and/or reduce pre-payments
- Strategies adopted by players to drive effective recovery of retail and SME loans that have been written off to improve interest income & opportunities for the bank
- Opportunities for the bank to improve its PSL portfolio management to maximize risk adjusted interest income and reduce investments in RIDF

**Fee income**

- Opportunities for the bank to improve fee income from third-party products & subsidiaries – insurance, mutual funds, forex, derivatives and credit cards (bench-mark income by product)
- Strategies for the bank to grow fee income from the corporate portfolio
- Identification of other fee income opportunities for the bank

**Interest expense**

- Bank's CASA proportion growth & aspiration, competitive postures in the market
- Bank's market share in the deposit market, key differentiators and capabilities required
- Bank's share of New to Bank (NTB) vs. Existing to Bank (ETB) SA vis-à-vis peers & opportunities to improve NTB growth
- Bank's aspiration for CA growth and opportunities to win in this segment
- Bank's optimal overall borrowing profile and optimal borrowing to deposit ratio

**Cost**

- Understanding cost of acquisition and channel mix for competitors and the bank's position
- Strategies for changing bank's channel mix across retail lending products to lower its cost of acquisition
- Opportunities to optimally manage marketing and branding spend
- Understanding the bank's physical footprint, opportunities to effectively consolidate branches and shift towards attractive markets
- Opportunities for reduction in cash management costs and improving float
- Opportunities to reduce other overheads such as insurance costs, repair and maintenance costs, travel and conveyance costs

### **3.2 KEY DELIVERABLES**

The deliverables for the Consultant should include but not limited to:

#### **Interest income:**

- Identify bank's segment-wise & product-wise aspirations and optimize asset side of Balance sheet for optimal resource allocation
- Design bank's strategic posture across key issues / trends: Secured vs unsecured lending, digital lending, agri finance, Infra-finance, corporate bond markets, transaction banking vs term etc.
- Diagnostic of shifts in product mix required for the bank to improve interest income
- Design products & strategies to improve interest income for the bank
- Design & implement shortlisted (mutually agreed) opportunities

#### **Fee income and Other income**

- Identify opportunities for the bank to improve fee income from third-party products & subsidiaries
- Design plan to institutionalize fee-structures within the bank, across the branches and reduce manual interventions
- Roll out institutionalized plans across the bank
- Identify opportunities for improving fee income from corporate portfolio / any other fee income opportunity including income from forex, derivatives for the bank
- Design opportunities for the bank to improve effective recovery of retail and SME loans that have been written off to improve interest income
- Design & implement mutually agreed opportunities/strategies

#### **Interest expense**

- Identify bank's CASA aspiration – proportion & growth
- Identify capabilities required within the bank to achieve its CASA aspirations
- Design initiatives for growth of both CA & SA (incl. initiatives to grow NTB)
- Design optimal PSL portfolio for the bank and initiatives to achieve PSL aspirations
- Identify optimal borrowing to deposit ratio for the bank
- Design & implement mutually agreed opportunities / strategies

#### **Cost**

- Design strategies to reduce the various cost heads of the bank



- Design initiatives to reduce cost of acquisition (e.g., product mix, channel mix, etc.)
- Design initiatives for optimal branding & marketing spend
- Design initiatives to reduce support cost, e.g., IT, operations, customer service, etc.
- Design initiatives to optimize infrastructure costs
- Design initiatives to ascertain the cost benefit and expected IRR of large infrastructure and IT spends
- Design initiatives to reduce other overhead costs, improve float, etc.
- Roll-out mutually agreed initiatives across the bank

#### 4. TIMELINES

- I. The above scope and deliverables have to be designed and executed to Bank's satisfaction in a 12 months period.
- II. The following elements of the deliverables shall be expected to be completed in the following timeline:

	Activity	Timeline
Phase 1- A	Diagnostic of current state of the bank and identification of opportunities for improving pre-provision operating profit	0-3 months
Phase 1- B	Prioritization of opportunities identified for detailed design, and execution support for implementation / roll-out and sequencing of identified opportunities	3 <sup>rd</sup> to 4 <sup>th</sup> month
Phase 2- A	Detailed design, pilot (as applicable) and execution / roll-out of prioritized initiatives in mutually agreed sequence	5 <sup>th</sup> to 12 <sup>th</sup> month
Phase 2- B	Capability building across the frontline and back office to help execute proposed initiatives Knowledge transfer to the bank across initiatives	7 <sup>th</sup> to 12 <sup>th</sup> month, and in phases along with roll-out

- III. Bank, at its sole discretion reserves the right to ask the consultant to continue for further period on related scope enhancements beyond the scope mentioned in this RFP at a cost not exceeding pro-rata per month cost as quoted for the earlier job, on the same terms and conditions.
- IV. It is expected that a consultant team of sufficient number of persons not less than 4 full-time staff be allocated to the project in addition to the project directors who will oversee the entire project.

## **5. RFP TERMINOLOGY**

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

5.1 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”

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.

- i. This RFP will be open to the bidders who have the necessary eligibility, experience, capability and expertise.
- ii. This RFP is not an offer by the State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly 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.

(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 GM (PPR), PPR department, Corporate Centre, State Bank Bhavan, 1<sup>st</sup> 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 optimize Balance sheet and maximize Return on Assets and Pre Provision Operating Profit”) containing 2 (two) separate sealed envelopes inside, one for Technical Bid (super scribed as “Technical bid for appointment of consultant to optimize Balance sheet and maximize Return on Assets and Pre Provision Operating Profit”) and other for Financial Bid (super scribed as “Financial bid for appointment of consultant to optimize Balance sheet and maximize Return on Assets and Pre Provision Operating Profit”). 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 optimize Balance sheet and maximize Return on Assets and Pre Provision Operating Profit ”. In this envelope a Hard copy of technical bid which should be a complete document and placed in a sealed envelope super-scribed as “HARD COPY OF TECHNICAL BID” and a soft copy of the technical bid should be submitted in an sealed envelope marked as “SOFT COPY OF TECHNICAL BID” should be placed. The envelope marked as “HARD COPY OF TECHNICAL BID” 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 “Hard Copy of Technical Bid - Eligibility”) and other containing complete technical Bid details (super scribed as “Hard Copy of Technical Bid - Details”). The envelope marked as “SOFT COPY OF TECHNICAL BID” will also contain two sealed envelopes which will each contain a CD, one containing details of eligibility criteria as per **Annexure B & Annexure C** of the RFP (super scribed as “Soft Copy of Technical Bid - Eligibility”) and other containing complete technical Bid details (super scribed as “Soft Copy of Technical Bid - Details”).

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):

- 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:
    1. to sign the Contract within the time specified by the Bank ; or
    2. to furnish Performance Bank Guarantee within the time specified in this RFP.

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 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-VI**

**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 for different stages of the job as per **Annexure E**. Financial bid should comprise of one hard copy and one soft copy (Word/Excel format). Hard copy of financial bid should be a complete document and placed in a sealed envelope super-scribed as "FINANCIAL BID". The soft copy of the financial bid should be submitted on a CD sealed in an envelope marked as "SOFT COPY OF FINANCIAL BID". These two sealed envelopes should be placed in a single sealed envelope super-scribed as "Financial bid for appointment of consultant to optimize Balance sheet and maximize Return on Assets and Pre Provision Operating Profit".



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. Payment schedules & milestones for Phase 2 will be decided by the Bank after award of the tender/ after completion of Phase 1. If any taxes are to be paid by the Bank same should be mentioned explicitly including rates of such. Bank shall not be liable for any taxes other than those specifically mentioned in the financial bid to the consultant in the event of any payment as per the project cost.

## **9.6 REVEALING OF PRICES**

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

## **9.7 PRE-BID MEETING**

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

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

## **9.10 FORMAT AND SIGNING OF BID**

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

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

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

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

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

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

## **9.11 LAST DATE OF RECEIPT OF BIDS**

The bid should be addressed to GM, PPR at following address up to the time and date mentioned in the Bid Details:

GM, PPR

PPR Department

State Bank of India,  
Corporate Centre  
5<sup>th</sup> Floor, State Bank Bhavan,  
Madame Cama Road, Nariman Point,  
Mumbai- 400 021.

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

## **9.12 BID CURRENCY**

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

## **9.13 LATE SUBMISSION OF BIDS**

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

## **9.14 MODIFICATION AND WITHDRAWAL OF BIDS**

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

# **10. OPENING AND EVALUATION OF BIDS:**

## **10.1 OPENING OF TECHNICAL BID**

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

## **10.2 EVALUATION PROCESS**

### **10.2.1 Preliminary examination**

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

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

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

### 10.2.2 Technical Evaluation Process

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

Criteria, sub-criteria and point system for technical evaluation to be followed are as provided under **Exhibit-IV**. To qualify for opening of financial bids, the Bidder should have been awarded 70% or 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 70%, 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 70% 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 consultancy services. Bidder must provide detailed cost breakdown, for different stages of the job as mentioned in the financial bid. Total cost of services would be deemed as cost and entity quoting the lowest total cost would be awarded full marks and others pro rata.

## 10.3 COMBINED TECHNO-FINANCIAL EVALUATION:

- i. Bids will be evaluated as per Combined Quality and Cost Based Selection System (QCBS). The Technical bids will be allotted weightage of 70% while financial bids will be allotted weightage of 30%.
- ii. A combined score "Score (S)" will be arrived at after considering the nominal financial quote and the marks obtained in technical evaluation with relative weights of 30 % for financial bid and 70 % for Technical Bid according to the following formula:

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

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 *70	= f lowest / f * 30	
1	A	90	60	90/90 *70 = 70	50/60*30= 25	95
2	B	80	70	80/90*70 = 62	50/70*30 = 21	83
3	C	70	50	70/90*70 = 54	50/50*30 =30	84

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.

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 qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank.

## **12. DISCLAIMER**

The information contained in this RFP document issued for the eligible and interested bidders or any of their Employees / Directors, is provided on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require. This RFP document may not be complete in all respects, and it is not possible for the Bank and their employees to consider the business / investment objectives, financial situation and particular needs of each Bidder, who reads or uses this RFP document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. The Bank and its employees make no representation or warranty and shall

incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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

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

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

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

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

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

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



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

### **13. Bank Guarantee (BG)**

13.1 The selected bidder would be required to submit a Bank Guarantee to the Bank for an amount equivalent to 10% of the Total Project Cost (Phase 1 and Phase 2 combined) within 10 days from the selection of the successful bidder. The BG will be in addition to the EMD. The BG will be valid for period of 12 months and such other extended period as the Bank may decide for due fulfillment of the project obligations.

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

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

### **14. CONFLICT OF INTEREST**

14.1 SBI requires that consultant 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.

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

(a) Conflicting Assignment/ Job: A consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Consultant / 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.

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

## **15. PATENT RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **18. INSPECTION, QUALITY CONTROL AND AUDIT**

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

18.2 The selected bidder shall, whenever required by the bank, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the

Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work.

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

18.4 The Bank'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.

## **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.

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:

**General Manager, PPR  
PPR Department  
State Bank of India,  
Corporate Centre,  
1<sup>st</sup> Floor, State Bank Bhavan,  
Madame Cama Road,  
Nariman Point,  
Mumbai- 400 021**

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

## **29. TAXES AND DUTIES**

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

## **30. CONSULTANT'S OBLIGATION**

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



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

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

30.4 The team exclusively assigned to the project should consist of sufficient number of persons not less than 4 persons with sufficient caliber. Detailed Curriculum Vitae (CV) for each of these professional staff to be provided as per **Exhibit- III**.

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

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

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

## **31. SERVICES**

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

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

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

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



## **32. TERMS & CONDITIONS**

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

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

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

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

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

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

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

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

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

- i. Services Contemplated are no longer required,
- ii. Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments,
- iii. Proposed prices are unacceptable to the Work,
- iv. The Project is not in the best interest of SBI,

- v. Any other reason, which 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.

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

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

32.17 Consultant shall not use any information or material received from the Bank or designed as part of the deliverables for the benefit of consultant or any third party (ies).

## ANNEXURE – A: BID COVERING LETTER

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

To,

**GM, PPR**

**PPR Department**

**State Bank of India,  
Corporate Centre  
1<sup>st</sup> Floor, State Bank Bhavan,  
Madame Cama Road,  
Nariman Point,  
Mumbai- 400 021**

Sir,

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

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

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

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

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

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

Yours faithfully,

Authorised Signatory:

Name:

### **ANNEXURE B: ELIGIBILITY CRITERIA**

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

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

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted</b>
1	Should be a professional Management Consulting Company / firm of international repute / standing	A write up about the company / firm, its standing and past work done. (Not exceeding 2 pages). Copy of the Certificate of Incorporation issued by Registrar of Companies / firms and full address of the registered office
2	The bidder should be in existence for a minimum period of 8 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 similar consulting assignments in India in at least one Public Sector Bank/Large Private Sector Bank.	Letters from clients/ Copy of engagement letters/ contracts
5	The firm should not be blacklisted/barred/disqualified by any regulator/statutory body as on date of submission of bid	Self-declaration

6	All bidders are required to submit an earnest bid money amount of Indian Rupees Five lacs 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.
7	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 – DETAILED BID**

Technical approach, methodology and work plan are the key components of the Technical proposal. You are suggested to present your Technical proposal in the form of brief write up divided into 5 chapters 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 target users across the organization. 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.



## **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 optimize Balance sheet and maximize Return on Assets and Pre Provision Operating Profit.”

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. The financial bid used for evaluation will be a combination of fees for Phase 1 and Phase 2 i.e., Phase 1 total bid+ Phase 2 total bid
- iv. 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.

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

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 acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

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

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

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

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

## **5. Suggestions and Feedback**

5.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_

(month) (place)

For and on behalf of \_\_\_\_\_

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,  
CGM, FC Department  
Corporate Centre  
1<sup>st</sup> Floor, State Bank Bhavan  
Madame Cama Road,  
Nariman Point  
Mumbai – 400 021

(Hereinafter referred to as "SBI / you")

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

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

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

We the Guarantor, further confirm that a mere letter from the SBI that there has been a breach by the Consultant of its obligations or there are sufficient reasons for

invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

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

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

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

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

Date:

For \_\_\_\_\_

(Branch and Bank)

Authorised Signatory

Place:

**ANNEXURE I: BIDDER'S LETTER FOR EMD**

To,

State Bank of India,  
CGM, FC Department  
Corporate Centre  
1<sup>st</sup> Floor, State Bank Bhavan  
Madame Cama Road, Nariman Point  
Mumbai- 400 021.

**RFP: For Appointment of Consultant to Optimize Balance Sheet and Maximize  
Return on Assets and Pre Provision Operating Profit**

**RFP Ref:**

We enclose EMD in the form of a Demand Draft / Banker's Cheque/ Pay Order No..... issued by the Branch of the .....Bank, for the sum of Rs. 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 optimize Balance sheet and maximize Return on Assets and Pre Provision Operating Profit” and other for Financial Bid (super scribed as “Financial bid for appointment of consultant to optimize Balance sheet and maximize Return on Assets and Pre Provision Operating Profit).

In the technical bid envelope a Hard copy of technical bid which should be a complete document and placed in a sealed envelope super-scribed as “HARD COPY OF TECHNICAL BID” and a soft copy of the technical bid should be submitted in an sealed envelope marked as “SOFT COPY OF TECHNICAL BID” should be placed. The envelope marked as “HARD COPY OF TECHNICAL BID” 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 “Hard Copy of Technical Bid - Eligibility”) and other containing complete technical Bid details (super scribed as “Hard Copy of Technical Bid - Details”). The envelope marked as “SOFT COPY OF TECHNICAL BID” will also contain two sealed envelopes which will each contain a CD, one containing details of eligibility criteria as per **Annexure B & Annexure C** of the RFP (super scribed as “Soft Copy of Technical Bid - Eligibility”) and other containing complete technical Bid details (super scribed as “Soft Copy of Technical Bid - Details”).

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

(A) Envelope super scribed ‘Hard Copy of Technical Bid – Eligibility Details’

**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**

(B) Envelope super scribed 'Hard Copy of Technical Bid – Detailed'

- 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:	
Location within country:	
Name of Client:	
Start date month/year:	
Completion date month/year:	
Name of associated Consultants, if any:	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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.

**EXHIBIT - II: TEAM COMPOSITION AND TASK ASSIGNMENTS**

Team composition must continue till the completion of the project

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. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
8. Countries of Work Experience: [List countries where staff has worked in the last ten years]:
9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment see format here below: dates of employment, name of employing organization, positions held.]:        Positions held:
11. Detailed Tasks Assigned
12. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned
  - a) List all tasks to be performed under this assignment
  - b) Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]
    - i. Name of assignment or project:
    - ii. Year:
    - iii. Location:
    - iv. Client:
    - v. Main project features:
    - vi. Positions held:
    - vii. Activities performed:

**EXHIBIT - IV: TECHNICAL EVALUATION CRITERIA**

<b>Sr. No.</b>	<b>Criteria</b>	<b>Indicative Criteria</b>
1	<p>Understanding SBI Context:</p> <ul style="list-style-type: none"> <li>i. Experience in servicing SBI on strategic projects</li> <li>ii. Number of SBI engagements in the past 5 years</li> <li>iii. Understanding of SBI's challenges in the profitability area</li> <li>iv. Quality of understanding the scope</li> </ul>	<ul style="list-style-type: none"> <li>a) Write-up from consultants on experience in working with SBI + Bank's own experience</li> <li>b) Quality of understanding challenges faced by SBI in the profitability area</li> <li>c) Quality of understanding of the scope of the engagement demonstrated in the response to the RFP</li> </ul>
2	<p>Experience of the company/Firm:</p> <p>Experience of handling profitability related consulting services / projects for large banks globally</p>	<p>Demonstrated experience / case studies in handling profitability improvement projects across large global and Indian banks</p>

<b>Sr. No.</b>	<b>Criteria</b>	<b>Indicative Criteria</b>
3	Approach, Methodology & Work-plan :	<p>Completeness, robustness of approach and quality of ideas / solutions proposed to address Bank's requirements,</p> <p>Activities / tasks / initiatives, planning, effort estimate etc, with milestones and time frame for completion of different activity. Also provide list of deliverables.</p>
4	Full time Manpower proposed to be assigned to this project – Names/ experience /CV Experience of project manager & team and key resources assigned for handling the project	As per experience /capabilities shown in CV
5	Transfer of knowledge	Transfer of knowledge relating to suggested strategies / changes to the target users across the Bank. Implementation Plan which can 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 of SOP, job cards, manuals, etc

### EXHIBIT- V: FEE STRUCTURE

The Applicant will quote a separate fees for Phase 1 and Phase 2. The financial bid used for evaluation will be a combination of fees for Phase 1 and Phase 2 i.e., Phase 1 total bid+ Phase 2 total bid number inclusive of expense and taxes.

**Phase 1 (Month 0-4):** Consultant to quote rates basis Minimum 4-full time members along with experts in specific areas (India and international)

	Time line	Pay out from the Bank
<b>Phase 1-A</b>	0 to 3 <sup>rd</sup> month	20% at end of Phase 1-A
<b>Phase 1- B</b>	3 <sup>rd</sup> to 4 <sup>th</sup> month	80% at end of Phase 1-B

**Phase 2 (Month 5-12):** Consultants to quote a rate that constitutes minimum of a team of 4 full time members along with experts in specific areas (India and international).

	Time line	Pay out from the Bank
<b>Phase 2- A</b>	5 <sup>th</sup> to 12 <sup>th</sup> month	40% of the quoted rate will be treated as fixed fee to be given after completion of certain milestones which will be decided by the Bank after the completion of Phase 1-B
<b>Phase 2- B</b>	7 <sup>th</sup> to 12 <sup>th</sup> month	60% of the quoted rate will be treated as variable fee. The assessment parameters for the variable fee will be decided by the Bank and the Consultant after the completion of Phase 1-B

### EXHIBIT-VI: COMMENTS

ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

On Counterpart Staff and Facilities

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

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