REQUEST FOR PROPOSAL (RFP)

FOR APPOINTMENT OF CONSULTANT FOR PREPARATION OF ONLINE CERTIFICATION PROGRAM ON

DIGITAL TRANSFORMATION & LEADERSHIP DEVELOPMENT

RFP REFERENCE NO.  SBI/STU/RFP/2019-20/1

DATED:  29.06.2019

STATE BANK OF INDIA, STRATEGIC TRAINING UNIT,
CORPORATE CENTRE, 16TH FLOOR, STATE BANK BHAVAN,
MADAM CAMA ROAD, MUMBAI – 400 021
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### 1. BID DETAILS

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<td>Date of commencement of Bidding process (Issue of RFP)</td>
<td>Date: 29.06.2019&lt;br&gt;Time: 1100 HRS</td>
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<td>2.</td>
<td>Last date and time for receipt of written queries for clarification from Bidders</td>
<td>Date: 12.07.2019&lt;br&gt;Time: 1700 HRS</td>
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<td>3.</td>
<td>Tentative pre-Bid Meeting Date &amp; Time</td>
<td>Date: 15.07.2019&lt;br&gt;Time: 1500 HRS</td>
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<td>4.</td>
<td>Last Date &amp; Time for Bid submission</td>
<td>Date: 23.07.2019&lt;br&gt;Time: 1700 HRS</td>
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<td>5.</td>
<td>Tentative Date and Time for opening of:&lt;br&gt;Technical bid –As per Annexure ‘B’, ‘C’ &amp; ‘D’&lt;br&gt;and other documents specified in the RFP</td>
<td>Date: 29.07.2019&lt;br&gt;Time: 1100 HRS&lt;br&gt;Representatives of Bidder may be present during opening of Technical bids. However, Technical Bids would be opened even in the absence of any or all of the bidders’ representatives.</td>
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<td>6.</td>
<td>Tentative presentation dates of Eligible Bidders and evaluation thereof.</td>
<td>30.07.2019 to 31.07.2019&lt;br&gt;(Date and time will be advised at short notice)</td>
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<td>Address: State Bank of India, Corporate Centre, 16th Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021.</td>
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<td>9.</td>
<td>Address for communication (Bank)</td>
<td>Address  Deputy General Manager (Capacity Building &amp; New Initiatives), Strategic Training Unit, State Bank of India, Corporate Centre, 16th Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021.  e-mail – <a href="mailto:dgmcb.stu@sbi.co.in">dgmcb.stu@sbi.co.in</a>  Phone – 022-22741670  Fax - 022 - 227442038</td>
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<td>10.</td>
<td>Bid Fee</td>
<td>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.</td>
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<td>Bid Security (EMD) (Refundable)</td>
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2. Overview/ Background

State Bank of India is an Indian multinational, public sector banking and financial services company. It is a government-owned Fortune 500 company which is headquartered in Mumbai, Maharashtra. It is the largest bank in India and provides a range of banking products through its network of branches in India and overseas, including products aimed at non-resident Indians (NRIs). It has 17 regional hubs (Circles) and over 140 business modules that are located at important cities throughout India.

It is SBI’s vision to be the Bank of choice for a transforming India, and in order to keep its employees aligned to this vision, it has been focussing on upskilling of the employees in their respective roles. SBI provides its employees with excellent career growth opportunities and grooming the employees, moving up the ladder, for the future challenges, is an established tradition in the Bank. With the intention of developing the leadership potential of the employees in the middle and senior management grades, it is intended to introduce an online certification course on Leadership Development for these employees.

Further, In the fast-evolving times of today, where new technologies are disrupting the traditional ways of doing business across the spectrum of industries and services, in order to be ahead of the curve, it is essential that the employees are aware of the latest developments in the Digital space which can have an impact on the Banking services. With this objective, SBI intends to enrich its employees’ digital awareness as well.

3. RFP Terminology

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:
3.1 Bidder – An eligible entity/firm submitting a Proposal/Bid in response to this RFP.

3.2 Consultant – Selected Bidder under this RFP.

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

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

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

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

3.7 “Contract” means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.

3.8 “Day” means calendar day.

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

3.10 “Personnel!” means professionals and support staff provided by the 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 have 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.


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

3.13 “Terms of Reference” (TOR) means the document included in the RFP which explains the scope of work, activities, tasks to be performed.
3.14 Project Cost - Project cost would be the total consideration that the Bank must pay in accordance with the payment schedule to complete the Consultancy Service as per the terms of the RFP/contract.

4. Scope of Work

The scope of this project includes all design, development, licensing, delivery and MIS of the course. For the success of this project, the selected bidder will:

i. work closely with SBI to design customized online course on Digital Transformation & Leadership Development.

ii. provide an online platform to SBI employees for accessing the course followed by an online assessment in a self-proctored environment.

iii. provide digital certificates to the employees successfully completing the online assessment.

iii. provide technical support and resources to ensure access to the course by the registered users and provide MIS on the course registration and completion status to SBI.

Design and Development of the course

a. The course on Digital Transformation & Leadership Development is to be designed with the objective of developing the leadership potential of senior management executives, so as to prepare them for the challenges and demands of higher positions in the Bank.

b. The Course should cover, among others, the following areas –
   - Time Management
   - Employee Development (Leading & motivation)
   - Appreciation of diversity
   - Assertiveness (handling difficult interactions)
   - Collaborative attitude
   - Developing solution based approach

c. The course should also include module(s) on the basics of new innovations and disruptive technologies in the digital sphere such as Artificial Intelligence, Machine learning, blockchain etc. so that a conceptual
understanding of the topics is developed among the users, with focus on utility of these technologies in the Banking industry.

d. The course is to be designed for delivery on an online platform in an interesting and easy to comprehend format, with a short self-evaluation after each chapter and a comprehensive assessment examination at the end.

e. The design of the course content at each stage viz. finalization of topics and preparation of content on each topic has to be discussed and approved by the Bank.

f. The course should be designed on the line of the various MOOCs of International repute offered by Institutions such as Harvard & Wharton.

g. Based on the presentation of the technical bid, upto 5 bidders will be shortlisted for financial bid.

Delivery

a. The consultant will have to provide an online platform, for delivery of the course. The online platform will either be hosted on the consultant’s server or the Bank’s internal servers, depending on the technological assessment by the Bank.

b. The program will have short online assessment examination in the form of multiple-choice questions after every chapter and a similar comprehensive assessment at the end.

c. SBI employees desirous of completing the course will be required to register on the online platform specifically designed for SBI.

d. The users who successfully complete the final assessment examination with stipulated pass percentage, will be considered to have completed the certification course and will be awarded the digital certificate by the consultant, on a format approved by the Bank.

MIS & ongoing support during the delivery of initiative

The consultant shall provide the Bank with MIS on the registered users on an ongoing basis and extend support in terms of ensuring consistent quality in
delivery and MIS. The consultant will have to provide dedicated support team to ensure seamless experience to the registered users. The consultant shall maintain data integrity at all times.

5. Timelines

- The certification course must be completed and deployed within 45 days after signing of the contract.
- The course will be customised to the Bank’s requirements and will be available for completion till the end of the financial year to the registered users of the Bank. The Bank, at its sole discretion, may opt for continuing with the course in subsequent financial year(s) with/without modification to the course contents, in which case a suitable addendum agreement will be executed between the consultant and the Bank. The course will be the exclusive property of State Bank of India.

6. Eligibility Criteria

This RFP will be limited to the consultants who have the necessary experience, capability and expertise and who qualify as per the prescribed eligibility criteria (detailed in Annexure-B). The bidders desirous of providing consultancy services to SBI are invited to submit their technical and financial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank’s discretion.

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

The consultant must be in active existence in India for at least 5 years and should have intensive experience in creating and delivering online course material for banking and non-banking financial services clients. The essential and non-negotiable criteria are that the Consultant:

- Should be headquartered in India.
- The bidder must have a minimum annual turnover in India, of Rs. 5 Crore in two out of the past three financial years.
- Must have proven capacity and demonstrable methodology to design and deliver online course on Digital and Leadership.

7. Bidding document

7.1 Cost of Bidding

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

7.2 Content of Bidding Document

(a) The RFP provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.
(b) The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder’s 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, however, the information 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 addressed 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 RFP may obtain the same by submitting written queries on or before 12.07.2019 before 5.00 P.M. to Deputy General Manager (Capacity Building & New Initiatives), Strategic Training Unit, SBI Corporate Centre, 16th Floor, Madam Cama Road, Mumbai 400 021.

(c) At any time prior to the deadline for submission of bids, SBI reserves the right to modify the RFP by amendment.
(d) Any clarification issued by SBI will be in the form of an addendum/corrigendum and will be provided to the consultants. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.

(e) Interested persons acting on the basis of this RFP for submission of their Bids are requested to provide their 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 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 two separate sealed envelopes, one containing Technical Bid and the other Financial Bid, both to be submitted together in one envelope. All details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. Those satisfying all criteria as per technical requirements and agreeing 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 mentioned in clause 1. Bank reserves the right to reject 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. The financial bid of those bidders who fail to meet the technical evaluation criteria shall be returned without opening.
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 written in English.

9.2 Consultant must provide individual and factual replies to specific questions asked in the RFP. Indicative 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 submitted in hard copy as well as soft copy. The soft copy of the technical bid should be submitted on a CD/ Pen Drive. These should be placed in a single sealed envelope super scribed as “Technical bid for Appointment of Consultant for online certification program on Digital Transformation & Leadership Development”.

The Technical Proposal shall provide the information indicated in the following paragraphs. A brief writeup 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) Certifying 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 & Annexure C along with the supporting documents in respect of Eligibility Criteria as mentioned therein;
iii. Bidders details as per Annexure A 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 bidder’s 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):
   a. The Bidder shall furnish, as part of its Bid, an EMD of Rs. **50,000/-** (Rupees Fifty Thousand only) (refundable) 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.
   b. No interest will be paid on EMD amount.
   c. The EMD is required to protect the Bank against the risk of Bidder’s conduct, which would warrant the EMD’s forfeiture.
   d. 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.
   e. Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.
   f. The EMD of the unsuccessful Bidders shall be returned as early as possible, on completion of selection process and necessary approvals.
   g. The successful bidder’s EMD will be discharged 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 14 days from the selection of successful Bidder.
   h. EMD may be forfeited:
      i. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
ii. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

iii. in the case of successful Bidder, if the Bidder fails:
   a) to sign the Contract within the time specified by the Bank; or
   b) to furnish Performance Bank Guarantee within the time specified in this RFP.

i. A 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 to 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.

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

k. Data on Team Composition and Task assignments as per Exhibit II along with Curriculum Vitae (CV) of 2/3 key executives/staff as per Exhibit III.

l. 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.
m. The shortlisted consultants will be required to make a brief presentation on capabilities & methodology. They will be given a maximum of 45 minutes each to present. The presentation should be brief and crisp. It will form the basis of Technical Evaluation as listed in Exhibit-IV.

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 the entire course(s) design and delivery as a single consolidated amount and not on per user basis. Financial bid should comprise of one hard copy and one soft copy (Word/Excel format). The soft copy of the financial bid should be submitted in a CD/ Pen Drive. These two should be placed in a single sealed envelope super scribed as “Financial Bid for Appointment of Consultant for online certification program on Digital Transformation & Leadership Development”.

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. The proposal should also indicate specific milestones and deliverables for raising bills for part payment subject to other conditions. Payment will be made after deducting Tax Deductible at Source as applicable. Please note no additional expenses would be paid for personnel, if any, who are required to come from abroad.

9.4.3 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 quoted prices and
taxes should be specified separately. However, the total fee quoted should be inclusive of all taxes.

Important Notice: There will not be any advance payments. Payment schedules & milestones will be decided by the Bank after award of the tender.

9.4.4 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 make the bid liable to be rejected. In the event of change in project scope wherein price revision is envisaged by the bank, revised financial bid may be required to be submitted in a separate sealed envelope.

9.4.5 Pre-Bid Meeting
SBI may, at its sole discretion, organize a pre-bid meeting, to resolve any queries, bidder may have. Any further information will be provided to all bidders by SBI as corrigendum. Any clarification on queries raised by any bidder will be communicated to all bidders. The exact date, time and location of the pre-bid meeting, if any, is as already stated in this RFP.

9.4.6 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 require giving 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.

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

9.4.8 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 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.

9.4.9 Last date of receipt of bids

The bid should be addressed to The Deputy General Manager (Capacity Building & New Initiatives) at following address up to the time and date mentioned in bid details:

Deputy General Manager (Capacity Building & New Initiatives)
Strategic Training Unit
State Bank of India,
Corporate Centre
16th Floor, State Bank Bhavan,
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.

9.4.10 Bid Currency

Prices shall be expressed in Indian National Rupees only.

9.4.11 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 risk and responsibility.

9.4.12 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 clause 1 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 discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation.
After opening of the technical bids and preliminary examinations, some or all of the bidders will be required 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

Technical evaluation will include scrutiny of 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 agreeing 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. Upto 5 bidders will be shortlisted for opening & evaluation of financial bid.

10.2.3 Financial Evaluation

The Financial Bid submitted by the bidders shortlisted from the technical evaluation will be opened. 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 the contract.
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 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 7 days of acceptance 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 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.

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 and to the full satisfaction of the Bank.

11.8 In the eventuality of a successful bidder, after signing the contract, fails to complete the project, the Bank reserves the right to select the shortlisted bidder with the second lowest financial bid.

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 their 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 by SBI as contained in clause 6 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
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 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.

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

12.7 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.

12.8 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 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 Project Cost within 14 days from the selection of the successful bidder. The BG will be valid for period of 12 months and such other extended period as the Bank may decide for due fulfilment of the project obligations.
13.2 The BG should be issued by a scheduled commercial bank, other than SBI. A format for BG is attached as per Annexure H.

13.3 The BG is required to protect the interest of the Bank against the risk of non-performance of the consultant in respect of successful completion of the contract which may warrant the invoking of BG, also if any act of the Consultant results in imposition of Liquidated Damages as given in clause 21, then the Bank reserves the right to invoke the submitted BG.

14. Conflict of Interest

14.1 SBI requires that bidder provides professional, objective, and impartial advice and at all times hold SBI’s interest’s 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, bidder, 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 bidder (including its Personnel) or any of its affiliates shall not be hired for any Assignment/Job that, by its nature, may be in conflict with another Assignment/Job of the Consultant/its Personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.

(b) Conflicting Relationships: A bidder (including its Personnel) 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.

14.3 Bidder 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 tools 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 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 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 therefore, including all expenses and court and legal fees.

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 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 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 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 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 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.

18. Termination of Contract
18.1 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 one month, 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 adhering to the timelines stipulated by the Bank

c) Discrepancies / deviations in the agreed processes

d) Violation of terms & conditions stipulated in this RFP

18.2 The selected bidder shall not have right to terminate the contract or to demand any damages on account of termination of the Contract by the Bank.

19. Delays in Consultant’s performance in successful implementation of 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 /detect in performance by the consultant may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

20. 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.
21. Termination for Default
21.1 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.

21.2 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.

22. Force Majeure
22.1 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.

22.2 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. Termination for Insolvency
SBI may at any time terminate the Contract immediately, if the consultant becomes bankrupt or otherwise insolvent. The event of termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or accrued to SBI prior to the date of termination. Notwithstanding the above, the SBI shall have the right to terminate the contract any time without assigning any reasons.
24. Governing Law and Disputes (Applicable in case of successful bidder only)

24.1 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 solve them amicably, party (SBI or Consultant), 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 Arbitration and Conciliation Act, 1996. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

24.2 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.

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

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

26. Governing Law & Jurisdiction
The contract shall be interpreted in accordance with the laws of India and subject to jurisdiction of courts of Mumbai.

27. 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:

Deputy General Manager (Capacity Building & New Initiatives)
State Bank of India,
Corporate Centre
16th Floor, State Bank Bhavan,
Madam Cama Road
Mumbai 400 021
Fax: 022- 22742038

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

28. 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 should be specified separately.

29. Consultant’s Obligation
29.1 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.

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

29.3 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.

29.4 The team exclusively assigned to the project should consist of sufficient number of persons with appropriate calibre. Detailed Curriculum Vitae (CV) for 2/3 of these professional staff to be provided as per Exhibit III.

29.5 The consultant alone shall be responsible for all or any of the service conditions of its personnel / employees engaged in connection with consultancy services.
29.6 The personnel / employees of the Consultant shall not be entitled to claim any employment or absorption in the Bank’s service.

29.7 No sub-contracting of a part or whole of the project shall be permitted under any circumstances.

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

30.2 The bidder should submit as part of technical Bid an overview of approach of the proposed methodology.

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

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

31. Terms & Conditions
31.1 Language of Bid: All bids and supporting documentation shall be submitted in English.

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

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

31.4 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.

31.5 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.

31.6 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.
31.7 Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.

31.8 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.

31.9 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.

31.10 SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.

31.11 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.

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

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

31.14 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.
31.15 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.

31.16 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(s).
Annexure – A: Bid covering letter

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

To,
Deputy General Manager (Capacity Building & New Initiatives)
Strategic Training Unit
State Bank of India,
Corporate Centre
16th Floor, State Bank Bhavan,
Madam Cama Road
Mumbai 400 021
Fax: 022- 22742038

Madam,

Our Bid for RFP no XXX dated DD/MM/YYYY

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 the 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.

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Eligibility Criteria</th>
<th>Documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Should be a professional Management Consulting Company / firm of international repute / standing</td>
<td>A write up about the company / firm, its standing and past work done. (Not exceeding 2 pages) Copy of the Certificate of Incorporation issued by Registrar of Companies / firms and full address of the registered office</td>
</tr>
<tr>
<td>2</td>
<td>The bidder should be in existence for a minimum period of 5 years in India</td>
<td>Certificate of Business Commencement.</td>
</tr>
<tr>
<td>3</td>
<td>The bidder must have a minimum annual turnover in India, of Rs. 5 Crore in two out of the past three financial years</td>
<td>Copy of the audited Balance Sheet and / or Certificate of the Charted Accountant for preceding two years</td>
</tr>
<tr>
<td>4</td>
<td>The Firm should have prior experience of preparing and delivering digital content</td>
<td>Letters from clients/ Copy of engagement letters/ contracts (not more than 2 years old)</td>
</tr>
<tr>
<td>5</td>
<td>The firm should not be blacklisted/barred/disqualified by any regulator/statutory body as on date of submission of bid</td>
<td>Self-declaration</td>
</tr>
<tr>
<td>6</td>
<td>All bidders are required to submit a refundable earnest bid deposit of Indian Rupees Fifty Thousand in their response to RFP.</td>
<td>Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai.</td>
</tr>
<tr>
<td>7</td>
<td>Non-refundable Bid Fee of Rs. 10,000/-</td>
<td>Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai.</td>
</tr>
</tbody>
</table>

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

Technical approach, methodology and work plan are the key components of the Technical proposal. You are suggested to present your technical proposal in the format as given below:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Brief profile of your Company/Firm</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Presence in India since</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Headquarters</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Size of Organization</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Organizational structure and how it is geared to facilitate higher learning impact</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Measurable results that you have achieved for organisations (Please provide verified data)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>List of major clients and length of relationships</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Have you created similar courses/programs for a service industry and banking industry/PSU in particular? If yes, please specify separately.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Do you have any existing courses / certification programs on Digital and Leadership Skills?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td></td>
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<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>9.</td>
<td>Will you be able to tailor the existing courses, if any, to the Bank’s needs, especially modelling the content towards relevance to Banking?</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>What will be the major topics that you would cover in the course on Digital Transformation &amp; Leadership Development?</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Do you have the technical capability to host online learning content and conduct online assessments?</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Do you have a robust online platform to handle large volumes, in excess of 1000 learners, at any point in time?</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Do you have a dedicated team to provide technical support services to the learners?</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>What will be the methodology for providing MIS to the Bank on the learners and learning outcomes?</td>
<td></td>
</tr>
</tbody>
</table>
Annexure E: Financial Bid

The financial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “Financial Bid for Preparation of Online Course on Digital Transformation & Leadership Development”.

Name of the Bidder:

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
<th>Amount</th>
<th>Taxes</th>
<th>Total (Amount + Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Content Design &amp; Development and delivery</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If the quote is given in any other format, it will be liable for rejection.

Additional information, if any:

Note:

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

iii. Bank will not pay any amount which is not quoted in above financial bid.

Authorized Signatory

Seal of Company
Annexure F: NON-DISCLOSURE AGREEMENT

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

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate office at Madam Cama Road, Mumbai through its Strategic Training Unit (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’.

And Whereas

1. Consultant_______________ is carrying on the business of providing HR/Learning consultancy services, has agreed to provide service on Learning initiatives and implementation thereon.

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.

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

1) the statutory auditors of the Receiving party and
2) regulatory authorities regulating the affairs of the Receiving party and inspectors and supervisory bodies thereof

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

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

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

3. Rights and Remedies

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

3.2 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

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 relating to the consultancy services agreed 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 shall not be disclose such details 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 party 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 __________________________

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Designation</td>
<td></td>
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<tr>
<td>Place</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
</tbody>
</table>

For and on behalf of __________________________

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
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<tbody>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Place</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
</tbody>
</table>
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,
Strategic Training Unit
Corporate Centre
16th Floor, Madam Cama Road
Mumbai

(Hereinafter referred to as "SBI / you")

Whereas consequent to your Request For Proposal (RFP) No __________ dated __________ you have issued an Order No. ______________ dated __________ to M/s _________________, having its corporate office at _______________ (hereinafter referred to as "the Consultant") to provide consultancy service to SBI in accordance with the said RFP / order.

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

And whereas, we, __________Bank, having our branch office 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)

Authorized Signatory

Place:
Annexure I: Bidder’s Letter for EMD

To,
State Bank of India,
Strategic Training Unit
Corporate Centre
16th Floor, Madam Cama Road
Mumbai – 400 021

RFP: ONLINE LEARNING PROGRAMS ON – DIGITAL TRANSFORMATION & LEADERSHIP DEVELOPMENT

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. 50,000/- only (Rupees Fifty Thousand 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. 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 separate envelopes one for Technical Bid (super scribed as “Technical bid for appointment of consultant for Online Course development on Digital Transformation and Leadership Development” and other for Financial Bid (super scribed as “Financial Bid for appointment of consultant for Online Course development on Digital Transformation & Leadership Development”.

Envelope containing Technical Bid will in turn, contain hard copy of the technical bid and a CD/ Pen Drive containing a soft copy of the above details. In the first stage, only the envelope containing ‘Technical Bid’ will be opened and evaluated.

(A) Envelope super scribed ‘Technical Bid’

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

l. Technical Bid as per Annexure D

m. Bidders Organisation and Experience Details as per Exhibit I

n. Team Composition as per Exhibit II
o. Curriculum Vitae as per Exhibit III
p. Technical Evaluation Criteria as per Exhibit IV and relevant enclosures.
q. Comments on Counterpart Staff and Facilities as per Exhibit V.
r. 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.]

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Firm</th>
<th>Area of expertise</th>
<th>Present position</th>
<th>Task proposed</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
Exhibit III: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF  
(Use separate sheets for each of proposed staff) 

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

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

3. Name of Staff [Insert full name]:

4. Date of Birth: Nationality:

5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6. 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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Indicative Criteria</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience &amp; Capability:</td>
<td>Experience and demonstrated capability in having handled banking related consulting projects with various banks in India and abroad. Consultant to submit a brief on such projects handled during last 3 years. Number and quality of programs handled and their relevance to the current RFP (References to be given for verifying the credentials)</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>i. Presence in India – no. of offices and permanent manpower and no of</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>clients served in past 3 years</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>ii. Experience of handling Organization Development &amp; transformation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>interventions for large Corporates and/or Financial Institutions in India.</td>
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<td></td>
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<tr>
<td></td>
<td>Quality of understanding of the scope</td>
<td>Quality of understanding of the scope of the engagement demonstrated in the response to the RFP. (Based on presentation)</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>Approach &amp; Methodology Work-plan:</td>
<td>Completeness of approach and methodology demonstrated in the response to the RFP, robustness of approach and quality of tools proposed to be deployed. Activities / tasks / initiatives, project planning, resources planning, effort estimate etc., with milestones and time frame for completion of different activity. Also</td>
<td>30</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Criteria</td>
<td>Indicative Criteria</td>
<td>Maximum Marks</td>
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<tr>
<td>--------</td>
<td>--------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>---------------</td>
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<tr>
<td></td>
<td></td>
<td>provide list of deliverables. (Based on Documents &amp; Presentation)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Full time Manpower proposed to be assigned to this project – Names/experience /CV</td>
<td>As per experience /capabilities shown in CV Experience of project manager &amp; team and key resources assigned for handling the project (Based on Documents)</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Transfer of knowledge</td>
<td>Objectivity in designing &amp; delivery of contents (Based on Documents &amp; Presentation)</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total 100</strong></td>
</tr>
</tbody>
</table>
Exhibit V: 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, local transportation, 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.